



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: Inman Primary School Media Center
Inman Primary School Campus

Monday, June 25, 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
 - Building Principals-Gayle Allensworth, Nate Perrien and Jeff Spotts on Building Data
 - Presentation from Bulinda Coates from United Group Insurance on Red Oak Community School Insurance through EMC
 - 5.3 Affirmations and Commendations
 - 5.4 Correspondence
 - 5.5 Public Comments
- 6.0 Consent Agenda
 - 6.1 Review and Approval of Minutes from June 11, 2018 *pg 1-2*
 - 6.2 Review and Approval of Monthly Business Reports *pg. 3-15*
 - 6.3 Open Enrollment Requests Consideration –
 - 6.3.1 9th grader Olivia Soar open enrollment from Red Oak Community School District to Stanton Community School District for 2017-2018 school year due to a move on 1-29-2018.
 - 6.3.2 3rd grader Kennedy Stites open enrollment from Red Oak Community School District to East Mills Community School District for the 2018-2019 school year.
- 7.0 General Business for the Board of Directors
 - 7.1 Old Business-None
 - 7.2 New Business
 - 7.2.1 Discussion/Approval of 1-year lease extension rental agreement with American Capital Financial Services on the 1:1 computers for the 2018-2019 school year. *pg 16-20*

- 7.2.2 Discussion/Approval of resolution directing the advertisement for sale of not to exceed \$19,990,000 general obligation school bonds, series 2018, pg 21-30 approving electronic bidding procedures and approving official statement
- 7.2.3 Discussion/Approval of the engagement agreement with Ahlers Cooney for the legal services regarding the sale of general obligation school bonds pg 31-32
- 7.2.4 Discussion/Approval of selling salvage items for the Red Oak High School clean out
- 7.2.5 Discussion/Approval of inter-agency agreement for special education service with Woodward-Granger Community School District for 2017-2018 school year pg 37
- 7.2.6 Discussion/Approval of school breakfast, lunch and milk prices for 2018-2019 school year pg 38
- 7.2.7 Discussion/Approval of the 2nd reading of changes of board policy series 400 pg 39-133
- 7.2.8 Discussion/Approval of authorization to make payment for the remaining vouchers in June 2018
- 7.2.9 Discussion/Approval of update master subscription agreement with Schoology for the 2018-2019 school year pg 134-139
- 7.2.10 Discussion/Approval of the extension agreement with Taher for the 2018-2019 school year pg 140-155

Personnel Consideration

- 7.2.11 Discussion/Approval of mentors for the 2018-2019 school year: Rebecca Dolch, Meshell Billings, Adam Heitbrink, Dan DeGroot, John Hewett, Deb Blomstedt
- 7.2.12 Discussion/Approval of the resignation of Bonnie Viner as Homeschool Coordinator effective at the end of the 2017-2018 school year pg 156
- 7.2.13 Discussion/Approval of hiring Dana Ramirez as 9th grade volleyball coach for the 2018-2019 school year pg 157
- 7.2.14 Discussion/Approval of Superintendent Tom Messinger's contract for 2018-2019 school year.

8.0 Reports

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

9.0 Next Board of Directors Meeting: Monday, July 9, 2018 – 7:00 pm
Red Oak Inman Primary Media Center
Red Oak CSD Inman School Campus

10.0 Adjournment

Red Oak Community School District
Meeting of the Board of Directors
Meeting Location: Red Oak Inman Primary Media Center
Red Oak Inman Primary Campus
June 11, 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 7:00 p.m. at the Red Oak Inman Primary 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 Carlson, 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

Sydney Streicher and Sophie Walker were state tennis runners up.
Parking lots and sidewalks at the High School have been removed for the construction project.

Consent Agenda

Motion by Director Blackman, second by Director Bryce Johnson to approve the consent agenda.
Motion carried 4-0.

Board Policy 400 Series

Motion by Director Blackman, second by Director Bryce Johnson to approve the first reading of Board Policy 400 Series with corrections presented. Motion carried 4-0.

2018-2019 Book Fees

Motion by Director Carlson, second by Director Blackman to set the 2018-2019 Book Fees at \$35 for kindergarten through fifth grade and \$55 for sixth through twelfth grades. Motion carried 4-0.

SOCS Website License and Service Agreement

Motion by Director Blackman, second by Director Bryce Johnson to approve the license and service agreement with SOCS for a 1 year agreement for the district website. Motion carried 4-0.

Atlantic School Special Education Contract

Motion by Director Carlson, second by Director Blackman to approve the special education contract for services with Atlantic Schools. Motion carried 4-0.

School Beyond School Contract Amendment

Motion by Director Bryce Johnson, second by Director Blackman to approve the amendment for the School Beyond School contract with the Iowa Department of Human Resources. Motion carried 4-0.

School Bus Sale

Motion by Director Carlson, second by Director Blackman to re-advertise the school bus for sealed bids as per Board Policy. Motion carried 4-0.

Continuation of June 11, 2018 Meeting Minutes-Page 2

Thiele Geotech Proposal

Motion by Director Blackman, second by Director Bryce Johnson to approve the Thiele Geotech Inc. Proposal for Material Testing Services for the construction project. Motion carried 4-0.

YES Mentoring Contract Amendment

Motion by Director Blackman, second by Director Bryce Johnson to approve the YES Mentoring Contract Amendment with Iowa Department of Human Services. Motion carried 4-0.

Disposal of High School Salvage Items

This item will be put on the next meeting agenda.

Personnel Considerations

Motion by Director Carlson, second by Director Bryce Johnson to approve Weston Rolenc as a volunteer basketball coach for Middle School and High School. Motion carried 4-0.

Motion by Director Bryce Johnson, second by Director Carlson to approve the resignation of Katherine Robinson at the end of the 2017-2018 school year. Motion carried 4-0. President Mark Johnson thanked Mrs. Robinson for her years of service to the District.

Recess

There was a short recess of the Board of Directors meeting from 7:57 p.m. to 8:10 p.m.

Closed Session

Motion by Director Carlson, second by Director Bryce Johnson to go into closed session per Section 21.5(1)(i) of the Iowa Code to evaluate the professional competency of an individual whose appointment, hiring, performance or discharge is being considered when necessary to prevent needless and irreparable injury to the individual's reputation and that individual request a closed session and per Section 21.5(1)(a) of the Iowa Code to review or discuss records which are required or authorized by state or federal law to be kept confidential. Motion carried 4-0. The Board of Directors went into closed session at 8:10 p.m. and returned to open session at 9:16 p.m.

Adjournment

Motion by Director Bryce Johnson, second by Director Carlson to adjourn the meeting at 9:18 p.m. Motion carried 4-0.

Next Board of Directors Meeting

Monday, June 25, 2018 – 7:00 p.m.
Red Oak Inman Primary Media Center
Red Oak CSD Inman Primary Campus

Mark Johnson, President

Deb Drey, Board Secretary

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Account Number	Invoice Number	Detail Description	Amount
Checking Account ID 1 ALLENSWORTH, GAYLE	Fund Number 10 114-9152745-0525818	OPERATING FUND	137.65
10 1901 1000 100 8001 612	PTO PARTY SUPPLIES		137.65
Vendor Name ALLENSWORTH, GAYLE			<u>137.65</u>
CENTURY LINK	CL060118AC		132.00
10 0020 2490 000 0000 530	2-WAY RADIO TRANSMITTER		132.00
Vendor Name CENTURY LINK			<u>132.00</u>
CHEMSEARCH	3153326		268.00
10 0010 2600 000 0000 432	JUNE WATER TREATMENT		268.00
Vendor Name CHEMSEARCH			<u>268.00</u>
CHILTON, KRISTINA	052218KC		293.62
10 1901 1000 100 8001 612	REIMBURSEMENT FOR SUPPLIES		293.62
Vendor Name CHILTON, KRISTINA			<u>293.62</u>
COMPUTER INFORMATION CONCEPTS, INC	1065-18-02		660.00
10 0010 2235 000 0000 618	Infinite Campus Online Payments		660.00
Vendor Name COMPUTER INFORMATION CONCEPTS, INC			<u>660.00</u>
CONNECTION INC	55885866		1,045.65
10 0010 2235 000 0000 734	LAPTOP		1,045.65
Vendor Name CONNECTION INC			<u>1,045.65</u>
COUNSEL OFFICE & DOCUMENTS	AR317111		3,027.51
10 0010 2235 000 0000 350	STEADY SERVE - 11+ MACHINES		12.99
10 0010 2520 000 0000 618	TECH CTR LEASE		250.78
10 0010 2520 000 0000 618	TECH CTR CLICKS		124.85
10 3230 1000 100 0000 359	HS OFFICE CLICKS		200.28
10 3230 1000 100 0000 359	HS OFFICE LEASE		160.48
10 3230 1000 100 0000 359	HS MEDIA CTR LEASE		134.38
10 3230 1000 100 0000 359	HS ADMIN CTR CLICKS		11.06
10 3230 1000 100 0000 359	HS MEDIA CTR CLICKS		102.88
10 2020 1000 100 0000 359	MS MEDIA CTR CLICKS		111.78
10 2020 1000 100 0000 359	MS 3RD FLOOR CLICKS		13.45
10 2020 1000 100 0000 359	MS MEDIA CTR LEASE		107.69
10 2020 1000 100 0000 359	MS OFFICE LEASE		139.00
10 2020 1000 100 0000 359	MS OFFICE CLICKS		84.23
10 1901 1000 100 0000 359	IPS MEDIA CLICKS		97.77
10 1901 1000 100 0000 359	IPS LEASE		107.69
10 1901 1000 100 0000 359	IPS OFFICE LEASE		139.00
10 1901 1000 100 0000 359	IPS MEDIA CTR LEASE		134.38
10 1901 1000 100 0000 359	IPS OFFICE CLICKS		121.75
10 1901 1000 100 0000 359	IPS MEDIA CTR CLICKS		464.27
10 1902 1000 100 0000 359	WASH OFFICE CLICKS		47.49
10 1902 1000 100 0000 359	WASH OFFICE LEASE		113.98
10 1902 1000 100 0000 359	WASH MEDIA CTR LEASE		134.42
10 1902 1000 100 0000 359	WASH MEDIA CTR CLICKS		212.08
10 0020 2700 000 0000 359	TRANSPORTATION CLICKS		0.83
Vendor Name COUNSEL OFFICE & DOCUMENTS			<u>3,027.51</u>

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Vendor Name	Account Number	Invoice Number	Detail Description	Amount	Amount
CREATIVE MARCHING SOLUTIONS	10 3230 1000 110 0000 612	1485767102	SHEET MUSIC	250.15	250.15
Vendor Name	CREATIVE MARCHING SOLUTIONS				<u>250.15</u>
CUBBY'S	10 0010 2700 217 3303 626	C053118	SPED GAS - MAY 2018	2,834.05	746.54
10 0010 2700 217 3303 627			SPED DIESEL #10 - MAY 2018		124.23
10 0020 2700 000 0000 626			GAS - MAY 2018		798.71
10 0020 2700 000 0000 626			UTILITLY/MOWER GAS - MAY 2018		465.92
10 0020 2700 000 0000 627			DIESEL - MAY 2018		698.65
Vendor Name	CUBBY'S				<u>2,834.05</u>
DEGROOT, DANIEL	10 2020 1000 100 0000 580	DD060518	APRIL-JUNE CLASS SHARE W/STANTON MILES	187.76	187.76
Vendor Name	DEGROOT, DANIEL				<u>187.76</u>
DENTLINGER, CONNIE	10 1901 1000 100 8001 612	060618CD	REIMBURSEMENT FOR CLASSROOM SUPPLIES	204.95	204.95
Vendor Name	DENTLINGER, CONNIE				<u>204.95</u>
DICKEL DUIT OUTDOOR POWER, INC.	10 0010 2600 000 0000 618	30547	HUSTLER MOWER PARTS	403.45	403.45
Vendor Name	DICKEL DUIT OUTDOOR POWER, INC.				<u>403.45</u>
EAST MILLS COMMUNITY SCHOOLS	10 0010 1000 100 0000 567	EMCSD061418	OPEN ENROLLMENT 2ND SEMESTER X 6	21,051.88	19,773.00
10 0010 1000 130 3116 567			TLC OPEN ENROLLMENT 2ND SEMESTER		1,278.88
Vendor Name	EAST MILLS COMMUNITY SCHOOLS				<u>21,051.88</u>
EDIE, KARI	10 0010 1920 950 7430	KE061818	REFUND FOR FOUND CHARGER	35.00	35.00
Vendor Name	EDIE, KARI				<u>35.00</u>
ENERGY ASSOCIATION OF IOWA SCHOOLS	10 0010 2600 000 0000 618	323	RADON TEST KITS	1,036.00	1,036.00
Vendor Name	ENERGY ASSOCIATION OF IOWA SCHOOLS				<u>1,036.00</u>
ESSEX COMMUNITY SCHOOL DIST.	10 0010 1000 100 0000 567	ESCD061418	OPEN ENROLLMENT 2ND SEM X 4	13,832.12	13,182.00
10 0010 1000 130 3116 567			TLC 2ND SEMESTER		650.12
Vendor Name	ESSEX COMMUNITY SCHOOL DIST.				<u>13,832.12</u>
FAREWAY FOOD STORES	10 2020 1300 340 0000 612	153330	FACS GROCERY SUPPLIES	92.26	92.26
FAREWAY FOOD STORES	10 0010 2310 000 0000 611	155277	END OF YEAR CEREMONY	2.99	2.99
FAREWAY FOOD STORES	10 0010 1000 100 8203 612	16713	PTO CANDY CARNIVAL	68.38	68.38
FAREWAY FOOD STORES		16877		517.37	

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RED OAK BOARD REPORT
 Unposted; Batch Description JUNE 25 BOARD MEETING, 2018-0001

Vendor Name	Account Number	Invoice Number	Detail Description	Amount	Amount
FAREWAY FOOD STORES	10 0010 2310 000 0000 611	16879	END OF YEAR EVENT	159.96	517.37
FAREWAY FOOD STORES	10 0010 2310 000 0000 611	327718	END OF YEAR EVENT	9.48	159.96
FAREWAY FOOD STORES	10 0010 2310 000 0000 611		END OF YEAR EVENT		9.48
					<u>850.44</u>
FIRST BANKCARD	10 0010 2235 000 0000 618	051018	LAPTOP BATTERIES X 9	371.91	371.91
FIRST BANKCARD	10 0010 2235 000 0000 618	051018-1	COMPUTER ASSEMBLY X 50	1,674.47	1,674.47
FIRST BANKCARD	10 0010 2235 000 0000 618	051018-4	COMPUTER KEYBOARDS X 2	56.74	56.74
FIRST BANKCARD	10 0010 2235 000 0000 618	051018-5	AD CELL PHONE COVER	5.99	5.99
FIRST BANKCARD	10 0010 2310 000 0000 611	051418	KEYBOARD FOR CO	49.98	49.98
FIRST BANKCARD	10 0010 2321 000 0000 611	051418-1	DESK SORTER FOR CO	7.43	7.43
FIRST BANKCARD	10 0010 2321 000 0000 611	051518	BUBBLE WRAP FOR PACKING	11.75	11.75
FIRST BANKCARD	10 0010 2600 000 0000 618	051618	HS POSTAGE	1.87	1.87
FIRST BANKCARD	10 3230 2410 000 0000 531	051718	BUBBLE WRAP FOR PACKING	14.97	14.97
FIRST BANKCARD	10 0010 2600 000 0000 618	051818	SUMMER BRIDGE ACTIVITIES BOOKS X 10	91.70	91.70
FIRST BANKCARD	10 1900 1200 431 4501 618	051818-1	ORDER FROM AMAZON, APOLLO HORTICULTURE 1	29.98	29.98
FIRST BANKCARD	10 2020 1920 100 8202 612	052218	MS CERTIFIED MAIL	40.20	40.20
FIRST BANKCARD	10 2020 2410 000 0000 531	052318	MS CERTIFIED MAIL	13.40	13.40
FIRST BANKCARD	10 2020 2410 000 0000 531	052418	Projector Bulb	26.48	26.48
FIRST BANKCARD	10 3230 2222 000 0000 618	052518	OVERLIMIT REFUND/CART RETURN	(64.00)	(64.00)
FIRST BANKCARD	10 0010 2600 000 0000 618	052518TMT	BOXES FOR HS MOVE	352.50	352.50
FIRST BANKCARD	10 0010 2310 000 0000 611	052718	PACKING MATERIAL	30.00	30.00
FIRST BANKCARD	10 0010 2600 000 0000 618	052918	ADDING MACHINE FOR CO	48.00	48.00
FIRST BANKCARD	10 0010 2310 000 0000 611	052918-1	OFFICE CHAIR FOR CO	37.99	37.99
FIRST BANKCARD	10 0010 2310 000 0000 611	052918-2	KEYCHAINS FOR 15/20 YR AWARDS	5.85	5.85
FIRST BANKCARD	10 0010 2310 000 0000 611	060418HC	3 HOLE PUNCH - CO	8.49	8.49
FIRST BANKCARD	10 0010 2321 000 0000 611	061218	SUMMER BRIDGE ACTIVITIES BOOKS X 36	371.80	371.80
FIRST BANKCARD	10 1900 1200 431 4501 618	15887389		278.69	

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RED OAK BOARD REPORT
 Unposted; Batch Description JUNE 25 BOARD MEETING, 2018-0001

Account Number	Invoice Number	Detail Description	Amount	Amount
10 0010 2310 000 0000 611 FIRST BANKCARD	194242074271	LANYARDS FOR DISTRICT	1,083.31	278.69
10 3230 2410 000 0000 580 FIRST BANKCARD	200004289DD	HOTEL X 2 FOR CONFERENCE	75.00	1,083.31
10 0010 2510 000 0000 340 FIRST BANKCARD	21721	2018 SBO BOOT CAMP	126.00	75.00
10 2020 1000 421 3227 618 FIRST BANKCARD	300002086DD	ESTIMATE FOR SCHOOL BEYOND SCHOOL KIDS A	175.00	126.00
10 0010 2510 000 0000 340 FIRST BANKCARD	3586669	IASB 2018-19 MEMBERSHIP DUES	788.24	175.00
10 3230 1300 310 0000 612 FIRST BANKCARD	51018-2	PROJECTORS X 3	186.99	788.24
10 0010 2235 000 0000 618 FIRST BANKCARD	51018-3	Alltec Screens ATS-TP135 Tripod Portable	37.18	186.99
10 1902 1000 100 8002 618 FIRST BANKCARD	60518HC	Orginizer	37.99	37.18
10 0010 2321 000 0000 611 Vendor Name FIRST BANKCARD		SLIP PROOF FLOOR MAT - CO		37.99
				<u>5,975.90</u>
10 1902 2222 000 0000 643 Vendor Name FOLLETT LIBRARY RESOURCES	851747F	Books		370.96
				<u>370.96</u>
10 0010 1200 217 3303 320 Vendor Name GLENWOOD COMMUNITY SCHOOLS	GCS060818	APEX FOR MAY X 2	1,169.99	1,169.99
				<u>1,169.99</u>
10 1901 1000 100 8001 612 Vendor Name GRABER, DEB	052418	REIMBURSEMENT FOR SUPPLIES	66.99	66.99
				<u>66.99</u>
10 0010 1200 217 3303 612 Vendor Name GREEN HILLS AEA	1145	INSTRUCTOR MANUALS	40.00	40.00
				<u>40.00</u>
10 0010 2134 000 0000 580 Vendor Name HALL, HEATHER	HH053118	MAY TRAVEL REIMBURSEMENT	67.58	67.58
				<u>67.58</u>
10 1901 1000 100 8001 612 Vendor Name HARMSSEN, ANNA	061918AH	REIMBURSEMENT FOR CLASSROOM SUPPLIES	347.15	347.15
				<u>347.15</u>
10 0020 2700 000 0000 434 HI-WAY 242 AUTO BODY	1392203	BUS #8 REPAIR REAR PANEL	3,597.50	3,597.50
10 0020 2600 000 0000 433 HI-WAY 242 AUTO BODY	41818TD	BUS #8 EMERGENCY DOOR REPAIR	1,650.00	1,650.00
10 0020 2700 000 0000 434 Vendor Name HI-WAY 242 AUTO BODY	61518#2	BUS #2 FENDER REPAIR	962.50	962.50
				<u>6,210.00</u>

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Red Oak Community School District
06/22/2018 09:43 AM

RED OAK BOARD REPORT

Unposted; Batch Description JUNE 25 BOARD MEETING, 2018-0001

Vendor Name	Account Number	Invoice Number	Detail Description	Amount	Amount
HOEKSEMA, MIRIAM	10 1901 1000 100 8001 612	053018	REIMBURSEMENT FOR SUPPLIES	274.90	274.90
HOEKSEMA, MIRIAM	10 3230 1200 410 1112 580	061518MH	GAS/MILEAGE REIMBURSEMENT	211.84	197.86
HOEKSEMA, MIRIAM	10 3230 1200 410 1112 580		MEAL REIMBURSEMENT		13.98
Vendor Name	HOEKSEMA, MIRIAM				<u>486.74</u>
HY VEE FOOD STORES	10 3230 2410 000 0000 618	61418STMT-3	ACADEMIC BREAKFAST	293.36	265.86
HY VEE FOOD STORES	10 3230 2410 000 0000 618		BALLOONS FOR PEP RALLY		10.00
HY VEE FOOD STORES	10 0010 2310 000 0000 611		BOARD SUPPLIES		17.50
Vendor Name	HY VEE FOOD STORES				<u>293.36</u>
KUNZE, SONIA	10 1902 1000 100 8002 618	060618	Reimbursement	38.98	38.98
Vendor Name	KUNZE, SONIA				<u>38.98</u>
LAKESHORE LEARNING CO.	10 1901 1000 100 8001 612	1472290618	MATH/READING BOOKS	41.98	41.98
Vendor Name	LAKESHORE LEARNING CO.				<u>41.98</u>
M & M AUTOBODY, INC.	10 0020 2700 000 0000 434	6461	DODGE JOURNEY #153 REPAIRS	1,075.60	1,075.60
Vendor Name	M & M AUTOBODY, INC.				<u>1,075.60</u>
MATUSZESKI, TAYLOR	10 3230 1000 100 0000 580	61918TM	MILEAGE REIMBURSEMENT - MAY	19.62	19.62
Vendor Name	MATUSZESKI, TAYLOR				<u>19.62</u>
MEDIACOM	10 0010 2236 000 0000 536	060618MC	INTERNET - CO	42.92	42.92
MEDIACOM	10 0010 2236 000 0000 536	062118MC2	INTERNET	1,680.00	1,680.00
MEDIACOM	10 0010 2236 000 0000 536	61218MCHS	HS FAX	42.92	42.92
MEDIACOM	10 0010 2236 000 0000 536	62118MC1	PRI LINES	690.41	690.41
Vendor Name	MEDIACOM				<u>2,456.25</u>
MESSINGER, THOMAS	10 0010 2321 000 0000 532	060118	4TH QTR CELL PHONE REIMBURSEMENT	250.00	250.00
Vendor Name	MESSINGER, THOMAS				<u>250.00</u>
MIDAMERICAN ENERGY	10 0020 2600 000 0000 622	061118MAE	FB FIELD ELECTRICITY	31,899.98	317.40
MIDAMERICAN ENERGY	10 0020 2600 000 0000 622		FB FIELD GAS		29.00
MIDAMERICAN ENERGY	10 1902 2600 000 0000 622		WASH ELECTRICITY		3,243.93
MIDAMERICAN ENERGY	10 1901 2600 000 0000 622		IPS ELECTRICITY		8,499.62
MIDAMERICAN ENERGY	10 2020 2600 000 0000 622		HS BB COURT ELECTRICITY		10.00
MIDAMERICAN ENERGY	10 2020 2600 000 0000 622		MS ELECTRICITY		4,223.63
MIDAMERICAN ENERGY	10 3230 2600 000 0000 622		HS/TECH ELECTRICITY		15,576.40
MIDAMERICAN ENERGY	10 0030 2600 000 0000 622	200116218	ELECTRICITY - SPORTS COMPLEX	288.83	288.83

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Vendor Name	Invoice Number	Amount	Amount
Account Number	Detail Description		Amount
MIDAMERICAN ENERGY	90116218	69.60	
10 1912 2600 000 0000 622	ELECTRICITY - WEBSTER		69.60
Vendor Name MIDAMERICAN ENERGY			<u>32,258.41</u>
MONTGOMERY COUNTY EXT. SERVICE	1005	40.00	
10 0010 2600 000 0000 618	CAT. 6 PESTICIDE BOOK		40.00
Vendor Name MONTGOMERY COUNTY EXT. SERVICE			<u>40.00</u>
NIELSON, CAROL	061118CN	232.29	
10 1901 1000 100 8001 612	REIMBURSEMENT FOR CLASSROOM SUPPLIES		232.29
Vendor Name NIELSON, CAROL			<u>232.29</u>
PELGAS	53118P	1,745.04	
10 0020 2700 000 0000 628	PROPANE - MAY		1,308.78
10 0020 2700 000 0000 628	PROPANE TAX - MAY		436.26
Vendor Name PELGAS			<u>1,745.04</u>
PFEIFFER, MARTHA	052218	111.20	
10 1901 1000 100 8001 612	REIMBURSEMENT FOR SUPPLIES		111.20
Vendor Name PFEIFFER, MARTHA			<u>111.20</u>
R.K. BELT AND SONS, INC.	76731	186.60	
10 0020 2600 000 0000 433	VAN WINDOW SWITCH REPAIR		186.60
R.K. BELT AND SONS, INC.	76835	101.66	
10 0020 2600 000 0000 433	VAN A/C CHARGE		101.66
Vendor Name R.K. BELT AND SONS, INC.			<u>288.26</u>
RED OAK CHRYSLER, INC.	173060	129.02	
10 0010 2700 217 3303 434	SPED BUS #18 OIL CHANGE		129.02
Vendor Name RED OAK CHRYSLER, INC.			<u>129.02</u>
RED OAK EXPRESS	MAY2018	428.33	
10 0010 2572 000 0000 540	APR/MAY BOARD MEETING/CLAIMS		428.33
Vendor Name RED OAK EXPRESS			<u>428.33</u>
REHBEIN, BETH	053018BR	131.23	
10 1901 1000 100 8001 612	REIMBURSEMENT FOR SUPPLIES		131.23
Vendor Name REHBEIN, BETH			<u>131.23</u>
RIVERSIDE COMMUNITY SCHOOLS	061218RCSD	3,455.36	
10 0010 1000 100 0000 567	OPEN ENROLLMENT 2ND SEMESTER X 1		3,295.50
10 0010 1000 130 3116 567	OE TLC 2ND SEMESTER		159.86
Vendor Name RIVERSIDE COMMUNITY SCHOOLS			<u>3,455.36</u>
SCHOOL BUS SALES	67131	26.15	
10 0020 2700 000 0000 618	GLUE FOR BUS SEATS		26.15
Vendor Name SCHOOL BUS SALES			<u>26.15</u>
SINDT, BRITTAN	052418BS	118.79	
10 1901 1000 100 8001 612	REIMBURSEMENT FOR SUPPLIES		118.79
Vendor Name SINDT, BRITTAN			<u>118.79</u>

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Account Number	Invoice Number	Detail Description	Amount	Amount
SIOUX CITY COMMUNITY SCH DIST	6718SCCS		1,481.20	
10 0010 1000 420 1119 561		4TH QTR PMIC/C5 BILLING X 1		1,481.20
Vendor Name	SIOUX CITY COMMUNITY SCH DIST			<u>1,481.20</u>
SMITS, MELINDA	060818		247.59	
10 1901 1000 100 8001 612		REIMBURSEMENT FOR CLASSROOM SUPPLIES		247.59
Vendor Name	SMITS, MELINDA			<u>247.59</u>
STANTON COMMUNITY SCHOOL DIST.	062018SGC		21,225.94	
10 1902 2120 000 0000 591		2ND SEM SHARED GUIDANCE COUNSELOR		21,225.94
STANTON COMMUNITY SCHOOL DIST.	62018BC		4,072.69	
10 3230 1300 320 0000 569		2ND SEM SHARED BUSINESS CLASSES		4,072.69
STANTON COMMUNITY SCHOOL DIST.	62018CC		735.71	
10 3230 1000 100 0000 565		2ND SEM CONCURRENT CLASSES		735.71
Vendor Name	STANTON COMMUNITY SCHOOL DIST.			<u>26,034.34</u>
STREETSMARTS LLC	060618SS		1,665.00	
10 3230 1000 121 0000 320		DRIVERS ED X 5		1,665.00
Vendor Name	STREETSMARTS LLC			<u>1,665.00</u>
UNITED FARMERS COOPERATIVE	0322546		7.45	
10 0010 2600 000 0000 618		CO DOOR KEYS		7.45
UNITED FARMERS COOPERATIVE	0322560		3.56	
10 0010 2600 000 0000 618		CO DOOR KEYS ID TAGS		3.56
UNITED FARMERS COOPERATIVE	0322855		1.79	
10 0010 2600 000 0000 618		TECH CENTER DOOR REPAIRS		1.79
UNITED FARMERS COOPERATIVE	0322988		2.98	
10 0010 2600 000 0000 618		CO DOOR KEYS		2.98
UNITED FARMERS COOPERATIVE	0323133		5.99	
10 0010 2600 000 0000 618		TRIP LEVER CO		5.99
UNITED FARMERS COOPERATIVE	0323374		10.30	
10 0010 2600 000 0000 618		SB FIELD RESET BASES		10.30
UNITED FARMERS COOPERATIVE	0324363		14.57	
10 0010 2600 000 0000 618		BB FIELD REPAIR		14.57
Vendor Name	UNITED FARMERS COOPERATIVE			<u>46.64</u>
WOODRIVER ENERGY LLC	159212 CUST 5872		1,714.99	
10 1901 2600 000 0000 621		IPS NATURAL GAS		368.56
10 1912 2600 000 0000 621		TECH CTR NATURAL GAS		255.65
10 3230 2600 000 0000 621		HS NATURAL GAS		929.81
10 1902 2600 000 0000 621		WASH NATURAL GAS		65.46
10 2020 2600 000 0000 621		MS NATURAL GAS		95.51
Vendor Name	WOODRIVER ENERGY LLC			<u>1,714.99</u>
Fund Number	10			<u>135,315.17</u>
Checking Account ID	1	Fund Number	22	MANAGEMENT FUND
HI-WAY 242 AUTO BODY		1392203		1,000.00
22 0010 2700 000 0000 434		BUS #8 REPAIR REAR PANEL - DED		1,000.00
Vendor Name	HI-WAY 242 AUTO BODY			<u>1,000.00</u>

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Vendor Name	Invoice Number	Amount
Account Number	Detail Description	Amount
M & M AUTOBODY, INC.	6461	1,000.00
22 0010 2700 000 0000 434	DED - DODGE JOURNEY #153 REPAIRS	1,000.00
Vendor Name M & M AUTOBODY, INC.		<u>1,000.00</u>
UNITED GROUP INSURANCE	526	1,071.00
22 0010 2600 000 0000 521	BUILDER'S RISK CONSTRUCTION INSURANCE	1,071.00
Vendor Name UNITED GROUP INSURANCE		<u>1,071.00</u>
Fund Number 22		<u>3,071.00</u>
Checking Account ID 1	Fund Number 33	CAPITAL PROJECTS - LOST
ACTION MOVERS	INV0005-2	200.00
33 0010 4700 000 0000 450	PIANO/TRIPOD MOVE X 3	200.00
Vendor Name ACTION MOVERS		<u>200.00</u>
Fund Number 33		<u>200.00</u>
Checking Account ID 1		138,586.17
Checking Account ID 2	Fund Number 61	SCHOOL NUTRITION FUND
TAHER INC	0052373-IN	68,706.05
61 0010 3110 000 4557 631	APRIL FRUIT & VEGGIES	3,497.73
61 0010 3110 000 0000 570	APRIL EXPENSES	65,208.32
Vendor Name TAHER INC		<u>68,706.05</u>
Fund Number 61		<u>68,706.05</u>
Checking Account ID 2		68,706.05
Checking Account ID 3	Fund Number 21	STUDENT ACTIVITY FUND
ATHOW, MARK	MA52618	220.00
21 0010 1400 920 6835 320	SB INVITATIONAL	220.00
Vendor Name ATHOW, MARK		<u>220.00</u>
BW GRAPHICS INC	61518STMT	38.05
21 0010 1400 920 6600 618	HALL OF FAME PLAQUE REPRINT	38.05
Vendor Name BW GRAPHICS INC		<u>38.05</u>
CARNES, REGG	RC061218	125.00
21 0010 1400 920 6730 320	JV/VAR BB VS. SHENANDOAH	125.00
Vendor Name CARNES, REGG		<u>125.00</u>
CRESTON COMMUNITY SCHOOLS	060818	70.00
21 0010 1400 920 6835 618	JOHN STEPHENS SOFTBALL CLASSIC ENTRY FEE	70.00
Vendor Name CRESTON COMMUNITY SCHOOLS		<u>70.00</u>
DANNCO	24377	537.00
21 0010 1400 920 6720 618	RECONDITIONING HELMETS - SAFETY EQUIPMEN	537.00
Vendor Name DANNCO		<u>537.00</u>
DAVIS, DAVID	DD61218	125.00
21 0010 1400 920 6730 320	JV/VAR BB VS. SHENANDOAH	125.00
Vendor Name DAVIS, DAVID		<u>125.00</u>

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RED OAK BOARD REPORT

Unposted; Batch Description JUNE 25 BOARD MEETING, 2018-0001

Vendor Name	Account Number	Invoice Number	Detail Description	Amount	Amount
DOYLE, JIM	21 0010 1400 920 6835 320	JD061218	JV/VAR SB VS SHENANDOAH	110.00	110.00
Vendor Name	DOYLE, JIM				<u>110.00</u>
FAREWAY FOOD STORES	21 2020 1400 950 7421 618	326609	SUMMER KICK OFF STUDENT COUNCIL - MS	145.69	145.69
Vendor Name	FAREWAY FOOD STORES				<u>145.69</u>
FIRST BANKCARD	21 0010 1400 920 6650 580	013276	STATE MEAL MONEY	8.32	8.32
FIRST BANKCARD	21 2020 1400 910 6220 618	052918ALT	APPROXIMATE COST OF ADMISSION FOR THE MI	1,456.00	1,456.00
FIRST BANKCARD	21 0010 1400 920 6730 618	11078	SOFTWARE MODULE FOR QUIKSTATS	75.00	75.00
FIRST BANKCARD	21 3230 1400 950 7407 580	2807797553	AirBnB LODGING FFA OFFICER FIELD TRIP	328.90	328.90
FIRST BANKCARD	21 0010 1400 920 6650 580	3025	STATE MEAL MONEY	145.65	80.00
FIRST BANKCARD	21 0010 1400 920 6650 580		STATE MEAL MONEY		16.65
FIRST BANKCARD	21 0010 1400 920 6650 580		STATE MEAL MONEY		49.00
FIRST BANKCARD	21 0010 1400 920 6740 580	558	MEAL MONEY - GIRLS TRACK	327.06	241.80
FIRST BANKCARD	21 0010 1400 920 6840 580		MEAL MONEY - GIRLS TRACK		85.26
FIRST BANKCARD	21 0010 1400 920 6650 580	589037261	ROOMS FOR STATE TENNIS X 3	481.60	481.60
Vendor Name	FIRST BANKCARD				<u>2,822.53</u>
FREED, WAYNE	21 0010 1400 920 6835 320	WF061318	JV/VAR SB VIS ATLANTIC	110.00	110.00
Vendor Name	FREED, WAYNE				<u>110.00</u>
GAST, BOB	21 0010 1400 920 6730 320	BG060818	JV/VAR BB VS ESSEX	125.00	125.00
Vendor Name	GAST, BOB				<u>125.00</u>
HAWKINSON, ROBERT	21 0010 1400 920 6835 320	52618RH	SB INVITATIONAL	220.00	220.00
Vendor Name	HAWKINSON, ROBERT				<u>220.00</u>
HOOGESTRAAT, JD	21 0010 1400 920 6835 320	0526118JH	SB INVITATIONAL	220.00	220.00
Vendor Name	HOOGESTRAAT, JD				<u>220.00</u>
HY VEE FOOD STORES	21 2020 1400 950 7421 618	61418STMT	DONUTS, OJ, ICE, WATER FOR SUMMER KICK-O	50.65	50.65
HY VEE FOOD STORES	21 0010 1400 920 6600 618	61418STMT-1	SUPPLIES FOR SENIOR AWARDS NIGHT	97.74	97.74
HY VEE FOOD STORES	21 0010 1400 920 6600 618	61418STMT-3	FLOWERS FOR SENIOR NIGHT	135.48	115.50

Vendor Name	Invoice Number	Amount
Account Number	Detail Description	Amount
21 0010 1400 920 6660 618	DONUTS FOR REGIONAL GOLF COACHES	19.98
Vendor Name HY VEE FOOD STORES		<u>283.87</u>
INTORRE, FRED	FI061318	110.00
21 0010 1400 920 6835 320	JV/VAR SB VS AL	110.00
Vendor Name INTORRE, FRED		<u>110.00</u>
JENSEN, KENT	60818KJ	125.00
21 0010 1400 920 6730 320	JV/VAR BB VS. ESSEX	125.00
Vendor Name JENSEN, KENT		<u>125.00</u>
JONES, RON	52618RJ	220.00
21 0010 1400 920 6835 320	SB INVITATIONAL	220.00
Vendor Name JONES, RON		<u>220.00</u>
LOVETTE/GLS & ASSOC, GREG	52618GL	220.00
21 0010 1400 920 6835 320	SB INVITATIONAL	220.00
Vendor Name LOVETTE/GLS & ASSOC, GREG		<u>220.00</u>
NATIONAL FFA ORGANIZATION	052718	81.50
21 3230 1400 950 7407 618	GRADUATION CARDS	81.50
Vendor Name NATIONAL FFA ORGANIZATION		<u>81.50</u>
RED OAK COUNTRY CLUB	53118STMT	642.50
21 0010 1400 920 6660 618	BOYS/GIRLS RANGE FEES	214.00
21 0010 1400 920 6660 618	GIRLS GOLF ENTRY FEE	50.00
21 0010 1400 920 6660 618	12 DOZ BALLS/FOOD	378.50
Vendor Name RED OAK COUNTRY CLUB		<u>642.50</u>
SCHMITT MUSIC	88450	11.18
21 3230 1400 910 6220 618	SOLO /ENSEMBLE OOK	11.18
Vendor Name SCHMITT MUSIC		<u>11.18</u>
SOUTHWEST VALLEY SCHOOLS	052118	80.00
21 0010 1400 920 6840 618	GIRLS TRACK ENTRY FEE	80.00
Vendor Name SOUTHWEST VALLEY SCHOOLS		<u>80.00</u>
TITKEMEIER, MATT	52618MT	220.00
21 0010 1400 920 6835 320	SB INVITATIONAL	220.00
Vendor Name TITKEMEIER, MATT		<u>220.00</u>
WILLIAMS, JUSTIN	61218JW	110.00
21 0010 1400 920 6835 320	JV/VAR SB VS. SHENANDOAH	110.00
Vendor Name WILLIAMS, JUSTIN		<u>110.00</u>
Fund Number 21		<u>6,972.32</u>
Checking Account ID 3		<u>6,972.32</u>

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	GENERAL FUND	MANAGEMENT	PHYSICAL PLANT	AND DEBT SERVICE	SAVE TAXES	
Beg. Balance 05-01-2018	\$ 4,234,870.88	\$ 2,292,888.47	\$ 1,369,926.41	\$ 276,380.88	\$ 9,152,429.48	
Revenue	\$ 893,211.29	\$ 14,950.53	\$ 31,773.00	\$ 13,872.94	\$ 370,473.83	
Expenditure	\$ 1,029,622.51	\$ -	\$ 20,116.50	\$ 263,686.00	\$ 157,261.18	
Balance 05-31-2018	\$ 4,098,459.66	\$ 2,307,839.00	\$ 1,381,582.91	\$ 26,567.82	\$ 9,365,642.13	
Balance 05-31-2017	\$ 3,698,135.88	\$ 2,389,079.66	\$ 17,180,091.52	\$ 982,087.22	\$ 7,616.76	\$ 3,830,976.90

Checking Account .50%	Checking Account	\$ 8,889,694.52				
Money Market Account .85%	Savings Account	\$ -				
	IS/IT	\$ 8,521,048.66				
	Petty Cash	\$ 150.00				
	Outstanding Cheq	\$ 230,801.66				
		\$ 17,180,091.52				

	ACTIVITY FUND		NUTRITION FUND	
Beg. Balance 05-01-2018	\$ 163,300.38		\$ 196,435.25	
Revenue	\$ 25,647.00		\$ 66,453.57	
Expenditure	\$ 23,788.41		\$ 89,365.05	
Balance 05-31-2018	\$ 165,158.97		\$ 173,523.77	

Balance 05-31-2017	\$ 196,264.08		\$ 144,053.26	
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Checking Account .50%	\$ 175,837.11		\$ 168,123.10	
Petty Cash Boxes	\$ 1,200.00		\$ 5,871.05	IS/IT
Outstanding cks	\$ 11,878.14		\$ 470.38	
Book Balance	\$ 165,158.97		\$ 173,523.77	

Total Interest	3776.82
0.238558663 General Fund	900.99
0.134332171 Management	507.35
0.080417669 PPEL	303.72
0.001546431 Debt Service	5.84
0.545145066 Capital Projects	2058.91
1	3776.82

PHYSICAL PLANT AND EQUIPMENT LEVY

	2015-2016
Beginning Balance (July 1)	\$92,414.16
Add: Revenue	
Property Taxes	\$113,302.63
Voted PPEL	\$405,020.88
Voted PPEL Surtax	\$432,871.98
Utility Replacement Tax	\$4,525.46
Utility Replacement Tax (SAVE)	\$16,404.76
Mobile Home Tax	\$54.91
Voted PPEL Mobile Home	\$199.39
Military Credit	\$45.25
Military Credit (SAVE)	\$164.01
Commercial Industrial tax	\$12,658.62
Interest	\$892.59
Donations	
Prior Year Expenditure	\$3,550.00
Cage Project	
Webster Playground	
EMC Insurance	
MS Water Damage	
Skylight Damage (Storm)	
Refund of Prior Year Expenditure	
Subtotal	\$989,690.48
TOTAL AVAILABLE FUND	\$1,082,104.64

	2016-2017
Beginning Balance (July 1)	\$842,659.58
Add: Revenue	
Property Taxes	\$142,180.82
Voted PPEL	\$409,785.51
Voted PPEL Surtax	\$48,310.93
Utility Replacement Tax	\$20,172.15
Utility Replacement Tax (SAVE)	\$39.54
Mobile Home Tax	\$58.26
Voted PPEL Mobile Home	\$212.48
Military Credit	\$0.76
Military Credit (SAVE)	
Commercial Industrial tax	\$2,537.96
Commercial Ind. Voted PPEL	\$9,243.50
Interest	\$2,265.88
Donations	
Prior Year Expenditure	
EMC Insurance	
Subtotal	\$628,807.59
TOTAL AVAILABLE FUND	\$1,471,467.17

	2017-2018
Beginning Balance (July 1)	\$962,988.26
Add: Revenue	
Property Taxes	\$301,217.14
Voted PPEL	\$259,635.26
Voted PPEL Surtax	\$49,817.18
Utility Replacement Tax	\$2,119.76
Utility Replacement Tax (SAVE)	\$17,247.86
Mobile Home Tax	\$69.62
Voted PPEL Mobile Home	\$191.17
Military Credit	\$186.64
Military Credit (SAVE)	
Commercial Industrial tax	\$7,234.85
Commercial Ind. Voted PPEL	\$4,686.09
Interest	\$4,986.95
Donations	
Prior Year Expenditure	
ERATE Reimbursement	\$11,658.17
Subtotal	\$659,050.69
TOTAL AVAILABLE FUND	\$1,622,038.95

	2015-2016	2016-2017	2017-2018
LESS: Expenditures			
1. Reiman Music-Instruments	\$24,837.00	\$4,700.00	\$4,463.17
2. Sterilng Computers (5)	\$3,989.90	\$3,416.00	\$998.07
3. School Dude	\$3,123.12	\$7,650.00	\$10,279.89
4. Trebon-Sophos	\$5,331.67	\$13,490.00	\$815.69
5. Software Unlimited	\$7,600.00	\$1,740.00	\$969.57
6. Parking Lot Work	\$6,900.00	\$4,180.00	\$19,474.00
7. ADA Ramps at Rbl Field	\$18,999.00	6. Delay of Game-clocks	\$525.00
8. Echenrad, Coms-Rbl Field	\$3,835.00	7. Shipping on Signs	\$5547.00
9. Sellers Const. Floor Tiles	\$2,000.00	8. Reiman-Saxophone	\$73,030.00
10. Moore Music, Trombone	\$1,750.00	9. Oneal Electric	\$935.10
11. Simplex-Fire Alarm Panel	\$5,705.00	10. Reiman Music	\$1,929.62
12. Frontline Technologies AESOP	\$3,150.64	School Instruments	\$11,621.19
13. Red Oak Diesel Bus #1A repair	\$2,590.71	12. Rogers Plumbing MS	\$2,960.55
14. Trebon-Sophos Enduser Prot.	\$4,088.00	13. Elmo Document Camera	\$17,185.78
15. Forecast 5 Analytics, Inc	\$10,500.00	14. snow blower tractor	\$651.11
16. Granger-2 Ind. Dehumidifiers MS	\$2,075.00	15. JD Mower	\$4,854.45
17. Spee, Athletics- Males/w/room	\$7,544.36	16. Heat Exchanger	\$8,250.00
18. Granger-2 Ind. Dehumidifiers HS	\$2,547.15	17. PowerEdge R730xd Server	\$30,411.00
19. O'Neal Electric-Install Door Closures	\$4,222.78	18. JD Gator	\$4,478.07
20. Infinite Campus-support	\$16,695.00	19. JD V Blade	\$14,519.71
21. Council Bluffs School- SP Ed rent	\$7,675.22	20. Suburban-1GN...GHR164160	\$1,682.76
22. Montgomery Co. Building Rental	\$264.00	21. Suburban 1GN...3HR16453	\$41,672.00
23. Montgomery C. Building Rental	\$261.00	22. Mckee Update	\$41,672.00
24. Chembert-Maintenance Serv.	\$3,550.00	23. Sterling Comp. Access points	\$16,311.50
25. Mergill-Vision Screener	\$2,890.00	24. Alley, Poyner, Macc. (Lighting)	\$14,606.00
26. Sellers Construction-W/room	\$1,541.75	25. Boyd Jones(ADA Compl)	\$1,490.00
27. Maintenance Agreement	\$7,500.00	26. AEL, MS LIFT	\$19,139.35
28. Montgomery Co. Building Rental	\$261.00	27. Camblin Mech.-A/Ea Compl.	\$37,691.25
29. Montgomery Co Building Rental (2)	\$461.00	28. Mckee	\$14,014.45
30. Council Bluffs School- Sp Ed Rental	\$6,130.97	29. 3 mo rent to CB Sp Ed	\$35,387.50
31. REV Services-HS Thermal Sys. Install	\$16,694.00	30. Alley, Poyner, Macc (Boiler Pro	\$3,155.63
32. Red Oak Do It Center-Balfield Fenchig	\$22,473.00	31. Rent to CB Sp Ed	\$1,840.20
33. Sterling Computers-Equipment	\$10,013.07	32. Boyd Jones, ADA Project	\$1,023.66
34. O'Neal Electric, HS thermal Insulation	\$16,500.00	33. REV Services-Asbestos	\$16,463.68
35. Sp Ed Rent, Council Bluffs	\$6,761.00	34. Sophos Server	\$5,596.00
36. Cargo Lift Gate on Hot Lunch Van	\$3,590.00	35. Computer Info Infinite Campus	\$2,048.10
Subtotal	\$243,976.34		\$16,658.00
Cash Balance	\$889,128.30		\$240,456.04
			\$1,381,582.91

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2015 Ogden Avenue
Suite 400
Lisle, IL 60532

June 11, 2018

Mr. Bob Deter
Red Oak Community School District
2011 N. 8th Street
Red Oak, IA 51566

Dear Mr. Deter:

Enclosed please find the following documents for the one year extension of your Rental Agreement dated July 23, 2015. Please have the Superintendent sign the Extension Agreement and return to my attention.

I have also included the annual invoice which is due July 23, 2018.

Once the documents are fully executed, I will send a copy to you for your files.

Thank you for your prompt attention in this matter. If you have any questions, please do not hesitate to call.

Sincerely,

Debbie Slaboszewski

Debbie Slaboszewski
630-512-0066 x 111
dslab@amcapfinance.com

American Capital Financial Services, Inc.

EXTENSION AGREEMENT

THIS EXTENSION AGREEMENT (this "Agreement") is made and entered into on and as of this 11th day of June, 2018 by and between American Capital Financial Services, Inc. ("Owner") and Red Oak Community School District ("Renter").

WITNESSETH:

WHEREAS, Owner and Renter are parties to a Rental Agreement (the "Agreement") dated as of July 23, 2015; and

WHEREAS, Owner and Renter desire to extend the term of the Agreement as hereinafter set forth,

NOW, THEREFORE, in consideration of the foregoing premises and the mutual covenants herein contained, the parties hereby agree as follows:

1. The parties agree that the term of the Agreement as to the equipment specified in **Exhibit A Description of Equipment** thereto shall be extended for an additional (1) year. Accordingly, and notwithstanding Rental Agreement dated as of July 23, 2015 and **Exhibit C Certificate of Acceptance** for that Agreement, the Agreement shall continue as to the equipment specified in Exhibit A Description of Equipment, thereto for 1 year beginning July 23, 2018 through July 22, 2019. The annual payment due therefore shall be \$50,599.00 and is due July 23, 2018.
2. Except as hereinabove expressly set forth, all of the terms and provisions of the Agreement are and shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective duly authorized officers on and as of this day and year first above written.

OWNER
American Capital Financial Services, Inc.

RENTER
Red Oak Community School District

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT A

DESCRIPTION OF EQUIPMENT

RE: Rental Agreement dated as of July 23, 2015, between American Capital Financial Services, Inc. (Owner) and Red Oak Community School District (Renter)

Below is a detailed description of all the items of Equipment including quantity, model number and serial number where applicable:

Six Hundred Twenty-Five (625) Lenovo Thinkpad 11e Yogas and One Hundred (100) Dell Latitude 3340 Laptop Computers

Physical Address of Equipment after Delivery :

2011 N. 8th Street, Red Oak, IA

51566

EXHIBIT C

CERTIFICATE OF ACCEPTANCE

RE: Rental Agreement dated as of July 23, 2015, between American Capital Financial Services, Inc. (Owner) and Red Oak Community School District (Renter)

I, the undersigned, hereby certify that I am a duly qualified representative of Renter and that I have been given the authority by the Governing Body of Renter to sign this Certificate of Acceptance with respect to the above referenced Agreement. I hereby certify that:

1. The Equipment described on Exhibit A has been delivered and installed in accordance with Renter's specifications.
2. Renter has conducted such inspection and/or testing of the Equipment as it deems necessary and appropriate and hereby acknowledges that it accepts the Equipment for all purposes.
3. Renter has appropriated and/or taken other lawful actions necessary to provide moneys sufficient to pay all Rental Payments required to be paid under the Agreement during the current Budget Year of Renter, and such moneys will be applied in payment of all Rental Payments due and payable during such current Budget Year.
4. Renter has obtained insurance coverage as required under the Agreement from an insurer qualified to do business in the State.
5. No event or condition that constitutes or would constitute an Event of Default exists as of the date hereof.
6. The governing body of Renter has approved the authorization, execution and delivery of this Agreement on its behalf by the authorized representative of Renter who signed the Agreement.
7. Please list the Source of Funds (Fund Item in Budget) for the Rental Payments that come due under Exhibit B of this Agreement.

Source of Funds : State Sales Tax Fund

If the above Source of Funds is solely a grant type fund, then the Renter, by signing below, hereby authorizes the General Fund of the Renter as a backup source of funds from which the Rental Payments can be made.

Red Oak Community School District


Signature

Lee Fellers, Board President
Printed Name and Title

American Capital Financial Services

2015 Ogden Ave. Suite 400
Lisle, IL 60532

Invoice

Date	Invoice #
6/11/2018	3455

Bill To
Red Oak Comm School Dist ATTN: Accounts Payable 2011 N. 8th Street Red Oak, IA 51566

P.O. No.	Terms
	Due July 23, 2018

DESCRIPTION	AMOUNT
Extension of Rental Agreement dated July 23, 2015	50,599.00
PLEASE MAKE YOUR CHECK PAYABLE TO AMERICAN CAPITAL AND SEND TO THE ADDRESS BELOW:	
PLEASE REMIT TO: American Capital Financial Services, Inc. 2015 Ogden Ave., Suite 400 Lisle, IL 60532	
THANK YOU FOR YOUR BUSINESS!!	Total \$50,599.00

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ITEMS TO INCLUDE ON AGENDA
RED OAK COMMUNITY SCHOOL DISTRICT

Not to Exceed \$19,990,000 General Obligation School Bonds, Series 2018

- Resolution Directing the Advertisement for Sale, Approving Electronic Bidding Procedures and Approving Official Statement

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

June 25, 2018

The Board of Directors of the Red Oak Community School District, in the Counties of Montgomery, Page and Pottawattamie, State of Iowa, met in _____ session, in the Inman Primary School Media Center, 900 Inman Drive, Red Oak, Iowa, at 7:00 P.M., on the above date. There were present President _____, in the chair, and the following named Board Members:

Absent: _____

Vacant: _____

* * * * *

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The matter of the issuance of General Obligation School Bonds was discussed. It was the consensus that the District should offer for public sale the bonds described in the following resolution.

Director _____ introduced the following Resolution and moved its adoption. Director _____ seconded the motion to adopt. The roll was called and the vote was:

AYES: _____

NAYS: _____

The President declared the Resolution adopted as follows:

RESOLUTION DIRECTING THE ADVERTISEMENT FOR SALE OF NOT TO EXCEED \$19,990,000 GENERAL OBLIGATION SCHOOL BONDS, SERIES 2018, APPROVING ELECTRONIC BIDDING PROCEDURES AND APPROVING OFFICIAL STATEMENT

WHEREAS, at a special election of the qualified electors of the Red Oak Community School District in the Counties of Montgomery, Page and Pottawattamie, State of Iowa, held on June 27, 2017, the voters authorized the issuance of \$19,990,000 of General Obligation School Bonds for the District for the purpose of providing funds to remodel, renovate, improve, refurbish, furnish and equip and to construct, furnish and equip additions to the existing high school campus (including the Tech Center) and the Inman Campus; and to improve the existing high school (including the Tech Center) site; and

WHEREAS, this Board finds it advisable and necessary that bonds authorized at the election be offered for sale for the purpose authorized at the election; and

WHEREAS, the Board deems it in the best interests of the School District and the residents thereof to receive bids to purchase such General Obligation School Bonds by means of both sealed and electronic internet communication; and

WHEREAS, the Board has received information from its Financial Advisor, recommending the procedure for electronic bidding so as to provide for the integrity of the competitive bidding process and to facilitate the delivery of bids by interested parties:

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

Section 1. That the PARITY® Competitive Bidding System described in the Notice of Sale and the Electronic Bidding Procedures attached hereto are found and determined to provide reasonable security and to maintain the integrity of the competitive bidding process, and to facilitate the delivery of bids by interested parties in connection with the offering at public sale of not to exceed \$19,990,000 General Obligation School Bonds, Series 2018.

Section 2. That all electronic bidding shall be submitted in substantial conformity with Iowa Code Section 75.14 and Chapter 554D.

Section 3. That General Obligation School Bonds, Series 2018, in the aggregate amount of not to exceed \$19,990,000, to be issued as referred to in the preamble of this Resolution, to be dated August 28, 2018, will be offered for sale pursuant to published advertisement.

Section 4. That the Secretary of the Board of this School District publish notice of the sale of bonds at least once, the last one of which is not less than four days nor more than twenty days before the date of the sale. Publication will be in the *Red Oak Express*, a legal newspaper published wholly in the English language, published within the County in which the bonds are to be offered for sale or an adjacent County. Notice is given pursuant to Iowa Code chapter 75 that bids will be received and acted upon by this Board at a meeting to be held at 7:00 P.M. on July 23, 2018; the notice must be in substantially the following form:

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**NEWSPAPER COPY
TO BE PUBLISHED AFTER JULY 3, 2018 AND BEFORE JULY 19, 2018**

(One publication required)

NOTICE OF BOND SALE

Time and Place of Sale: Sealed bids or electronic bids for the sale of General Obligation School Bonds, Series 2018, of the Red Oak Community School District, in the Counties of Montgomery, Page and Pottawattamie, State of Iowa (the "Issuer"), will be received at the office of the Superintendent of the District until 1:00 P.M. on July 23, 2018. The bids will be publicly opened at that time and evaluated by the Superintendent, Board Secretary and Financial Advisor and referred for action at the meeting of the Board of Directors.

Sale and Award: The sale and award of the bonds will be held at the Board meeting scheduled at 7:00 P.M. on the same date.

The Bonds. The bonds to be offered are the following:

GENERAL OBLIGATION SCHOOL BONDS, SERIES 2018, in the principal amount of not to exceed \$19,990,000 to be dated August 28, 2018 (the "Bonds").

**The Issuer may increase or decrease each maturity, but the total amount to be issued will not exceed \$19,990,000.*

Manner of Bidding: Open bids will not be received. No bid will be received after the time specified above for receiving bids. Bids will be received by any of the following methods:

- Sealed Bidding: Sealed bids or electronic proposals may be submitted and will be received at the office of the Superintendent, Red Oak Community School District, Red Oak, Iowa.
- Electronic Bidding: Electronic bids via PARITY® will be received at the office of the Superintendent, Red Oak Community School District, Red Oak, Iowa. The bids must be submitted through PARITY®.
- Electronic Facsimile Bidding: Electronic facsimile bids will be received at the office of the Superintendent, Red Oak Community School District, Red Oak, Iowa, (712) 623-6603. Electronic facsimile bids will be sealed and treated as sealed bids.

Official Statement: The Issuer has issued an Official Statement of information pertaining to the Bonds to be offered, including a statement of the Terms of Offering and an Official Bid Form, which is incorporated by reference as a part of this notice. The Official Statement may be obtained by request addressed to the Secretary of the Board of Directors, Red Oak Community

School District, 2011 North 8th Street, Red Oak, Iowa 51566, (712) 623-6600; or Matt Gillaspie, Piper Jaffray & Co., 3900 Ingersoll, Suite 110, Des Moines, Iowa 50312, (515) 247-2353.

Terms of Offering: All bids must be in conformity with and the sale must be in accordance with the Terms of Offering as set forth in the Official Statement.

Legal Opinion: Bonds will be sold subject to the opinion of Ahlers & Cooney, P.C., Attorneys of Des Moines, Iowa, as to the legality and their opinion will be furnished together with the printed bonds without cost to the purchaser and all bids will be so conditioned. Except to the extent necessary to issue their opinion as to the legality of the Bonds, the attorneys will not examine or review or express any opinion with respect to the accuracy or completeness of documents, materials or statements made or furnished in connection with the sale, issuance or marketing of the Bonds.

Rights Reserved: The right is reserved to reject any or all bids, and to waive any irregularities as deemed to be in the best interests of the public.

By order of the Board of Directors of the Red Oak Community School District in the Counties of Montgomery, Page and Pottawattamie, State of Iowa.

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

(End of Notice)

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Section 5. That the preliminary Official Statement in the form presented to this meeting be and the same hereby is approved as to form and deemed final for purposes of Rule 15c2-12 of the Securities and Exchange Commission, subject to such revisions, corrections or modifications as the Superintendent and Board Secretary, upon the advice of the District's Financial Advisor, shall determine to be appropriate, and is authorized to be distributed in connection with the offering of the Bonds for sale.

PASSED AND APPROVED this 25th day of June, 2018.

President of the Board of Directors

ATTEST:

Secretary of the Board of Directors

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Electronic Bidding Procedures

Electronic facsimile bids must be delivered according to the following procedures:

- 1) A fax number and a telephone number will be provided to potential bidders in the Official Terms of Offering and in the Official Bid Form included in the Official Statement.
- 2) On or before the day bids are to be taken, potential bidders may fax signed Official Bid Forms, without price or coupons, to the fax number included in the Official Statement.
- 3) Prior to the deadline for receiving bids:
 - a. Bidders may fax a completed and signed Official Bid Form to the number provided in the Official Terms of Offering; or
 - b. Bidders by fax or phone may provide the final price and coupons to be inserted in the previously provided signed Official Bid Form; or
 - c. The financial advisor may call potential bidders to request final price and coupons to be inserted in a previously provided signed Official Bid Form.

The financial advisor will note the price and coupon on the signed Official Bid Form if taken by telephone. The name of the bidder representative from whom the price and coupon were taken and the time at which they were taken must be noted on the Official Bid Form.

- 4) The financial advisor will verify the TIC and conformance with Official Terms of Offering.
- 5) Final bids will be sealed, submitted, and publicly opened by the Board's designated representative.
- 6) Subsequent to the receipt of bids, the bidder submitting the best bid will be called by the financial advisor to verify that it submitted the bid, to verify the terms, and to request re offering rates.

The telephone and fax lines at the offices of the School District will be kept open to the extent possible for an hour prior to the sale deadline. The financial advisor must not share non-public bid information of one underwriter with another underwriter or with anyone not officially involved with the bidding process.

Verification of the underwriter submitting the best bid via PARITY® may be relied upon by virtue of PARITY's® requirement of registration prior to submitting a bid.

STATE OF IOWA

)

) SS: PUBLICATION CERTIFICATE

COUNTY OF MONTGOMERY

)

I certify that I am the Secretary of the Board of Directors of the Red Oak Community School District in the Counties of Montgomery, Page and Pottawattamie, State of Iowa, and that as Secretary of the Board of Directors and by full authority from the Board of Directors, a

NOTICE OF BOND SALE

of which the clipping annexed to the publisher's affidavit attached, is in words and figures a correct and complete copy was published at least once, not less than four days nor more than twenty days prior to the date of the sale, in the *Red Oak Express* in Red Oak, Iowa, a legal newspaper published at least once weekly, printed wholly in the English language, published regularly and mailed through the post office of current entry for more than two years and which have had for more than two years a bona fide paid circulation recognized by the postal laws of the United States which is published in the County or a county contiguous to the place of sale, and has a general circulation, and that the Notice was published in the newspaper in all of the issues published and circulated on the following date:

_____, 2018

Dated _____, 2018.

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

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Ahlers & Cooney, P.C.
Attorneys at Law

100 Court Avenue, Suite 600
Des Moines, Iowa 50309-2231
Phone: 515-243-7611
Fax: 515-243-2149
www.ahlerslaw.com

Elizabeth A. Grob
515.246.0305
bgrob@ahlerslaw.com

June 4, 2018

VIA E-MAIL

Deb Drey
Red Oak Community School District
2011 North 8th Street
Red Oak, IA 50129

Re: Bond and Disclosure Counsel Engagement Agreement - Proposed Issuance of
\$19,990,000 General Obligation School Bonds, Series 2018 (the "Bonds")

Dear Deb:

The purpose of this Engagement Agreement (the "Agreement") is to disclose and memorialize the terms and conditions under which services will be rendered by Ahlers & Cooney, P.C., as bond counsel and disclosure counsel to the Red Oak Community School District (the "Issuer") in connection with the issuance of the Bonds. The Bonds will be secured by the debt service levy and are being issued to complete the project approved by the voters at the June 27, 2017 General Obligation Bond Election. We understand the Bonds will be sold at a public sale and that you have engaged Piper Jaffray & Co. as your financial advisor. While additional members of our firm may be involved in representing the Issuer on other matters unrelated to the Bonds, this Agreement relates to the agreed-upon scope of bond counsel services described herein.

SCOPE OF ENGAGEMENT

Bond Counsel

In the role of Bond Counsel, we will provide the following services:

- (1) Subject to the completion of proceedings and execution of documents to our satisfaction, render our legal opinion (the "Bond Opinion") regarding the validity and enforceability of the Bonds, the source of payment and security for the Bonds, and the tax status of the Bonds for federal income tax purposes.
- (2) Prepare and review documents necessary or appropriate to the authorization, issuance and delivery of the Bonds, and coordinate the authorization and execution of such documents.
- (3) Review legal issues relating to the structure of the Bond issue.
- (4) Review or prepare those sections of the official statement, private placement memorandum or other form of offering or disclosure document (the "Offering Documents") to be disseminated in connection with the sale of the Bonds that describe the terms of the Bonds, Iowa and federal law pertinent to the validity of the Bonds, the tax status of interest on the Bonds, and the Bond Opinion.

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- (5) Upon request, assist the Issuer in presenting information to bond rating organizations and providers of credit enhancement relating to the issuance of Bonds.
- (6) Prepare the notice of sale relating to the competitive sale of Bonds.
- (7) File an appropriate Form 8038 with the IRS after Closing.

As bond counsel, our examination will extend to the actions and approvals necessary to authorize the issuance and initial delivery of the Bonds to the original purchaser thereof. Our Bond Opinion does not extend to any re-offering of the Bonds by the original purchaser or other persons. The Bond Opinion will be delivered by us on the date the Bonds are exchanged for their purchase price (the "Closing") and will be based on facts and law existing as of its date. In rendering our Bond Opinion, we will rely upon the certified proceedings and other certifications of public officials and other persons furnished to us without undertaking to verify the same by independent investigation, and we will assume continuing compliance by the Issuer with applicable laws relating to the Bonds. During the course of this engagement, we will rely on the Issuer, and authorized officials, to provide us with complete and timely information on all developments pertaining to any aspect of the Bonds and their security.

Disclosure Counsel

As Disclosure Counsel to the District, we will work with the District, including the officers and employees, the Financial Advisor, and other parties to this transaction to provide the following services:

1. Consult with District officials, District staff and District's Financial Advisor and/or Dissemination Agent concerning disclosure requirements, questions and issues relating to the initial issuance of the Bonds and concerning continuing disclosure requirements.
2. Attend, upon request, any meeting of the District or any meeting of District staff relating to disclosure matters that pertain to the District's issuance of the Bonds.
3. Review the District's preliminary and final official statements, prepared by Piper Jaffray & Co., in connection with the Bond offering for Issuer's review and approval, with the assistance of District officials and staff.
4. Review all Bond documents prepared in connection with the issuance of the Bonds to the extent such documents involve or affect disclosure matters.
5. Consult with District officials and staff regarding all matters relating to continuing disclosure requirements that pertain to the Bonds, specifically to include those imposed by Securities and Exchange Commission Rule 15c2-12.
6. Provide the District such other legal services and advice with respect to the Bonds as are traditionally provided by disclosure counsel.
7. Subject to the completion of proceedings to our satisfaction, we will render our written advice addressed to the District stating that, in the course of our participation in the preparation of the Official Statement, no information has come to our attention which leads us to believe that the Official Statement (excluding the financial and demographic information or charts, engineering and statistical data, financial statements, statements of trends and forecasts, information concerning any bond insurance and The Depository Trust Company, included in the Official Statement, and in the Appendices, as to which we will not express any opinion or view) contains any untrue statement of a material fact or omits

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to state a material fact required to be stated therein or necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading. In rendering our advice, we will rely upon the certified proceedings and other certifications of public officials and other persons furnished to us without undertaking to verify the same by independent investigation. During the course of the engagement, we will rely on the District's staff to provide us with complete and timely information on all developments pertaining to any aspect of the Bonds and their security.

The written advice rendered hereunder will be dated and executed and delivered by us at Closing and will be based on existing law as of its date. Upon delivery of our written advice and the filing of all appropriate closing documents, our responsibilities as disclosure counsel will be concluded with respect to the issuance of the Bonds.

COOPERATION

To enable us to provide effective representation, the District agrees to: (1) disclose to us, fully and accurately and on a timely basis, all facts and documents that are or might be material or that we may request; (2) keep us apprised on a timely basis of all developments relating to the representation that are or might be material; (3) attend meetings, conferences, and other proceedings when it is reasonable to do so; and (4) cooperate fully with us in all matters relating to the engagement. During the course of this engagement, we will rely on the District staff to provide us with complete and timely information on all developments pertaining to any aspect of the Bonds and the security for the Bonds.

LIMITATIONS

The duties covered by this engagement are limited to those expressly set forth above. Our fee *does not* include the following services, or any other matter not required to render our Bond Opinion or written advice as Disclosure Counsel:

- (a) Preparing requests for tax rulings from the Internal Revenue Service, or "no action" letters from the Securities and Exchange Commission.
- (b) Drafting state constitutional or legislative amendments.
- (c) Pursuing test cases or other litigation, such as contested validation proceedings.
- (d) Representing the Issuer in Internal Revenue Service examinations or inquiries, or Securities and Exchange Commission investigations.
- (e) After Closing, providing continuing advice to the Issuer or any other party concerning actions necessary to assure that interest paid on the Bonds will continue to be excludable from gross income for federal income tax purposes (e.g. this Bond Counsel engagement for the Bonds does not include rebate calculations, nor continuing post-issuance compliance activities).
- (f) Opining on a continuing disclosure undertaking pertaining to the Bonds and, after the execution and delivery of the Bonds, providing advice concerning any actions necessary to assure compliance with any continuing disclosure requirements;
- (g) After Closing, providing continuing advice to the District or any other party concerning disclosure issues or questions that relate to the Bonds, e.g., questions regarding actions necessary to assure fulfillment of continuing disclosure responsibilities.

We will provide one or more of the services listed in (a)–(g) upon your request, however, a separate, written engagement will be required before we assume one or more of these duties. The remaining services in this list, specifically those listed in subparts (h)–(l) below, are not included in this Agreement, nor will they be provided by us at any time.

- (h) Providing any advice, opinion or representation as to the financial feasibility or the fiscal prudence of issuing the Bonds, the financial condition of the District, or to any other aspect of the financing, such as the proposed financing structure, use of a financial advisor, or the investment of proceeds of the Bonds.
- (i) Acting as an underwriter, or otherwise marketing the Bonds.
- (j) Acting in a financial advisory role.
- (k) Preparing blue sky or investment surveys with respect to the Bonds.
- (l) Making an investigation or expressing any view as to the creditworthiness of the Issuer or of the Bonds.

ATTORNEY-CLIENT RELATIONSHIP

Upon execution of this Agreement, the Issuer will be our client and an attorney-client relationship will exist between us with respect to the issuance of the Bonds. We assume that all other parties will retain such counsel as they deem necessary and appropriate to represent their interests in this transaction. We further assume that all parties understand that in this transaction we represent only the Issuer, we are not counsel to any other party, and we are not acting as an intermediary among the parties. Our services are limited to those contracted for in this Agreement; the Issuer's execution of this Agreement will constitute an acknowledgement of those limitations. Our representation of the Issuer will not affect, however, our responsibility to render an objective Bond Opinion or written advice as Disclosure Counsel.

Our representation of the Issuer and the attorney-client relationship created by this Agreement will be concluded upon issuance of the Bonds. Nevertheless, subsequent to Closing, we will mail the completed Internal Revenue Service Form 8038-G and prepare and distribute to the participants in the transaction a transcript of the proceedings pertaining to the Bonds.

OTHER REPRESENTATIONS

As you are aware, our firm represents many political subdivisions, companies and individuals. It is possible that during the time that we are representing the Issuer, one or more of our present or future clients will have transactions with the Issuer. We do not believe such representation, if it occurs, will adversely affect our ability to represent you as provided in this Agreement, either because such matters will be sufficiently different from the issuance of the Bonds so as to make such representations not adverse to our representation of you, or because the potential for such adversity is remote or minor and outweighed by the consideration that it is unlikely that advice given to the other client will be relevant to any aspect of the issuance of the Bonds. We will decline to participate in any matter where the interests of our clients, including the Issuer, may differ to the point where separate representation is advisable. The firm historically has arranged its practice to hold such occasions to a minimum, and intends to continue doing so. Execution of this Agreement will signify the Issuer's consent to our representation of others consistent with the circumstances described in this paragraph.

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FEES

Bond Fees:

The fee we charge for services rendered under this Agreement for which we give a Bond Opinion and written advice as Disclosure Counsel is based upon: (i) our current understanding of the terms, structure, size and schedule of the financing represented by the Bonds; (ii) the duties we will undertake pursuant to this Agreement; (iii) the time we anticipate devoting to the financing; and (iv) the responsibilities we will assume in connection therewith. We estimate our fee for Bond Counsel services to be \$22,500 and our fee for Disclosure Counsel services to be \$7,500. If at any time, we believe that circumstances require an adjustment of our original fee estimate, we will advise you. Such adjustment might be necessary in the event: (a) the principal amount of Bonds actually issued differs significantly from the amount stated above; (b) material changes in the structure or schedule of the financing occur; or (c) unusual or unforeseen circumstances arise which require a significant increase or decrease in our time or responsibility. It is not anticipated that it will be necessary for us to personally attend meetings in order to provide the services outlined above but we will do so in the event that circumstances require.

In addition to the above fee, we will bill for all customary client charges made or incurred on your behalf, such as travel costs reimbursement, photocopying, deliveries, computer-assisted research, bond printing, and other related expenses. We estimate that such charges will not exceed \$500 per issue of Bonds. We will contact you prior to incurring expenses that exceed this amount.

Billing Matters:

We will submit a summary invoice for the professional services described herein after Closing. In the event of a substantial delay in completing the financing, we reserve the right to present an interim statement for payment. Unless other arrangements have been agreed upon in advance, we anticipate our statements to be paid in full within thirty (30) days of receipt.

If, for any reason, the financing represented by an issue of Bonds is not consummated or is completed without the delivery of our Bond Opinion, and written advice as Disclosure Counsel or our services are otherwise terminated, we will expect to be compensated at our normal hourly rates, plus client charges, as described above (not to exceed the fee we would have received if we had rendered our Bond Opinion and written advice as Disclosure Counsel). My current hourly rate is \$315. Work performed by other attorneys will be billed at their current hourly rate. Associate attorneys begin at \$200, and work by legal assistants will be billed at \$100. The hourly rates reflected herein are subject to our periodic review and adjustment – typically annually.

Other Advice:

If requested, we will maintain one or more separate accounts for periodic services rendered to the Issuer in connection with other matters unrelated to any particular Bond financing. Such services may involve the rendering of advice, opinions or other assistance in connection with such issues including, but not limited to (i) financing alternatives in connection with a particular project, (ii) compliance with lending programs, (iii) the impact of specified actions on tax-exempt status of outstanding Bonds, or (iv) other matters the Issuer may seek advice or guidance upon. Billings for such separate services will be based on our standard hourly rate of the individual attorney performing the services. Statements for any such additional services shall be submitted periodically, but no less frequently than semi-annually.

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RECORDS

At your request, papers and property furnished by you will be returned promptly upon receipt of payment for outstanding fees and client charges. Our own files, including lawyer work product, pertaining to the transaction will be retained by us. For various reasons, including the minimization of unnecessary storage expenses, we reserve the right to dispose of any documents or other material retained by us after the termination of this Agreement. It is our practice to retain transcripts for each financing for at least the life of the Bonds. You will be notified prior to destruction of our file, and will have the option to request them, should you desire.

Please carefully review the terms and conditions of this Agreement. *If the above correctly reflects our mutual understanding, please so indicate by returning a copy of this letter signed and dated by the Board President, retaining the original for your file.*

If you have questions regarding any aspect of the above or our representation as Bond Counsel or Disclosure Counsel, please do not hesitate to contact me.

It has been a pleasure to serve you in the past, and we look forward to our continued relationship.

Very truly yours,

AHLERS & COONEY, P.C.



Elizabeth A. Grob

EAG:nj
Enclosures

cc: Tom Messinger, Superintendent

Accepted and Approved this _____
day of _____, 2018:

RED OAK COMMUNITY SCHOOL DISTRICT

By _____
President of the Board of Directors

Woodward-Granger Community School District

Serving the Communities of Woodward and Granger

Bradley Anderson
Superintendent
1904 State Street
Granger, IA 50109
515-999-8022
Fax 515-999-8025

Robb Boley
HS Principal
306 West Third Street
Woodward, IA 50276
515-438-2115
Fax 515-438-4329

Amy Bidwell
MS Principal
306 West Third Street
Woodward, IA 50276
515-438-4263
Fax 515-438-4329

Matt Brummond
Early Learning Ctr. Principal
2200 State Street
Granger, IA 50109
515-999-8058
Fax 515-999-8060

Matt Brummond
Elementary Principal
2002 Oak Street
Granger, IA 50109
515-999-2357
Fax 515-999-9299

Rebekka Maass
Grandwood Principal
1251 334th Street
Woodward, IA 50276
515-438-3240
Fax 515-438-3414

Building Futures, One Student at a Time

INTER-AGENCY AGREEMENT FOR SPECIAL EDUCATION

INSTRUCTIONAL PROGRAM 2017-2018

This agreement is entered in Red Oak Community School District and the Woodward-Granger Community School District.

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

CONDITION I

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


CONDITION II

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

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

Signed _____
Superintendent or Authorized Agent Designee of Sending District

Date _____

Signed 
Superintendent or Authorized Agent Designee, W-G Community School

Date: 6/6/2018

Contract Services provided for: Student Name: ;

Start Date: 4/5/2018

Special Ed Weighting Level: 1.72

Academy Special Education Program

Please return one signed copy to:

Woodward-Granger Schools, 1904 State Street, Granger, IA 50109
Attention: Beth Griffin

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CURRENT MEAL PRICES FROM 2017-2018	SUGGESTED MEAL PRICES FOR 2018-2019 (no change from 2017-2018 School Year)
Breakfast K-12 student per day \$1.70	Breakfast K-12 student per day \$1.70
Breakfast adult per day \$2.00	Breakfast adult per day \$2.00
Lunch K-3 student per day \$2.55	Lunch K-3 student per day \$2.55
Lunch 4-12 student per day \$2.70	Lunch 4-12 student per day \$2.70
Lunch adult per day \$3.70	Lunch adult per day \$3.70
PreK-12 extra milk \$.45	PreK-12 extra milk \$.45

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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:

Reviewed:

Revised:

Red Oak Community School District

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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.

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.

Approve:

Reviewed:

Revised:

41

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:

Reviewed:

Revised:

Red Oak Community School District

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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.

Approve:

Reviewed:

Revised:

Red Oak Community School District

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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:

Reviewed:

Revised:

44

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:

Reviewed:

Revised:

Red Oak Community School District

45

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:

Reviewed:

Revised:

4/6

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:

Reviewed:

Revised:

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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.
- 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.

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- 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

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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

Approved:

Reviewed:

Revised:

Red Oak Community School District

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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:

Reviewed:

Revised:



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 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:

Reviewed:

Revised:

Red Oak Community School District

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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.

Approved:

Reviewed:

Revised:

Red Oak Community School District

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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 employee of 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:

Reviewed:

Revised:

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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.

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.

Approved _____ Reviewed _____ Revised _____

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:

Reviewed:

Revised:

Red Oak Community School District

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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.

WS

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,

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- 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. Employees must have insurance and license on file at the Red Oak Administrative office.

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:

Reviewed:

Revised:

08

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.

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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.

Approved:

Reviewed:

Revised:

710

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 1st 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:

Reviewed:

Revised:

7/1

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:

Reviewed:

Revised:

12

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:

Reviewed:

Revised:

13

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.

Approved:

Reviewed:

Revised:

74

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.

Approved:

Reviewed:

Revised:

15

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:

Reviewed:

Revised:

7/6

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:

Reviewed:

Revised:

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:

Reviewed:

Revised:

78

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:

Reviewed:

Revised:

79

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.

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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.

Approved:

Reviewed:

Revised:

82

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:

Reviewed:

Revised:

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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.

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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 of _____ Physical abuse _____ sexual abuse*

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

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.

Your name, address and telephone number:

Relationship to student:

Complainant Signature

Witness Signature

Date

Witness Name (please print)

Witness Address

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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

Students Name: _____

Student's Age _____ Students 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: 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)

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

*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

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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.

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

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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: _____

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

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.

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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.

Approved:

Reviewed:

Revised:

9/4

Red Oak Community School District

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:

Reviewed:

Revised :

AS

Red Oak Community School District

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 school district will provide the standard examination form to be completed by Heartland Occupational Medicine. Failure to use our designated doctor, Heartland Occupational Medicine, will result in loss of reimbursement.

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.

All new employees will be reimbursed \$50.00 out of pocket expense by the Red Oak Community School District.

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Approved:

Reviewed:

Revised:

97

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.

Approved:

Reviewed:

Revised:

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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 immunoexpressed 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:

Reviewed:

Revised:

99

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.

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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.

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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:

Reviewed:

Revised:

103

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:

Reviewed:

Revised:

10/4

Red Oak Community School District

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.

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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)

10/6

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 vehicles.

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, 1901 N. Broadway St. Red Oak, IA 51566.

Approved:

Reviewed:

Revised :

Red Oak Community School District

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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)

109

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:

Reviewed:

Revised:

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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;
 - 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.

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- 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.*)

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 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.

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- 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.

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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 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
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

Details of needed reduction in work schedule as follows:

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

I realize I may be moved to an alternative position during 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 respectfully 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 the 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.

Approved :

Reviewed:

Revised :

Red Oak Community School District

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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.

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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 from 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.

Approved

Reviewed

Revised

Red Oak Community School District

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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:

Reviewed:

Revised :

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Learning Management System

ENTERPRISE EDITION

Sales Order for:

Red Oak Comm School District

Red Oak Comm School District Renewal 2018

2011 N 8TH St

Red Oak, IA 51566-1372

Client Success

clientsuccess@schoolology.com

212 213 8333 x 63

Schoolology, Inc.

2 Penn Plaza, 10th Floor

New York, NY 10121

www.schoolology.com

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This document represents an agreement between Red Oak Comm School District. (Red Oak Comm School District.) and Schoolology, Inc. (Schoolology) for the purchase of services in connection with Schoolology's web-based learning management system (LMS). All costs are represented in Exhibit A, Pricing.

Enterprise Subscription

Red Oak Comm School District's Enterprise Subscription to Schoolology's LMS includes the products and services described below. All associated database hardware, maintenance and upgrades are included.

User Authentication

Red Oak Comm School District will have access to Schoolology's flexible Administrative Configuration Interface, which allows system administrators to manage user single sign-on (SSO) configuration, providing integration with Red Oak Comm School District's remote identity provider.

Advanced User Management

Red Oak Comm School District will have access to Schoolology's advanced User Management Interface which allows system administrators to manage user roles, permissions, privacy, and overall system settings. This also affords administrators the ability to manage user, course and enrollment data.

Enterprise Management Interface

Red Oak Comm School District will have the ability to create and manage multiple institutions and/or departments/divisions using the Enterprise Management Interface. System administrators can organize users by department, building, or institution, and have the ability to designate other users as administrators. In addition, system administrators can manage all users, institutions, and/or departments/divisions from the main parent account.

Branding

Schoolology will provide custom branding services to the user interface for Red Oak Comm School District's instance of the LMS. The top banner and links will be branded with Red Oak Comm School District's desired color scheme, and the Schoolology logo will be replaced with Red Oak Comm School District's logo. In addition, Red Oak Comm School District will receive domain customization (e.g.lms.clientname.org) or subdomain customization (e.g. clientname.schoolology.com).

Support Services

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All Schoolology users can access support documentation 24/7/365 via the Schoolology Help Center (<https://support.schoolology.com>). This resource contains a wealth of curated content, including role-based user guides, a document center with quick reference cards and release notes, troubleshooting tips, Schoolology FAQ's, and an archive of regularly updated videos and webinars. Schoolology also provides active community support within the Help Center, with discussions and responses moderated by Schoolology employees, and regular announcements of new Schoolology features.

As an Enterprise client you will have access to prioritized support. You may choose up to three (3*) dedicated Support Contacts from your organization, whose role is to relay any questions, concerns or ideas to the Schoolology team. Support Contacts can contact Schoolology by:

1. **Phone:** Support Contacts may contact a Schoolology representative by using a unique support code which can be found by clicking the 'Help Center' icon (Only visible to Support Contacts).
2. **Ticketing System:** Support Contacts may create and track their own support tickets by going directly to **support.schoolology.com**.
3. **Chat:** Support contacts may use the Chat feature to contact a Schoolology representative to ask questions and troubleshoot issues.

*More contacts are available at \$500/license/year

With Standard Support, Support Contacts are qualified, through training and experience, to provide first-level support to local users. Typical issues resolved by Support Contacts include access problems and general usage questions. Support Contacts are also empowered to escalate issues to Schoolology Support for second and third tier support. Schoolology Support Specialists and Engineers are personable, expert in-house Schoolology employees based in the corporate headquarters.

Standard Support includes 24/7/365 Online Help Center access, 24/7/365 Community access, and web ticket, phone, and chat support for Support Contacts during business hours (Monday-Friday 8 am - 8 pm ET). Standard support is included in the cost of subscription.

Add-on Services

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Additional Data Integration Services

Red Oak Comm School District has purchased additional data integration services. Your Client Success Manager (CSM) will work with you to develop a plan around your organization's needs and work with Schoolology team members to complete the scope of work that is requested.

Additional data integration services includes up to eight hours of meeting and work time with an individual from the Schoolology team, if the work outline amounts to more than eight hours or Red Oak Comm School District modifies the scope of the project additional fees may be charged.

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Master Subscription Agreement

By executing this Sales Order, you acknowledge that you have read, understood, and agreed to be bound by the terms and conditions of the updated Master Subscription Agreement located at <https://dl.dropboxusercontent.com/s/ta7bg3tdomap3pv/Schoology%20MSA%2020161025.pdf>. The Master Subscription Agreement governs your acquisition and use of our services set forth in this Sales Order.

SUBSCRIBER NAME:

Red Oak Comm School District

Signature: _____

Printed Name: _____

Title: _____

Date: _____

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Cost Summary

Exhibit A – Pricing

Contract Start Date: **July 1, 2018**
Contract End Date: **June 30, 2019**
Enrollment: **600**

Enterprise Subscription

Description	Quantity	Rate	Subtotal
Enterprise Subscription	600	\$10.00 Per Student	\$6,000.00
			\$6,000.00

Enterprise Services

Description	Quantity	Rate	Subtotal
Additional Data Integration Services	1	\$0.00	\$0.00
			\$0.00

Grand Total: US \$6,000.00

This Sales Order is valid until June 03, 2018.

Thank you for your business!

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SECOND EXTENSION TO AGREEMENT

SECOND EXTENSION TO AGREEMENT dated as of the first day of July 2018, by, and between Red Oak Community School District, (Address), in the city of Red Oak, Iowa hereinafter referred to as the School Food Authority (SFA) and Taher Inc. 5570 Smetana Dr Minnetonka MN 55343, hereinafter referred to as the Food Service Management Company (FSMC)

Indicate first day of school when reimbursable meals will be offered: 8/23/2018

THE PARTIES AGREE AS FOLLOWS

WHEREAS, the parties hereto were parties to an agreement dated as of August, 2016, where in the FSMC agreed to provide food service management to the SFA's school buildings in Red Oak, Iowa; and

WHEREAS, the parties desire to further extend the term of the Agreement for an additional one year period commencing July 1, 2018 and ending June 30, 2019 upon the same terms and conditions set forth in the Agreement as amended herein;

NOW, THEREFORE, in consideration of the covenants and agreements hereinafter expressed and expressed in the Agreement, it is mutually covenanted and agreed by and between the parties hereto as follows:

PRICING

Section J, 6a, of the Agreement is deleted in its entirety and the following substituted in lieu thereof:

1. Fee per Meal Equivalent for Administrative Rate in each program:
 - a. Lunch: \$3.323
 - b. Breakfast: \$2.757
 - c. Equivalent: \$3.323
 - d. Sumer School Lunch Program Lunch: \$3.636

Section III.J.8 of the agreement is deleted in its entirety and following substituted in lieu thereof:

Guaranteed Return. BASED ON THE CONSTRUCTION PROJECT DURING THE 18/19 SCHOOL YEAR, THE GUARANTEE WILL BE A LOSS OF

\$2,390.56 FOR THE OPERATION OF THE FOOD SERVICE PROGRAM FOR THE SFA.

REAFFIRMATION

Except for the amendment set forth in Paragraph 1 above, the parties hereto reaffirm the Agreement as initially set forth in its entirety.

ACKNOWLEDGEMENT

Each apart hereto acknowledges that it has no actual knowledge of breach by the other party as of the date of this first Extension to the Agreement.

IN WITNESS WHEREOF, the parties have executed this First Extension to Agreement as of the day and year written below.

SCHOOL FOOD AUTHORITY

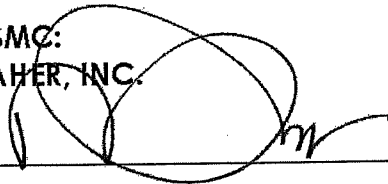
RED OAK COMMUNITY SCHOOL DISTRICT

By : _____

Title: _____

Date: _____

**FSMC:
TAHER, INC.**



By: Bruce Taher

Title: CEO

Date: 6/15/18

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Department of Education, Bureau Nutrition and
Health Services

Reviewed as of the ___ day of _____, 2018

By: _____

Title: Consultant

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary
Exclusion –Lower Tier Covered Transactions**

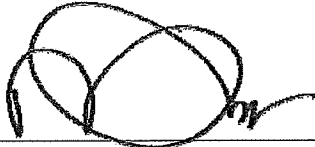
This certification is required by the regulations, implementing Executive Order 12549, Debarment and Suspension, 7CFR Part 3017, Section 3017.5110, Participants' responsibilities. The regulations were published as Part IV of the January 30, 1989, Federal Register (pages 4722-4733). Copies of the regulation may be obtained by contacting the Department of Agriculture Agency with which this transaction originated.

1. The prospective lower tier participant certifies, by submission of this proposal that neither it nor its principles is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the Prospective lower tier participant is unable to certify to any of the statement in this certification, such prospective participant shall attach an explanation to this proposal.

Taher, Inc.
Organization Name

National School Lunch Program
Project Name

Bruce Taher, CEO
Name and Title of Authorized Representative



Signature

5/16/18

Date

1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out on the reverse side in accordance with these instructions.

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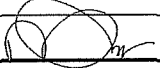
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to another remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at an time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms 'covered transaction,' 'debarred,' 'suspended,' 'ineligible,' 'lower tier covered transaction,' 'participant,' 'person,' 'primary covered transaction,' 'principal,' 'proposal,' and 'voluntarily excluded,' as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by he department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," with out modification, in all lower tier covered transactions and in all solicitation for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
8. Nothing contained the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant s not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation is this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

Approved by OMB
0348-0046

(See reverse for public burden disclosure.)

1. Type of Federal Action: <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	3. Report Type: <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change For Material Change Only: year _____ quarter _____ date of last report _____
4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known: Congressional District, if known: 4c		5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: Congressional District, if known:
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, if applicable: _____	
8. Federal Action Number, if known:	9. Award Amount, if known: \$ _____	
10. a. Name and Address of Lobbying Registrant <i>(if individual, last name, first name, MI):</i>	b. Individuals Performing Services <i>(including address if different from No. 10a)</i> <i>(last name, first name, MI):</i>	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature:  Print Name: <u>Bruce Taher</u> Title: <u>CEO</u> Telephone No.: <u>952-945-0505</u> Date: <u>5/16/18</u>	
Federal Use Only:		Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)

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CERTIFICATION REGARDING LOBBYING

**Applicable to Grants, Subgrants, Cooperative Agreements, and
Contracts Exceeding \$150,000 in Federal Funds.**

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by Section 1352, Title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all covered subawards exceeding \$150,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Taher, Inc. _____

Name of Organization Submitting Bid

5570 Smetana Drive _____

Address of Organization Submitting Bid

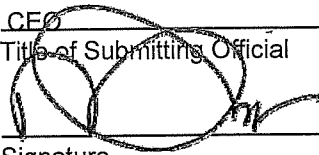
Minnetonka, MN 55343 _____

City State Zip Code

Bruce Taher _____

Name of Submitting Official

CEO
Title of Submitting Official _____


Signature _____

5/16/18 _____

Date

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ALLOWABLE EXPENDITURES

- Food purchases and costs directly related to the storage, handling, processing and transportation of food
- Labor costs directly related to operating the Child Nutrition Programs including wages, employer's share of retirement, Social Security insurance payments, bonuses and fringe benefits
- Other supplies and expendable equipment used directly in the operation of the school food service including items that must be replaced from time to time such as pots and pans, serving trays, dishes, glassware, silverware, linen, mops, brooms, cleaning supplies, etc.
- Nonexpendable items used directly in preparing, storing, or serving school meals including ranges, refrigerators, freezers, steam tables, mixers, storage cabinets, tables, chairs, hot water heaters, portable fans and other equipment. This category may also include charges of installing, maintaining and repairing equipment and connecting to utilities in the building in which the program is operated.
- Travel on food service business such as workshops, conferences and training programs
- Membership, subscriptions, books and audiovisual equipment used to benefit the food service operation
- Rental of food storage facilities or equipment as required for program needs
- Cash registers, adding machines, computers, printers, typewriters, communication equipment and other office equipment used exclusively for the food service operation
- Printing and reproduction equipment or services
- Automotive equipment used exclusively in transporting food
- Services, when actual costs attributable to food service are billed separately such as pest control, trash removal and security - If the invoice does not specifically identify the actual costs attributable to food service, the expenditure must be categorized as an indirect cost
- Utilities, when actual costs attributable to food service are billed using separate meters - If the invoice does not specifically identify the actual costs attributable to food service, the expenditure must be categorized as an indirect cost
- Advertising for the recruitment of personnel, for the solicitation of bids for the procurement of goods and services required, and for the disposal of scrap or surplus materials
- Promotional materials and exhibits related specifically to the program and to advisory councils related to student/parent involvement in the food service program.

UNALLOWABLE EXPENDITURES

- Income accruing to the food service program may not be used to purchase land, acquire or construct buildings, or make alterations to existing buildings that materially increase the value of capital assets. However, paint and decorator items would not be considered capital expenditures. Only those improvements that

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materially increase the value or life of the building would be considered capital expenditures.

- Contributions and cash donations
- Entertainment, amusements, social activities, gratuities and related activities
- Interest on loans
- Rent or usage fees for sponsor owned facilities (public schools only)
- Personal membership in civic and business organizations. An agency or LEA membership is allowable. The expenditures may not be for membership in an organization that devotes a substantial part of its activities to influencing legislation.
- Items purchased using Child Nutrition Program funds, but the items are not used in the Child Nutrition Program.

¹ Excerpted from the Draft Administrative Manual for school Meal Programs Chapter on Financial Management

SCHOOL DISTRICT CONTACTS – SCHOOL YEAR: 2017-2018

School District Name: Red Oak Community School District

LIST THE FOLLOWING INDIVIDUALS:

District Contact

Name Mr. Tom Messinger
Title Superintendent
Phone No. 712-623-8351
E-mail messingert@roschools.org

District person responsible for contract oversight/management

Name Deb Drey
Title Business Manager/District Secretary
Phone No. 712-623-6600
E-mail dreyd@roschools.org

District person with Signature Authority

Name _____
Title _____
Phone No. _____
E-mail _____

District person completing Application / Reimbursement Claim (Online Claim System)

Name Monica Blay
Title Accounting Clerk
Phone No. 712-623-6600
E-mail blaymo@roschools.org

District Free and Reduced Price Meal Application / Verification Administrator

Name Monica Blay
Title Accounting Clerk
Phone No. 712-623-6600
E-mail blaymo@roschools.org

Name of person F & R Administrator reports to (day-to-day supervision)

Name Monica Blay
Title Accounting Clerk
Phone No. 712-623-6600
E-mail blaymo@roschools.org

Summer Food Service Program Contact (if applicable)

Name Mandy Riibe
Title Food Service Director
Phone No. 712-623-8351
E-mail riibem@roschools.org

FSMC Contacts:

School District

Name Mandy Riibe
Title Food Service Director
Phone No. 712-623-8351
E-mail riibem@roschools.org

Regional Contact

Name Tom Johnson
Title District Food Service Manager
Phone No. 612-719-5382
E-mail t.johnson@taher.com

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NONDELEGATABLE RESPONSIBILITIES
School Food Authority Responsibilities
School Food Authority Acknowledgement

The School Food Authority shall be legally responsible for the conduct of the food service program, and shall supervise and monitor the food service operations in such manner as will ensure compliance with the rules and regulations of the Iowa Department of Education/Bureau Nutrition and Health Services (DE/BNHS) and the United States Department of Agriculture (USDA) regarding the school food service program.

- The School Food Authority shall remain responsible for ensuring that the food service operation is in conformance with its agreement under the program and shall monitor the food service operation through periodic on-site visitations. 7 CFR 210.16(a)(2)(3).
- The School Food Authority contracting with a food service management company shall establish an advisory board composed of parents, teachers and students to assist in menu planning. 7 CFR 210.16(a)(8).
- The School Food Authority shall maintain applicable health certification and be assured that all state and local regulations are being met by a food service management company preparing or serving meals at the School Food Authority facility. 7 CFR 210.16(a)(7).
- The School Food Authority shall establish all program and nonprogram meal and a la carte prices. 7 CFR 210.16(a)(4).
- The School Food Authority shall develop and include in the request for proposal a 21-day cycle menu. The food service management company must adhere to the cycle for the first 21 days of meal service. Changes thereafter may be made with the approval of the School Food Authority. 7 CFR 210.16(b)(1).
- The School Food Authority shall retain signature authority on the application/agreement to participate in the National School Lunch Program (NSLP), School Breakfast Program (SBP), Special Milk Program (SMP), and After School Snack program (ASSP) including the School Food Authority's free and reduced price policy statement; 7 CFR 210.9 (a)(b), 210.16(a)(5).

BNHS utilizes a website Application/Claim Online System. BNHT approves school district personnel access to the system which also represents secure signature authority for applications and claims. The School Food Authority personnel that are approved to access the online system shall not disclose user logon and passwords to any other parties or otherwise enable system use by unapproved users.

- The School Food Authority shall establish internal controls which ensure the accuracy of lunch counts prior to the submission of the monthly claim for reimbursement. 7 CFR 210.8(a) At a minimum, the School Food Authority shall:
 - review edit check worksheets and make comparisons of daily free, reduced price and paid lunch counts against data which will assist in the identification of lunch counts in excess of the number of free, reduced price and paid lunches served each day to children eligible for such lunches;
 - develop and implement a system for follow-up on those lunch counts which suggest the likelihood of lunch counting problems.
 - conduct an on-site review of the lunch counting and claiming system employed by each school within the jurisdiction of the School Food Authority.

- The School Food Authority shall be responsible for signing reimbursement claims. This responsibility cannot be delegated to the food service management company. 7 CFR 210.16(a)(5).

BNHS utilizes a website Application/Claim Online System. BNHS approves school district personnel access to the system which also represents secure signature authority for applications and claims. The School Food Authority personnel that are approved to access the online system shall not disclose user logon and passwords to any other parties or otherwise enable system use by unapproved users.

- The School Food Authority shall be responsible for all contractual agreements entered into in connection with the school nutrition program (i.e., vending meals to other school food authorities). 7 CFR 210.21, 7 CFR 210.19(a)(1) and 3015.
- The School Food Authority shall retain control of the school food service account and overall financial responsibility for the food service program. 7 CFR 210.19(a)(2)
- The School Food Authority shall be responsible for ensuring resolution of program review and audit findings. 7 CFR 210.9(b)(17) and 210.18(k)(1)(2).
- The School Food Authority shall develop, distribute and collect the parent letter and application for free and reduced price meals and free milk. This responsibility shall not be delegated to the food service contractor to any degree. 7 CFR 245.6
- The School Food Authority shall be responsible for verifying applications for free and reduced price meals or free milk benefits and the conduct of any hearings related to such determinations. This responsibility shall not be delegated to the food service management company. 7 CFR 245.
- The School Food Authority shall assure that the maximum amount of USDA donated foods are received and utilized by the food service management company. 7 CFR 210.9(b)(15)
- The School Food Authority shall establish commodity processing contracts. The responsibility cannot be delegated to the food service management company. 7 CFR 250.15(a).
- In order to offer a la carte food service, the School Food Authority must also offer to all eligible children free, reduced price and full price reimbursable meals. 7 CFR 210.16(a)
- The School Food Authority shall establish all prices, including price adjustments for food items served under the nonprofit school food service account (e.g., reimbursable meals, a la carte service, adult meals). 7 CFR 210.16(a)(4)

I understand that these responsibilities cannot be delegated to the FSMC and must remain the sole responsibility of the School Food Authority.

Signature School District Official

Title

Date

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FOOD SERVICE MANAGEMENT COMPANY ADDENDUM

REQUIRED LANGUAGE

CHECKLIST

School Year 2018-19

REQUIRED DOCUMENT
Must be completed and Submitted With the
School Food Authority's Food Service Management Company Addendum

School Food Authority	Red Oak Community School District		
Address:	1901 Broadway, Suite A Red Oak, IA 51566		
	Phone	712-623-6600	Fax: 712-621-7771
Contact Person:			
Agreement No:		For School Year:	2018-2019
Food Service Management Company Name:	Taher, Inc.		
Contract Value	\$558,875.43		

Check One:	First Year Renewal:	Second Year Renewal: XX	Third Year Renewal:	Fourth Year Renewal:
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PLEASE IDENTIFY IN THE SPACE PROVIDED, THE SPECIFIC LOCATION (I.E. PARAGRAPH / SECTION) FOR EACH OF THE FOLLOWING REQUIRED ADDENDUM STATEMENTS. THESE STATEMENTS, EXACTLY AS WORDED BELOW MUST BE INCORPORATED INTO ALL ADDENDA.

A. MANAGEMENT FEE

#1, page 1

All management/administrative fees must be specifically stated in the body of the addendum. Addendum which provides for management fees on a cents per meal or flat fee basis is allowed. 7 CFR 210.16(a),c.

Addendum is not permitted to contain a "cost-plus-a-percentage-of-cost" or "cost-plus-a-percentage-of-income" provision. 7 CFR 210.16(c) and 210.16(a),c.

(Identify the specific location in the contract where the following appear):

#1, page 1

- management/administrative fee
- meal equivalent conversion factor
- guaranteed capped subsidy, or
- guaranteed return, or

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- _____ · guaranteed breakeven or no loss or
- _____ - cost per meal

B. DURATION OF ADDENDUM

- Yes _____ 1. The addendum between the school food authority and the food service management company can be no longer than 1 year in duration. 7 CFR Parts 210.16(d).
- Yes _____ 2) This addendum begins on [July 1, 2018] and ends on [June 30, 20-19]

C. RECORDS

- Yes _____ 1) The food service management company must retain revenue records categorized by source, type and category of meal or food service, e.g., a la carte sales, reduced price, and full price National School Lunch Program and School Breakfast Program meals, After School Snack Program, Special Milk Program, etc. 7 CFR 210.16.

D. School Food Authority (SFA) RESPONSIBILITY

- Yes _____ 1) The school food authority shall retain signature authority on the application/agreement to participate in the National School Lunch Program (NSLP), School Breakfast Program (SBP), Special Milk Program (SMP), and After School Snack program (ASSP) including the school food authority's free and reduced price policy statement. 7 CFR 210.9 (a)(b), 210.16(a)(5).

E. DEBARMENT/SUSPENSION CERTIFICATE

- Included _____ 1) The SFA has checked the Excluded Parties List System (EPLS) to verify that the FSMC is not excluded from bidding. The EPLS is currently located at <http://www.epls.gov>
- Yes _____ 2) The documentation must be attached to the signed contract and kept on file at the school food authority. A copy of the documentation must also be forwarded to the state agency with a copy of the signed contract or addendum. 7 CFR 3017.510

F. CERTIFICATE OF INDEPENDENT PRICE DETERMINATION

- Yes _____ 1) All school food authorities shall require food service management companies to certify that the prices in the offer have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition. 7 CFR 3017
- Yes _____ 2) All food service management companies and school food authorities will be required to sign and submit a Certification of Independent Price Determination with each SFA contract. The certification must be attached to the signed contract and kept on file at the school food authority. A copy of the certification must also be forwarded to the state agency with a copy of the signed contract or addendum. 7 CFR 3017

G. CERTIFICATION REGARDING LOBBYING

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Yes 1) The Food Service Management Company must sign and submit a certification regarding lobbying which conform in substance with language in 7 CFR Part 3018.

Yes 2) The certification regarding lobbying must be attached to the signed contract and kept on file at the school food authority. A copy of the certification must also be forwarded to the state agency with the signed contract. 7 CFR Part 3018

H. DISCLOSURE OF LOBBYING ACTIVITIES

None at this time 1) The Food Service Management Company must disclose lobbying activities in connection with the school nutrition programs. 7 CFR Part 3018

Yes 2) The lobbying disclosure form must be attached to the signed contract and kept on file at the school food authority. A copy of the certification must also be forwarded to the state agency with the signed contract or addendum. 7 CFR Part 3018.

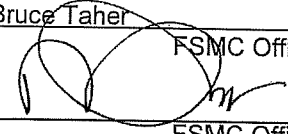
I. RECONCILIATION OF USDA FOODS/COMMODITIES

Not available yet 1) Total dollar amount of the value of USDA Foods received in SY2018 \$_____ and total dollar amount credited by FSMC for USDA Foods in SY2018, \$_____

Last invoice not completed yet 2) Attach copies of FSMC invoices to support total dollar amount credited by FSMC for USDA Foods in SY2018.

No reimbursement will be made for meals that have been purchased from a FSMC without a SA approved contract and adherence to the provisions set forth in 210.21(c)(3). Contracts run from July 1 through June 30 of each year.

This is to certify that all required federal and state contract language is included and identified in this checklist.

Submitted by: Bruce Taher
FSMC Official Name

FSMC Official Signature 6/15/18
(Date)

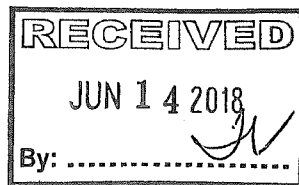
Reviewed by: _____
School Business Official Name

School Business Official Signature (Date)

State Agency Use

Date Received Electronically: _____ Action Taken _____

Reviewed by: -Cheryl A Benson
State Agency Official Name State Agency Official Signature (Date)



June 11, 2018

Red Oak Community School District

Red Oak, Iowa

Dear Mr. Messenger,

Please accept this letter of my official resignation from my position as Homeschool Coordinator with the Red Oak Schools. I have made the decision to focus my attention on my family's needs at home.

I have enjoyed my time here and am honored to have had the chance to touch the lives of many families as they homeschool. It has been as much a pleasure to learn from them as it has been to help them. Thank you so very much for the opportunity.

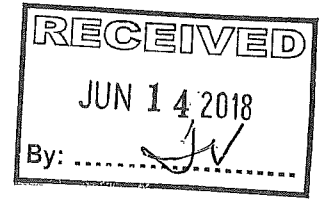
Sincerely,

A handwritten signature in cursive script that reads "Bonnie Viner".

Bonnie Viner

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Red Oak Community School District
Staff Selection Recommendation



Date: 6/14/18

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

Position: 9th grade Volleyball Coach

Name: Dana Ramirez - coaching endorsement
good until 2020.

Certified:

Lane: _____

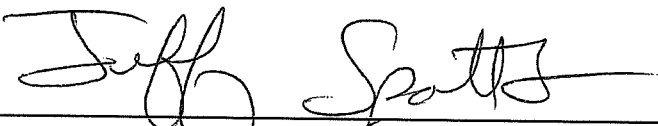
Step: _____

Salary: _____

Classified:

Hourly Rate: _____

Hours Per Day: _____



Principal/Director

Please send form to Superintendent for Board Approval

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Office Use Only

Background Check: _____