

Red Oak Community School District

2011 North 8th Street

Red Oak, Iowa 51566

www.redoakschooldistrict.com

Regular Board of Directors Meeting

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

Monday, August 12, 2013 – 6:00 pm

- Agenda -

- 1.0 Call to Order – Board of Directors President Lee Fellers
- 2.0 Roll Call – Board of Directors Secretary Jeanice Lester, Pro Tem
- 3.0 Approval of the Agenda – President Lee Fellers
- 4.0 Communications *- Page 1*
 - 4.1 Good News from Red Oak Schools
 - 4.2 Visitors and Presentations
 - 4.3 Affirmations and Commendations
 - 4.4 Correspondence
- 5.0 Consent Agenda *2-3*
 - 5.1 Review and Approval of Minutes from July 15 and 22, 2013 *4-6*
 - 5.2 Review and Approval of Monthly Business Reports *7-10*
 - 5.3 Education Services Agreement (as needed)
 - 5.4 Personnel Considerations (as needed) *//*
 - 5.5 Affirmation of the Administrative Team Building Exercise
- 6.0 General Business for the Board of Directors
 - 6.1 Old Business
 - 6.1.1 Property Agreements with the City of Red Oak *12-30*

Red Oak Community School District Board of Directors
8.12.2013

6.1.2 Board Policy Final Reading and Adoption: 501.8, et al : Student Attendance 31-35

6.2 New Business

6.2.1 Board of Directors Continuing Education: Employment Law with Attorney Mary Gannon and Employment Relations Director Steve Miller (7 pm) 36

6.2.2 Iowa Association of School Boards Legislative Review and Priorities 37-43

6.2.3 Personnel Considerations: Fulltime Substitute Teacher and Paraprofessional Vacancies 44

6.2.4 Instruction Support Levy 45-46

6.2.5 Facilities Improvement Strategies, Planning, and Financing 47

6.2.6 Red Oak Iowa Assessments – Adequate Yearly Progress Report 48-60

7.0 Reports 61-73

7.1 Administrative

7.2 Future Conferences, Workshops, Seminars

7.3 Other Announcements

8.0 Next Board of Directors Meeting: Monday, August 26, 2013 – 6:00 pm
Sue Wagaman Board Room
Red Oak CSD Administrative Center

9.0 Adjournment

Item 4.0 Communications

4.1 Good News from Red Oak Schools

★ Registration Day August 6, 2013

The annual Registration Day is only as successful as the valued staff that performs so many different duties including counseling, scheduling, cashiering, accounting, orientating new families, monitoring transportation, guiding health questions, qualifying patrons for the nutrition programs, and solving problems. A special thank-you on behalf of the Board of Directors is extended to: Jan Burnison, Marci Bishop, Lori Vanderhoof, Kim Pratt, Deb Drey, Sharon Foote, Rita Leinen, Shirley Maxwell; Karla Wood, Kathryn Robinson, Dee Ellis, Sherry Powers, Jeanne Bauman, Dee Nix, Beth DeBolt, Elaine Carlson, Tammi VanMeter, Linda Guerra, Letty Guerra, Heather Hall, Trish Earley, Peggy Craig, Crystal Berkey, John Brabec, Chris Zarkos, Stephanie Ehmke, Robin Jones, Stacy Schellhammer, Carlos Guerra, Jeanice Lester, Bob Deter, Chris Deter, Henry Devito, Gayle Allensworth, Barb Sims, Nate Perrien, Jeff Spotts, Jedd Sherman, Pete Wemhoff, Adrian Guerra, Steve Murcek, and Audie Stephens.

★ New Families Are Officially Welcomed to Red Oak Schools

As a result of the Registration Day, the school district has welcomed 30 families representing 34 new students for the 2013 – 2014 school year. Letters of greeting have been mailed to each family by the District Administrative Center.

4.2 Visitors and Presentations

Please welcome any guests that may be in attendance at tonight's meeting.

4.3 Affirmations and Commendations

At various times it is important to recognize those who have gone "above and beyond" to assist, help, honor, or to facilitate success for learners. When these events take place it is appropriate to bring attention to the governing body.

★ Incumbent Directors Choose to Continue Service

Board Vice-President Warren Hayes with Directors Paul Griffen and Kathy Walker have decided to continue serving the interests of kids through service to the Red Oak CSD Board of Directors. Each is affirmed for this commitment. Elections will be conducted on September 10th. The Board of Directors will reorganize at the September 23 regular meeting.

4.4 Correspondence

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

Item 5.0 Consent Agenda

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

Enclosed are reference pages for:

5.1 Review and Approval of the Minutes from July 15 and 22, 2013

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

5.2 Review and Approval of the Monthly Business Reports

Numerous payment vouchers are ready for approval. There could be some last minute bills for payment placed at the table prior to the meeting. Accounting Clerk Jeanice Lester can be contacted in advance of the meeting to clarify any bills or vendor questions. Other reports may be included by Business Manager Shirley Maxwell.

5.3 Education Services Agreement

(At publication time there were no agreements to review. If one or more are received prior to this evening's meeting, each will be emailed to the Directors.)

5.4 Personnel Considerations - Acceptance of Resignation Letters

Resignations: (letter enclosed)

Enclosed is a note of resignation from Food Service Department staff member Teresa Williams. She will continue service as needed for substituting.

Recommendations to fill this position and one other food service vacancy will be provided later in this evening's meeting.

5.5 Affirmation of the Administrative Team Building Exercise

Board President Lee Fellers has shared with the governing body a plan to involve a resource person for an administrative team building exercise. Green Hills AEA Chief Administrator Lane Plugge will be in the district during the afternoon of August 19 to work with the district's administrative group. After the work is completed a summative report will be provided to the governing body.

Suggested Board Action: It is recommended the Directors formally approve the team building exercise for the Red Oak Administrative Group as directed by AEA Chief Administrator Lane Plugge.

Item 5.0 – continued

5.6 Open Enrollment Requests

At the table Directors will find four, maybe five, requests for open enrollment. One of the requests involves three children from one family who have recently relocated to Red Oak and wish to maintain their current school district of choice. This is permissible within Iowa Code.

The fourth request involves a request submitted last spring for open enrollment “out” in order to address a unique circumstance. This continues to have the support of the superintendent’s office.

The fifth request (at publication time was known but not received) involves an open enrollment request for a high school junior originally from the Villisca school district but most recently attending the Stanton CSD. This will be made available at the board table.

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

- Minutes from July 15 and 22, 2013.
- Monthly business reports as presented
- Resignation letter from Teresa Williams, food service department
- Affirmation for a planned administrative team building activity
- Open enrollment requests as presented

Red Oak Community School District
Regular Meeting of the Board of Directors

Meeting Location: Sue Wagaman Board Room, Red Oak CSD Administrative Center
 Red Oak Technology Center-Red Oak High School Campus
 Monday, July 15, 2013

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

PRESENT:

Directors: Lee Fellers, Paul Griffen, Bill Drey, Kathy Walker, Warren Hayes
 Terry Schmidt, Superintendent & Rita Leinen, Board Secretary Pro-Tem

APPROVAL OF AGENDA

Motion by Director Drey with a second by Director Griffen to approve the agenda moving and starting with 6.2.1 Presentation from the United Insurance Group. The motion carried unanimously.

PRESENTATION FROM THE UNITED INSURANCE GROUP

Bulinda Coates with United Insurance Group was present to discuss the district's insurance rates. Director Drey moved with a second by Director Walker to accept the insurance rates provided by United Insurance Group. The total amount of the district's insurance package for FY 14 will be \$162,593. The motion carried unanimously.

GOOD NEWS

Representatives from Inman Primary School who attended the 2013 Professional Learning Communities at Work Institute in Minneapolis were present and gave some highlights of their trip and thanked the board of directors for supporting the trip. Thanks goes out to the Summer Foods Program and the sponsors who provided no cost lunches to adults who chose to accompany their children on Wednesdays.

CONSENT AGENDA

Director Drey moved with a second by Director Griffen to approve the consent agenda as presented.

- Minutes from June 24, 2013
- Monthly business reports as presented
- Educational services agreement with Council Bluffs Community School District
- Good and services commitments in FY 14 to Hy-Vee, Roberts Dairy, United Farmers Mercantile, Sellers Pest Control and Batten Sanitation
- Approval of an early retirement request from former Instructor Dennis Redel.

The motion carried unanimously.

OLD BUSINESS

INSTRUMENTAL MUSIC PROGRAM

Director Griffen moved with a second by Director Drey to approve the proposed instrument acquisition for the 2013-2014 school year with a cap of \$22,000 for musical instruments to be used at the Middle and High Schools. The motion carried unanimously.

NEW BUSINESS

ARTS IN THE SCHOOLS PARTNERSHIP

Director Drey moved with a second by Director Walker to approve the "Arts in the Schools" partnership with the Wilson Performing Arts Center. The newest program available in 2013-2014 will be African Culture Connection from Omaha, Nebraska, at a cost of \$2,000. The motion carried unanimously.

BOARD POLICY UPDATES & REVISIONS

After lengthy discussion by the Directors for major change in the attendance guidelines found in student handbooks and after final adoption for major changes in 2013-2014, it was important to align current board policy (last revised in 2012) with the philosophy of the directors found in handbook language. Director Hayes moved with a second by Director Drey to accept the first reading of board policy for codes: 501.8 Student Attendance; 501.9 Student Absences-Excused; 501.9RI Student Absences-Excused Regulation; and 501.10 Truancy Verified Unexcused Absences. The vote passed 4 – 1.

PERSONNEL CONSIDERATIONS

Director Griffen moved with a second by Director Drey to approve a contract for Kelsey Mangold as grade six literacy instructor at the Middle School for the 2013-2014 school year. The motion carried unanimously.

Director Drey moved with a second by Director Hayes to approve a contract for Brittany Knutson to serve as a full time substitute instructor at Washington Intermediate for the 2013-2014 school year. The motion carried unanimously.

Director Drey moved with a second by Director Walker to approve the interim assignment of Keith Hardy as Title I instructor at Washington Intermediate for the 2013-2014 school year. The motion carried unanimously.

Director Drey moved with a second by Director Walker to approve a contract for Ann Gigstad as Autism Strategist for the 2013-2014 school year. The motion carried unanimously.

Director Drey moved with a second by Director Walker to approve the resignation of Brandon Krause as para professional at the high school, 8th grade girls basketball coach and assistant high school girls track coach. The motion carried unanimously.

Director Drey moved with a second by Director Hayes to approve Michael Moran for summer maintenance and grounds work and Jorge Ramos as a computer tech assistant for the summer. The motion carried unanimously.

SUBSTITUTE STAFF COMPENSATION REVIEW

Director Griffen moved with a second by Director Drey to approve the following substitute support staff rates (per hour) for the 2013-2014 school year: Para Professional \$8.75, Secretary \$9.46, Custodian \$9.46, Bus Driver-no change, Bus Monitor \$8.75, Food Service \$8.40. The motion carried unanimously.

The board took a short recess at 7:40 p.m. and resumed at 7:50 p.m.

CLOSED SESSION

Director Griffen moved with a second by Director Drey to move into closed session at 7:54 p.m. per section 21.5(1)i To evaluate the professional competency of an individual whose appointment, hiring, performance or discharge is being considered when necessary to prevent needless and irreparable injury to that individual's reputation and that individual requests a closed session. The board came out of closed session at 9:35 p.m.

ADJOURNMENT

Director Drey moved with a second by Director Walker to adjourn the meeting at 9:45 p.m. The next board meeting will be held on Monday, July 22, Financing School Facilities Workshop with Matthew R. Gillaspie, Senior Vice President, Public Finance Services with Piper Jaffray & Company. The motion carried unanimously.

Red Oak Community School District
Special Meeting of the Board of Directors

Meeting Location: Sue Wagaman Board Room, Red Oak CSD Administrative Center
 Red Oak Technology Center-Red Oak High School Campus
 Monday, July 22, 2013

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

PRESENT:

Directors: Lee Fellers, Paul Griffen, Bill Drey, Kathy Walker, Warren Hayes
 Terry Schmidt, Superintendent & Shirley Maxwell, Board Secretary

APPROVAL OF AGENDA

Motion by Director Griffen with a second by Director Drey to approve the agenda as presented. The motion carried unanimously.

NEW BUSINESS

FINANCING SCHOOL FACILITIES WORKSHOP

Mr. Matthew R. Gillaspie, Senior Vice President, Public Finance Services with Piper Jaffray & Company was present and addressed the board concerning infrastructure financing options and the four primary funding sources for school infrastructure in Iowa: cash/grants; sales tax revenue bonds; general obligation PPEL capital loan notes; and general obligation school bonds. He presented scenarios on each of the funding sources and explained how they would pertain to the Red Oak District.

CLOSED SESSION

Director Drey moved with a second by Director Hayes to enter into closed session at 8:12 p.m. per section 21.5(1)i To evaluate the professional competency of an individual whose appointment, hiring, performance or discharge is being considered when necessary to prevent needless and irreparable injury to that individual's reputation and that individual requests a closed session. The board came out of closed session at 9:33 p.m.

PERSONNEL CONSIDERATIONS

Director Griffen moved with a second by Director Drey to accept the resignation of Geoffrey Maurer effective immediately as presented. The motion carried unanimously.

ADJOURNMENT

Director Drey moved with a second by Director Hayes to adjourn the meeting at 9:39 p.m. The next board meeting will be held on Monday, August 12, 2013 at 6:00 p.m. in the Sue Wagaman Board Room at the Administrative Center, Technology Building. The motion carried unanimously.

Lee Fellers, President

Shirley Maxwell, Board Secretary

Vendor Name	Invoice Number	Amount	
Account Number	Detail Description		Amount
Checking Account ID 1	Fund Number 10		OPERATING FUND
BP BUSINESS SOLUTIONS	07102013	268.20	
10 0020 2700 000 0000 626	GAS CHARGES		268.20
Vendor Name BP BUSINESS SOLUTIONS			<u>268.20</u>
COLLEGE COMM SCHOOLS	06302013	2,518.08	
10 0010 1200 211 3301 561	SP ED CHARGES		2,518.08
Vendor Name COLLEGE COMM SCHOOLS			<u>2,518.08</u>
CORNING COMMUNITY SCHOOLS	06302013	3,184.65	
10 0010 1000 300 4531 612	CARL PERKINS SUPPLIES		770.65
10 0010 1000 300 4531 739	CARL PERKINS EQUIPMENT		2,414.00
CORNING COMMUNITY SCHOOLS	06302013-1	1,416.70	
10 0010 1000 300 4531 612	CARL PERKINS SUPPLIES		1,416.70
Vendor Name CORNING COMMUNITY SCHOOLS			<u>4,601.35</u>
EBSCO	1432284	(20.84)	
10 1902 2222 000 0000 644	CREDIT		(20.84)
EBSCO	5011	757.14	
10 3230 2222 000 0000 644	Acct #CG-F-71170-01 Renewal List #5011 M		757.14
Vendor Name EBSCO			<u>736.30</u>
FIRST BANKCARD	07102013	3,796.41	
10 0010 2213 100 3376 580	LODGING		3,796.41
FIRST BANKCARD	07112013	943.00	
10 0010 2410 000 0000 532	PHONES		943.00
FIRST BANKCARD	07122013-1	152.47	
10 0010 1200 219 0000 618	INSTRUCTIONAL SUPPLIES		152.47
FIRST BANKCARD	07132013-1	77.02	
10 0010 2321 000 0000 532	CONFERENCING CALLS		77.02
FIRST BANKCARD	07142013	801.92	
10 0010 2213 100 3376 580	LODGING		801.92
FIRST BANKCARD	07142013-1	137.60	
10 1901 1920 100 1920 618	EASY BUTTONS		137.60
FIRST BANKCARD	07152013-1	655.00	
10 0010 2213 100 3376 320	REG FEE		655.00
FIRST BANKCARD	07162013	990.20	
10 0010 2213 100 3376 580	FLIGHTS FOR CONFERENCE		990.20
FIRST BANKCARD	07192013	92.00	
10 0010 2321 000 0000 611	BOOKS		92.00
FIRST BANKCARD	07222013	16.43	
10 3230 1000 105 0000 612	Belkin 6ft Cord Concealer		16.43
FIRST BANKCARD	07222013-2	96.99	
10 3230 1300 310 0000 612	Canon S35 Toner Cartridge - http://www.a		96.99
FIRST BANKCARD	07242013	94.08	
10 0010 2213 100 3376 580	LODGING		94.08
FIRST BANKCARD	07252013	199.99	
10 0010 1200 219 0000 618	FLOOR LOUNGER		199.99
FIRST BANKCARD	07252013-2	52.42	
10 0010 2235 000 0000 652	TRAN FEE		52.42
FIRST BANKCARD	07292013	1,747.63	
10 0010 2235 000 0000 652	SOFTWARE		1,747.63
FIRST BANKCARD	07302013	226.69	

Vendor Name	Invoice Number	Amount
Account Number	Detail Description	Amount
10 0010 2235 000 0000 618	Sony Laptop Battery A1846880C	226.69
FIRST BANKCARD	07302013-2	21.99
10 0010 1000 100 0000 641	BOOKS	21.99
FIRST BANKCARD	08052013	25.64
10 0010 1000 100 0000 641	BOOKS	25.64
FIRST BANKCARD	08062013	26.23
10 0010 1000 100 0000 641	BOOKS	26.23
FIRST BANKCARD	08062013-3	37.45
10 0010 1000 100 0000 641	BOOKS	37.45
Vendor Name FIRST BANKCARD		<u>10,191.16</u>
IOWA ASSOCIATION FOR CAREER AND TECHNICAL EDUCATION	07112013	200.00
10 0010 2213 100 3376 320	REG FEE	200.00
Vendor Name IOWA ASSOCIATION FOR CAREER AND TECHNICAL EDUCATION		<u>200.00</u>
LEARNING A-Z	RI 1139033	1,499.00
10 0010 1000 100 0000 641	RENEW SITE LICENSE	749.50
10 1900 1200 430 4501 320	RENEW SITE LICENSE	374.75
10 0010 1200 219 0000 612	RENEW SITE LICENSE	374.75
Vendor Name LEARNING A-Z		<u>1,499.00</u>
MEDIA COM	13700813	2,188.87
10 0010 2236 000 0000 536	INTERNET/PHONES	2,188.87
Vendor Name MEDIA COM		<u>2,188.87</u>
MIDAMERICAN ENERGY	06302013	18,541.65
10 3230 2600 000 0000 622	KWH 108000	6,825.08
10 3900 2600 000 0000 621	THERMS 818	527.07
10 3900 2600 000 0000 622	KWH 40000	2,282.96
10 0030 2600 000 0000 621	THERMS 24	26.46
10 0030 2600 000 0000 622	KWH 1320	143.36
10 0020 2600 000 0000 622	KWH 1077	118.81
10 0020 2600 000 0000 622	KWH 1	19.44
10 1911 2600 000 0000 621	THERMS 54	47.03
10 1912 2600 000 0000 621	THERMS 4	12.74
10 1912 2600 000 0000 622	KWH 3968	391.50
10 1901 2600 000 0000 622	KWH 56100	3,835.41
10 1901 2600 000 0000 622	KWH 1	2.61
10 1902 2600 000 0000 622	KWH 22320	1,712.90
10 2020 2600 000 0000 622	KWH 41000	2,585.01
10 2020 2600 000 0000 622	KWH 1	11.27
Vendor Name MIDAMERICAN ENERGY		<u>18,541.65</u>
ORSCHELN	010950	20.98
10 0010 2600 000 0000 618	MISC SUPPLIES	20.98
ORSCHELN	011934	5.69
10 0010 2600 000 0000 618	DRAIN SUPPLIES	5.69
Vendor Name ORSCHELN		<u>26.67</u>
SCHOOL ADMINISTRATORS OF IOWA	20130716-10207	125.00
10 2020 2410 000 0000 320	REG FEE	125.00
SCHOOL ADMINISTRATORS OF IOWA	20130716-7323	125.00

Vendor Name	Invoice Number	Amount
Account Number	Detail Description	Amount
10 1902 2410 000 0000 320	REG FEE	125.00
Vendor Name SCHOOL ADMINISTRATORS OF IOWA		<u>250.00</u>
SEMINOLE ENERGY SERVICES, LLC	170-1306-6219	2,939.09
10 1902 2600 000 0000 621	THERMS 124	115.30
10 1901 2600 000 0000 621	THERMS 731	426.98
10 2020 2600 000 0000 621	THERMS 68	120.91
10 3230 2600 000 0000 621	THERMS 4732	2,275.90
SEMINOLE ENERGY SERVICES, LLC	170-1307-4146	858.11
10 3230 2600 000 0000 621	THERMS 719	403.62
10 2020 2600 000 0000 621	THERMS 39	106.56
10 1901 2600 000 0000 621	THERMS 326	231.93
10 1902 2600 000 0000 621	THERMS 131	116.00
Vendor Name SEMINOLE ENERGY SERVICES, LLC		<u>3,797.20</u>
SIOUX CITY COMMUNITY SCH DIST	06302013	6,361.68
10 0010 1200 214 3302 561	SP ED CHARGES	6,361.68
Vendor Name SIOUX CITY COMMUNITY SCH DIST		<u>6,361.68</u>
SOCS/FES	INV004087	121.22
10 0010 2236 000 0000 536	WEB SITE HOSTING	121.22
Vendor Name SOCS/FES		<u>121.22</u>
STANTON COMMUNITY SCHOOL DIST.	06302013-1	899.19
10 3230 1000 100 0000 565	COLLEGE CLASSES	899.19
STANTON COMMUNITY SCHOOL DIST.	06302013-2	715.93
10 0010 1000 300 4531 612	CARL PERKINS SUPPLIES	715.93
STANTON COMMUNITY SCHOOL DIST.	06302013-3	799.49
10 0010 1000 300 4531 612	CARL PERKINS SUPPLIES	799.49
Vendor Name STANTON COMMUNITY SCHOOL DIST.		<u>2,414.61</u>
TIMBERLINE BILLING SERVICE LLC	3249	5.08
10 0010 2510 217 3303 359	BILLING SERVICES MEDICAID	5.08
Vendor Name TIMBERLINE BILLING SERVICE LLC		<u>5.08</u>
TREYNOR COMMUNITY SCHOOL	06302013	335.56
10 3230 1000 100 0000 565	COLLEGE CLASSES	335.56
Vendor Name TREYNOR COMMUNITY SCHOOL		<u>335.56</u>
UNITED PARCEL SERVICE	0000537022303	123.62
10 1902 2410 000 0000 531	UPS CHARGES	27.50
10 2020 2410 000 0000 531	UPS CHARGES	27.50
10 1901 2410 000 0000 531	UPS CHARGES	27.50
10 3230 2410 000 0000 531	UPS CHARGES	41.12
Vendor Name UNITED PARCEL SERVICE		<u>123.62</u>
VILLISCA COMMUNITY SCHOOLS	06302013-1	4,243.16
10 0010 1000 300 4531 612	CARL PERKINS SUPPLIES	4,243.16
Vendor Name VILLISCA COMMUNITY SCHOOLS		<u>4,243.16</u>
WALNUT COMMUNITY SCHOOL DISTRICT	06302013	1,625.62
10 0010 1000 300 4531 612	CARL PERKINS SUPPLIES	1,625.62
Vendor Name WALNUT COMMUNITY SCHOOL		<u>1,625.62</u>

Vendor Name	Invoice Number	Amount
Account Number	Detail Description	Amount
DISTRICT		
Fund Number 10		60,049.03
Checking Account ID 1	Fund Number 22	MANAGEMENT FUND
EMC INSURANCE	07132013	200.00
22 0010 1000 100 0000 260	WORK COMP PYMT	200.00
Vendor Name EMC INSURANCE		200.00
Fund Number 22		200.00
Checking Account ID 1		60,249.03
Checking Account ID 2	Fund Number 61	SCHOOL NUTRITION FUND
REINHART FOOD SERVICE LLC	433349	250.00
61 3230 3110 000 0000 570	DISHWASHER LEASE	250.00
Vendor Name REINHART FOOD SERVICE LLC		250.00
Fund Number 61		250.00
Checking Account ID 2		250.00
Checking Account ID 3	Fund Number 21	STUDENT ACTIVITY FUND
FIRST BANKCARD	07102013-1	662.59
21 3230 1400 950 7407 618	Nikon D5100 Digital Camera/SUPPLIES	662.59
Vendor Name FIRST BANKCARD		662.59
HUDI	17452-7G-95718	2,800.00
21 0010 1400 920 6600 320	MEMBERSHIP ONLINE VIDEOS	2,800.00
Vendor Name HUDI		2,800.00
RSCHOOLTODAY	15912	400.00
21 0010 1400 920 6600 320	rSchool Activity Scheduler Yearly Member	400.00
Vendor Name RSCHOOLTODAY		400.00
Fund Number 21		3,862.59
Checking Account ID 3		3,862.59

COPY

RECEIVED
AUG 08 2013
BY: _____

Q

Aug 6 2013

Teresa Williams

I am not able to work
anymore.

Teresa Williams

Teresa William

Aug 6 2013

I am not able to work fulltime at
this time but would like to sub.

Teresa Williams

Aug 6 2013

Item 6.1.1 Property Agreements with the City of Red Oak

BACKGROUND INFORMATION: This evening the revised property agreements with the Red Oak City Council are available for final review. Representative and Director Bill Drey is unable to be here tonight but endorses the revised documents as ready for approval.

Board Secretary Pro-Tem (also a City Council member) can assist in the discussion of recent City Council approval.

Please look over the enclosed documents and be prepared to take formal action this evening.

SUGGESTED BOARD ACTION: It is recommended the Directors provide approval for the property agreements as presented.

LEASE
LEGION PARK ATHLETIC FACILITIES

THIS LEASE is made and entered into this ____ day of _____, 20____, by and between THE CITY OF RED OAK, IOWA, an Iowa municipal corporation, whose address for purposes of this agreement shall be Red Oak, Iowa, and which is sometimes hereafter referred to as "City", and THE RED OAK COMMUNITY SCHOOL DISTRICT, an Iowa school corporation, whose address for purposes of this agreement shall be Red Oak, Iowa, and which is sometimes hereafter referred to as "School";

BACKGROUND FACTS: City and School for a number of years have maintained a legal relationship under which School has leased from City certain property located in a City-owned facility locally known as "Legion Park", evidenced by a lease agreement dated January 1, 1972. The parties desire to replace and renew the existing lease agreement.

IT IS THEREFORE UNDERSTOOD AND AGREED:

1. **PREMISES.** The City, in consideration of the rents, agreements and conditions herein contained, leases to the School and School leases from City, according to the terms of this lease agreement, the following-described property situated in Red Oak, Montgomery County, Iowa (the "leased premises" or "premises"):

All that area now or hereafter during this lease used and occupied by School for purposes of athletic competitions located within Legion Park, Red Oak, Iowa, and currently or hereafter during this lease contained within fenced enclosure(s) erected by School for purposes of this lease, specifically including that area maintained and used as a football field and stadium area, a baseball field and stadium area, and track and field events areas, and included fencing and structures located therein, including bleachers, lights, press box areas, concession stand and all other buildings or to their structures therein,

along with all rights, easements and appurtenances connected therewith. Either party may request review and modification of the area occupied as the leased premises during this lease. Provided, no change, removal, replacement or alteration of the fence marking the boundaries of the leased premises shall be made without agreement of both parties.

2. **TERMS.** The parties previously entered into a lease agreement dated January 1, 1972, which shall be terminated upon execution of this lease. This lease shall begin at midnight of the date previous to the first day of the lease term which shall be on the 1st day of July, 2013, and shall end at midnight on the last day of the lease term, which shall be on the ____ day of _____, 20____, upon the condition that School pays the rent called for and otherwise performs as provided in this agreement. Notwithstanding anything to the contrary contained in this Paragraph, School grants to City a limited license to use the leased premises, excluding the concession stand, without interference from School, from midnight on July 3 of each year to midnight on July 4 of each year, for the city July 4th holiday celebration. Further, in the event for any reason the city July 4th holiday celebration must be re-scheduled from July 4, School grants to City possession of the leased premises during the same hours of the rescheduled celebration date.

3. **RULES FOR USE OF LEASED PREMISES.** School has been advised and understands that City has adopted an ordinance prohibiting smoking and tobacco use within certain city-owned premises. School agrees that during the term of this lease School will prohibit smoking and tobacco use as those terms are defined under Section 40.11, Code of Ordinance, City of Red Oak, or its successor, during the

term of this lease, in addition to any other prohibitions enforced by School with respect to school-related events on School property.

4. **RENTAL.** This lease is entered into in consideration of the terms and conditions of the Red Oak Sports Complex Lease entered into by these parties.

In addition to the foregoing, School shall also pay as a part of the rental of the leased premises the cost of all utility services used on or upon the leased premises, specifically including, but not necessarily limited to, the cost for water and sewer, electrical, gas and waste disposal, and trash or garbage removal. Any amount due and owing to City shall be paid to City at City's address as shown in this lease agreement. All other amounts to be paid by School as rental for the leased premises shall be paid directly to the provider before same become delinquent.

5. **POSSESSION.** School shall be entitled to possession on the first day of the term of this lease, and shall yield possession to City at the end of the lease term.

6. **USE OF PREMISES.** School covenants and agrees during the term of this lease to use and occupy the leased premises only for uses related to events sponsored by School, including all interscholastic and intramural athletic contests and events, and all other uses for which the leased premises are suited as may reasonably relate to operation of School's business purposes. School shall not have the right to consent to any use of the leased premises by a third party without first obtaining City's consent and approval in advance.

7. **REPLACEMENT, REPAIR AND MAINTENANCE.** School shall be responsible for repair, replacement and maintenance of all improvements and fixtures installed upon, over, under or within the leased premises, specifically including, but not necessarily limited to:

- | | |
|--|--|
| (a) structural elements of all building structures | (j) concrete floors and walkways |
| (b) sewer | (k) grass |
| (c) plumbing fixtures | (l) track surface |
| (d) pipes | (m) athletic field or performance area surfaces |
| (e) wiring | (n) bleacher seating structures |
| (f) electrical fixtures | (o) water lines and field watering systems |
| (g) heating equipment | (p) electric lines |
| (h) air conditioning equipment | (q) gas lines |
| (i) glass | (r) water hydrants |
| | (s) scoreboards and appurtenances relating to them |

When used in this Paragraph, the term "maintain" means to clean and keep in good condition. "Repair" means to fix and restore to good condition after damage, deterioration or partial destruction. "Replace" means to remove an existing fixture and replace it with a new fixture similar in form and use.

8. **CITY REPAIRS, REPLACEMENT AND MAINTENANCE.** This lease does not include the parking areas located adjacent to the leased premises. These parking areas shall be and remain under City use, possession, ownership and control throughout the term of this lease. Similarly, all other city-owned properties within the area legally described as:

The Subdivision of Lot One (1) and Sub Lot Two (2), except Parcel A, of the West Half of the Southwest Quarter (W $\frac{1}{2}$ SW $\frac{1}{4}$) of Section Twenty-one (21), Township Seventy-two (72) North, Range Thirty-eight (38) West of the 5th P.M., Montgomery County, Iowa,

not contained within the leased premises described in this agreement are excluded from this lease. City shall be entitled to full possession and use of all those premises.

With respect to the parking areas located adjacent to the leased premises, City agrees to maintain, repair and replace said parking areas so as to be useful for parking of vehicles for persons attending events upon the leased premises. City and School shall coordinate the scheduling of events so that whenever possible there is no conflict between events sponsored by School and events of City affecting the leased premises.

When used in this Paragraph, the term "maintain" means to clean and keep in good condition. "Repair" means to fix and restore to good condition after damage, deterioration or partial destruction. "Replace" means to remove an existing fixture and replace it with a new fixture similar in form and use.

9. CONDITION OF PREMISES. School has had an opportunity to investigate and determine the condition of the leased premises and accepts the premises and all improvements as is in their existing condition. School shall relinquish possession of the leased premises and improvements in at least the same condition as at the beginning of this lease, normal wear and tear excepted.

10. INSURANCE. (a) Property Insurance. City and School agree to insure their respective real and personal property located upon the leased premises for their full insurable value. Such insurance shall cover losses included in the special form clauses of loss (formerly all risk coverage). To the extent permitted by their policies, City and School waive all rights of subrogation against each other to the extent the loss suffered is fully insured and paid for by the insurance provided by each of them. (b) Liability Insurance. School shall obtain and maintain general liability insurance in the amounts of not less than \$ 2,000,000.00 per occurrence and \$ 6,000,000.00 annual aggregate on the leased premises. This policy shall include coverage for liability arising from premises operations, independent contractors, personal injury, products and operations and liability assumed under an insured contract. The policy shall be endorsed to include City as an additional insured. School shall hold harmless, defend and indemnify City from and against all loss, costs and liability resulting from injuries to persons or property happening or done upon the leased premises during this lease term. City shall maintain similar liability coverages on the City property adjoining the leased premises and shall hold harmless, defend and indemnify School from and against all loss, costs and liability resulting from injuries to persons or property happening or done upon City property during this lease term. (c) Certificates of Insurance. Before the effective date of this lease, School will provide City with a Certificate of Insurance with these property and liability insurance requirements. Each of these policies will include a 30 day advance notice of cancellation to the other. (d) Approval of Insurance Companies. Both School and City will provide a copy of this lease agreement to their respective insurers and obtain approval to the insurance provisions herein. In the event both such companies refuse to accept the waiver of subrogation rights endorsement provided for in this section, neither School nor City will be bound by that provision.

School will not do or omit doing of any act which would invalidate any insurance or increase the insurance rates enforced on the premises.

11. TERMINATION, SURRENDER OF PREMISES AT END OF TERM AND REMOVAL OF FIXTURES. This agreement shall automatically renew at its conclusion for an additional 10 year term unless no more than 180 days and no less than 90 days in advance of the end of the lease term written notice of intent not to renew is given by either party to the other. Upon termination, School will voluntarily remove from the leased premises and relinquish possession to City. The premises will be delivered in good and clean condition, the effects of ordinary wear and tear and depreciation excepted. All improvements installed upon the leased premises by School shall become the property of City upon termination of the lease, unless otherwise provided in this lease agreement, or except those items which

City agrees in writing may be removed by School. Any such items agreed for removal must be removed and damages repaired within 180 days of lease termination.

12. ASSIGNMENT AND SUBLETTING OF PREMISES. Any assignment of this lease either by City or School must first be agreed upon by the other party in writing. School may not sublease the premises without obtaining City's written permission in advance.

13. REAL ESTATE TAXES. City shall be responsible for payment of all real estate taxes on the leased premises before same become delinquent.

14. PERSONAL PROPERTY TAXES. School agrees to pay all taxes levied against its personal property on the premises during the term of this lease.

15. LIABILITY FOR DAMAGE. Each party shall be liable to the other for all damage to the property of the other negligently, recklessly or intentionally caused by that party or the party's agents, employees or persons coming upon the leased premises at the actual or implied invitation of the party, except to the extent the loss is fully insured and subrogation is waived. It is the intent of this provision that neither party will bring action against the other for any loss to property fully restored by insurance.

16. INDEMNITY. Except for the negligence of School, City will protect, defend and indemnify School from and against all loss, costs, damage and expenses occasioned by or arising out of, any occurrence, causing or inflicting injury or damage to any person or property happening or done in, upon or about the property of City on which the leased premises are located, or due directly or indirectly to the use or occupancy thereof by City or any person claiming through or under City. In this regard, it is and shall remain the responsibility and duty of School to supervise parking areas used by the public for attendance at School events conducted upon the leased premises to assure good order is maintained thereon. City does not waive the requirement of School supervision of the area by providing police assistance to direct traffic traveling through the leased premises area during School events upon the leased premises.

17. MONTGOMERY COUNTY FAIR BOARD AND COUNTY FAIR PREMISES. City and School acknowledge and understand that the Montgomery County Fair Board owns real property located immediately east both of the leased premises and the property of City (the "Fair property"). The Fair property is improved by structures and a roadway upon which persons attending City and School events either upon the leased premises or elsewhere within Legion Park may access either the leased premises or other areas of Legion Park. It is not the intent of this lease to prevent either City or School from any rights to claim indemnification or contribution from the Montgomery County Fair Board for loss, costs, damage or expense occasioned by or arising out of any occurrence causing or inflicting injury or damage to persons or property happening or done in, upon or about the premises owned by the Montgomery County Fair Board as a result of which a claim of damage is made against either City or School.

18. FIRE AND CASUALTY. In the event of a partial destruction or damage of the leased premises which is a business interference preventing the normal use of the leased premises, or any part thereof by School, which damages are repairable within 180 days after its occurrence, this lease shall not terminate. There shall be no abatement of rent in that event. Provided, this lease may be terminated either by School or City in the event of a total destruction of business use, which is defined as destruction or damage of the leased premises to the extent School is not able to use the leased premises for uses contemplated under this agreement and which damage or destruction cannot be repaired within 180 days. In such event, if School or City terminates the lease, School shall remove from possession of the leased premises within 180 days thereafter and this lease shall terminate. In that event, neither City nor School shall have any obligation to rebuild structural improvements on the leased premises.

19. **CONDEMNATION.** In the event of condemnation of any part of the leased premises resulting in separate awards of damages, each party shall be entitled to retain that award granted to it by the condemning authority. In the event condemnation results in a total destruction of business use of the leased premises as defined herein, School shall remove from possession within 180 days following completion of the condemnation proceeding and neither School nor City shall have a further obligation to perform under this lease.

20. **DEFAULT.** Either party shall be in default upon failure to perform as promised under this lease agreement. In the event of a default, the party damaged shall provide Notice of Default to the other and the other shall have 60 days from the date of notice to remedy the default. Such notice shall be provided in writing by certified mail, return receipt requested or by personal service in the manner of original notices under Iowa law, or by taking the written acknowledgement of the other to hand delivery. In the event the defaulting party fails to remedy the default within 60 days from the date such notice is delivered, this lease may terminate and the damaged party may bring such action as is reasonable to recover damages from the other.

21. **RIGHT OF EITHER PARTY TO MAKE GOOD ANY DEFAULT OF THE OTHER.** Notwithstanding anything to the contrary herein, either party may remedy any default of the other in order to preserve the party's rights under this agreement. In that event, the responsible party shall reimburse the other the expense advanced within 30 days following the date of demand. Failing reimbursement within that time, the responsible party shall pay the other interest on the unpaid amounts at ten percent (10%) per annum from the date of advance until paid.

22. **MECHANIC'S LIENS.** School shall not permit any person or firm to file or place a Mechanic's Lien upon the leased premises, or upon any building or improvement upon the leased premises. In the event such a lien is filed, School shall immediately take such measures as are necessary to procure a bond to release the lien filing. In support of this provision, School shall not complete any work of improvement upon the leased premises or upon any building or structure or other improvement located thereon, without obtaining City consent and approval to the plans and specifications of the work of improvement in advance. Further, in the event of any such improvement, School shall provide City evidence of payment of the cost of improvements as same are installed along with mechanic's lien waivers from each provider.

23. **ENVIRONMENTAL.**

A. City. To the best of City's knowledge to date:

1. Neither City nor City's former or present tenants are subject to any investigation concerning the premises by any governmental authority under any applicable federal, state, or local codes, rules and regulations pertaining to air and water quality, the handling, transportation, storage, treatment, usage, or disposal of toxic or hazardous substances, air emissions, other environmental matters, and all zoning and other land use matters.

2. Any handling, transportation, storage, treatment, or use of toxic or hazardous substances that has occurred on the premises has been in compliance with all applicable federal, state and local codes, rules and regulations.

3. No leak, spill release, discharge, emission or disposal of toxic or hazardous substances has occurred on the premises.

4. The soil, groundwater, and soil vapor on or under the premises is free of toxic or hazardous substances.

5. City shall assume liability and shall indemnify and hold School harmless against all liability or expense arising from any condition which existed, whether known or unknown, at the time of execution of the lease which condition is not a result of actions of the School or which condition arises after date of execution but which is not a result of actions of the School.

B. School. School expressly represents and agrees:

1. During the lease term, School will refrain from use of any hazardous substance as defined at Section 455B.411, Code of Iowa, 2011, and IAC 567-141.2 without first obtaining the written consent of City. School understands and agrees that City's consent is at City's sole option and complete discretion and that such consent may be withheld or may be granted with any conditions or requirements that City deems appropriate.

2. During the lease term, School shall be fully liable for all costs and expenses related to the use, storage, removal and disposal of hazardous substances used or kept on the property by School, and School shall give immediate notice to City of any violation or any potential violation of any environmental regulation, rule, statute or ordinance relating to the use, storage or disposal of any hazardous substance.

3. School, at its sole cost and expense, agrees to remediate, correct or remove from the premises any contamination of the property caused by any hazardous substances which have been used or permitted by School on the premises during any term of this lease. Remediation, correction or removal shall be in a safe and reasonable manner, and in conformance with all applicable laws, rules and regulations. School reserves all rights allowed by law to seek indemnity or contribution from any person, other than City, who is or may be liable for any such cost and expense.

4. School agrees to indemnify and hold City harmless from and against all claims, causes of action, damages, loss, costs, expense, penalties, fines, lawsuits, liabilities, attorney fees, engineering and consulting fees, arising out of or in any manner connected with hazardous substances, which are caused or created by School on or after the date of this lease and during any term of this lease, including, but not limited to, injury or death to persons or damage to property, and including any diminution of the value of any leased premises which may result from the foregoing. This indemnity shall survive the cessation, termination, abandonment or expiration of this lease.

24. NOTICES AND DEMANDS. Notices provided for under this lease shall be given to the respective parties at the addresses shown below the lines for signature at the end of this agreement.

25. PROVISIONS TO BIND AND BENEFIT SUCCESSORS AND ASSIGNS. Each of the provisions of this lease agreement shall be binding upon any successor-in-interest or assign of either of the parties hereto.

26. CHANGES TO BE IN WRITING. Any change to the content of this agreement shall not be enforceable against the party against whom it sought to be enforced unless made in writing and agreed to by the party.

27. **CONSTRUCTION.** Words and phrases herein, including the acknowledgment hereof, shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender according to the context.

28. **CERTIFICATION.** School certifies that it is not acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by any Executive Order or the United States Treasury Department as a terrorist, "Specially Designated National and Blocked Person" or any other banned or blocked person, entity, nation or transaction pursuant to any law, order, rule or regulation that is enforced or administered by the Office of Foreign Assets Control, and it is not engaged in this transaction, directly or indirectly on behalf of, or instigating or facilitating this transaction, directly or indirectly on behalf of any such person, group, entity or nation. School hereby agrees to defend, indemnify and hold harmless City from and against any and all claims, damages, losses, risks, liabilities and expenses (including attorney's fees and costs) arising from or related to any breach of the foregoing certification.

29. **CITY ADMINISTRATIVE BOARD.** City shall be represented in performance of this lease by the Red Oak Park and Tree Board. Matters pertaining to this lease agreement shall be presented to the Red Oak Park and Tree Board. Provided, that in the event any contract related to the leased premises needs to be executed on behalf of the City, such contract will be executed both by the Red Oak Park and Tree Board and approved as to form and content by the Red Oak City Council before becoming effective.

DONE AND EXECUTED the date first written above.

RED OAK PARK AND TREE BOARD

By: _____
Chairperson

By: _____
Secretary

CITY OF RED OAK, IOWA

By: W. H. Kelly
Mayor

By: Mary R. Bolton
City Clerk

RED OAK COMMUNITY SCHOOL DISTRICT

By: _____
President

By: _____
Secretary

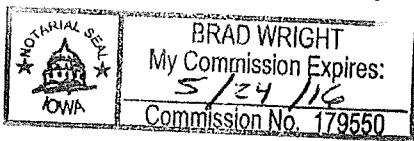
STATE OF IOWA, COUNTY OF MONTGOMERY, ss:

On this _____ day of _____, 20____, before me, a Notary Public in and for the State of Iowa, personally appeared _____ and _____ to me personally known, and who being by me duly sworn or affirmed, did say that they are the Chairperson and Secretary, respectively, of the Red Oak Park and Tree Board; that the Red Oak Park and Tree Board has no separate corporate seal from the seal of the City of Red Oak, Iowa, and that the seal affixed to the foregoing instrument is the corporate seal of the City of Red Oak, Iowa, a municipal corporation, and that the instrument was signed on behalf of the Red Oak Park and Tree Board by authority of the Board, and that _____ and _____ acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the Red Oak Park and Tree Board, by it voluntarily executed.

_____, Notary Public

STATE OF IOWA, COUNTY OF MONTGOMERY, ss:

On this 5 day of August, 2013, before me, a Notary Public in and for the State of Iowa, personally appeared William H. Billings, Jr. and Mary L. Bolton to me personally known, and, who being by me duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Red Oak, Iowa; that the seal affixed to the foregoing instrument is the corporate seal of the Corporation, and that the instrument was signed and sealed on behalf of the corporation, by authority of its City Council, and that William H. Billings, Jr. and Mary L. Bolton acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the Corporation, by it voluntarily executed.



Brad Wright, Notary Public

STATE OF IOWA, COUNTY OF MONTGOMERY, ss:

On this _____ day of _____, 20____, before me, a Notary Public in and for the State of Iowa, personally appeared _____ and _____ to me personally known, and, who being by me duly sworn, did say that they are the President of the Board of Directors and Secretary of the Board of Directors, respectively, of the Red Oak Community School District; that the seal affixed to the foregoing instrument is the corporate seal of the Corporation, and that the instrument was signed and sealed on behalf of the corporation, by authority of its Board of Directors, and that _____ and _____ acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the Corporation, by it voluntarily executed.

_____, Notary Public

LEASE
RED OAK SPORTS COMPLEX

THIS LEASE, made and entered into this _____ day of _____, 20____, by and between the Red Oak Community School District, an Iowa school corporation, whose address for purposes of this agreement shall be Red Oak, Iowa, and which is sometimes hereafter referred to as "School", and the City of Red Oak, Iowa, an Iowa municipal corporation, whose address for purposes of this agreement shall be Red Oak, Iowa, and which is sometimes hereafter referred to as "City";

BACKGROUND FACTS: School owns certain premises used for school purposes within the city of Red Oak, Iowa, and desires to lease a portion of those premises to City for use in connection with city recreational programs. School and City previously entered into a 20-year lease agreement covering the premises which the parties have now reviewed and desire to renew, subject to the provisions contained in this agreement;

WHEREFORE, the parties agree as follows:

1. **PREMISES AND TERM.** School leases to City the following real estate (the "leased premises"), situated in Red Oak, Montgomery County, Iowa;

PARCEL A

A tract of land located in the South Half (S½) of Lot One (1) of the Southeast Quarter of the Northwest Quarter (SE¼ NW¼) of Section Twenty-one (21), Township Seventy-two (72) North, Range Thirty-eight (38) West of the 5th P.M., City of Red Oak, Montgomery County, Iowa, more particularly described as follows:

Beginning at the Southwest Corner of the South Half (S½) of Lot One (1) of the Southeast Quarter (SE¼) of the Northwest Quarter (NW¼) of Section 21-72-38; thence Northerly along the West line of the South Half of Lot One (1) a distance of 675.85 feet; thence Easterly along the North line of the South Half of Lot One (1) a distance of 650.00 feet; thence Southerly a distance of 670.00 feet to a point on the South line of the South Half of Lot One (1); thence West along the South line of the South Half of Lot One (1) a distance of 590.00 feet to the point of beginning, containing 9.45 acres, more or less.

PARCEL B

A tract of land located in Lot One (1) of the Northeast Quarter (NE¼) of the Southwest Quarter (SW¼) of Section Twenty-one (21), Township Seventy-two (72) North, Range Thirty-eight (38) West of the 5th P.M., City of Red Oak, Montgomery County, Iowa, more particularly described as follows:

Commencing at the Northwest Corner of Lot One (1) of the Northeast Quarter (NE¼) of the Southwest Quarter (SW¼) of Section 21-72-38, thence East along the North line of Lot One (1) a distance of 200.00 feet to the point of beginning; thence East along the North line of Lot One (1) a distance of 320.00 feet; thence South a distance of 380.00 feet; thence West a distance of 320.00 feet; thence North a distance of 380.00 feet to the point of beginning, containing 2.79 acres,

with all improvements located thereon and all rights, easements and appurtenances thereto belonging, which more particularly includes the space and premises shown on the photographic representations

attached hereto marked Exhibit A and Exhibit B, for the term of _____ years, beginning at midnight of the date previous to the first day of the leased term which shall be on the _____ day of _____, 20____, and ending at midnight on the last day of the leased term, which shall be on the _____ day of _____, 20____, upon the condition that City performs as in this lease provided. The parties previously entered into a lease agreement dated September 12, 1989, which provided for a 20-year lease term and annual extensions year-to-year thereafter, which lease agreement shall be terminated effective upon execution of this lease. Additionally, School grants to City a limited license to use the parking lot areas located on School property adjacent to the leased premises for use by the public in attendance at City-related activities on the leased premises during the term of this lease. This is a limited license and in the event of a conflict in scheduling between School events and City events, School events shall control use of the parking areas.

2. **POSSESSION.** City is entitled to possession of the leased premises at the beginning date of this lease and is entitled to hold possession until the end date of this lease. Provided, School is granted an unlimited license to use certain portions of the leased premises covering the areas locally known and described as the Red Oak High School Softball Field, which is identified as Field 1 on Exhibit A attached hereto, and the "Red Oak High School Practice Football Field", which is identified as Field 5 on Exhibit A attached hereto. With respect to Field 1 and Field 5, School use and scheduling shall be granted priority over City use and scheduling. Additionally, during the term of this lease, School is hereby granted a limited license to use the premises designated on Exhibit A and Exhibit B as Fields 2, 3 and 4 for School use and athletic activity, and shall be consulted by City on the scheduling of use of these portions of the leased premises. However, with respect to use of Fields 2, 3 and 4, City use and scheduling shall take priority over School use.

3. **RENTAL.** This lease agreement is entered into by the parties in consideration of the terms and conditions of the Legion Park Athletic Facilities Lease entered into by these parties and the expenditures and improvements made by City with City funds with respect to the leased premises. It is further contemplated that City will continue to invest City funds into maintenance, repair and improvements to the leased premises, all of which is regarded by the parties as good and valuable consideration for this lease.

4. **USE OF PREMISES.** City covenants and agrees that during the term of this lease it shall use and occupy the leased premises only for city recreational purposes and uses incidental thereto.

5. **QUIET ENJOYMENT.** School covenants that its estate in the leased premises is in fee simple and that the City shall peaceably have, hold and enjoy use of the premises for the entire term of this lease. School shall take no action which shall deprive City of rights contracted by City under this agreement during the term of the lease.

6. **RIGHT TO PRESCRIBE RULES AND REGULATIONS FOR PUBLIC USE OF LEASED PREMISES.** City may prescribe rules and regulations applicable to persons coming upon the leased premises for use of the premises during the term of this lease. Any such rules and regulations shall be discussed with School before implementation and shall be consistent with School policies. School has been advised and understands that City has contracted with the Montgomery County Family YMCA (the "YMCA") to perform scheduling and operation of youth activities for City on the leased premises, and City has agreed to follow and enforce policies and values established by the YMCA for use in City recreational programs. Therefore, City and School agree that during the term of this lease, the following personal guidelines shall be followed:

(a) persons coming upon or using the leased premises shall neither possess nor use alcohol or any alcoholic beverage, beer, wine or alcoholic spirits;

(b) persons coming upon or using the leased premises shall neither smoke, as that term is defined under either state law or city ordinances, nor possess or use tobacco or tobacco products as those terms are defined under City ordinances;

School shall enforce these use restrictions both upon the leased premises and upon all School premises located adjacent to the leased premises during the term of this lease. "School premises located adjacent to the leased premises" shall mean and refer to the Red Oak Community High School campus and all of its facilities located thereon.

City shall post signs on the leased premises providing public notice of the restrictions contained in this section of the lease. School shall post signs on the Red Oak Community High School campus providing notice of the restrictions in this section. Both City and School shall take whatever action is necessary to enforce the restrictions of this section of the lease.

7. MAINTENANCE AND REPAIR. Except as otherwise provided in this section, City shall maintain, repair, replace and improve the leased premises for use as a baseball and softball complex and athletic field, and may contract with third party providers to perform maintenance, repair, replacements or improvements necessary to keep the leased premises in good condition.

Notwithstanding anything to the contrary contained in this section, School shall be solely responsible for all maintenance, repair, replacement and improvement of the both the Red Oak High School Softball Field designated as Field 1 on Exhibit A attached hereto and the Red Oak High School Practice Football Field designated as Exhibit 5 on Exhibit A attached hereto at School expense during the term of this lease.

8. PREMISES IMPROVEMENTS. (a) City owns the building structure located in the center of Fields 1, 2, 3 and 4. This building is currently used for restrooms, concessions and a field announcer's booth. City shall maintain, repair, replace and improve the restroom area of this structure when necessary during the leased term. School shall maintain, repair, replace and improve the concession and the field announcer's booth areas of the structure during the leased term. School shall obtain consent and approval of City to all plans and specifications for all maintenance, repair, replacement and improvement to the concession and field announcer's booth areas before completing any such work.

(b) Fields 1, 2, 3 and 4 are separated by fencing. During the term of this lease, City shall be responsible for furnishing and paying the cost of all maintenance, repair, replacement and improvements to fencing for Fields 2, 3 and 4. During the same term, School shall be responsible for furnishing and payment of all costs for all maintenance, repair, replacement and improvement of fencing for Field 1.

(c) During the term of this lease, City shall furnish and pay for all maintenance, repair, replacement and improvement to all trees or other plantings located upon the leased premises. No replacement or removal of any tree or decorative planting shall be made without School consent.

9. UTILITIES. Utilities used upon the leased premises shall be furnished, replaced and repaired at the cost of City, EXCEPT the cost of utility services furnished to the Red Oak High School Softball Field identified as Field 1 on Exhibit A hereto. With respect to Field 1, School shall be responsible for all maintenance, repair or replacement of all fixtures used thereon, specifically including, but not necessarily limited to all lighting and lighting fixtures, wiring and related appurtenances used thereon or therefore, and the water sprinkler system and all wiring, fixtures and related appurtenances used thereon or therefore, and shall pay the cost of all utilities used upon the Red Oak High School Softball Field identified as Field 1 on Exhibit A hereto.

In the event School desires to revise any current utility design on Field 1 on Exhibit A hereto, request and approval will be made to City acting by and through the Red Oak Park and Tree Board. No change shall be made to the utility design without City approval.

10. INSURANCE.

- (A) Property Insurance. City and School agree to insure their respective real property and personal property located upon the leased premises for its full insurable value. This insurance shall cover losses included in the special form clauses of loss (formerly all risk coverage). To the extent permitted by their policies, City and School waive all rights of subrogation against each other to the extent the loss suffered is fully insured and fully paid for by the insurance provided by each of them, and agree to make no assignment of subrogation rights for any such purpose.

- (B) Liability Insurance. (1) City shall obtain and maintain during the term of this lease a policy furnishing general liability insurance with limits of at least \$ 2,000,000.00 per occurrence and \$ 6,000,000.00 annual aggregate on the leased premises. This policy shall include coverage for liability arising from premises operations, work of independent contractors, personal injury, products and operations hazard and liability assumed under a contract. This policy shall be endorsed to include School as an additional insured. Except for negligence of School, City shall hold harmless, defend and indemnify School from and against all loss, costs and liability resulting from injuries to persons or property happening or done upon the leased premises during this lease term.

(2) School shall maintain the same liability coverages and limits on School premises located adjacent to the leased premises and upon both the Red Oak High School Softball Field identified as Field 1 on Exhibit A hereto, and the Red Oak High School Practice Football Field identified as Field 5 on Exhibit A hereto, and except for negligence of City, School shall hold harmless, defend and indemnify City from and against all loss, costs and liability to persons or property upon that property during the lease term. School insurance shall be primary as concerns, injuries or damages happening or done upon both Field 1 and Field 5 during the lease term.

- (C) Certificates of Insurance. Before the effective date of this lease, City will provide School with a Certificate of Insurance with the property and liability insurance requirements specified in this section, and School will provide City a Certificate of Insurance with the property and liability insurance requirements specified in this section on the adjacent School property upon which the leased premises is located, specifically including both the Red Oak High School Softball Field identified as Field 1 on Exhibit A hereto and the Red Oak High School Practice Football Field identified as Field 5 on Exhibit A hereto. Each of these policies will include a 30 day advance notice of cancellation both to the School and to the City.

- (D) Approval of Insurance Companies. Both School and City will provide a copy of this lease agreement to their respective insurers and obtain approval to the insurance provisions herein. In the event both such companies refuse to accept the waiver of subrogation rights endorsement provided for in this section, neither School nor City will be bound by that provision.

11. **LIABILITY FOR DAMAGE.** Each party shall be liable to the other for any damage to the property of the other negligently, recklessly or intentionally caused by that party or that party's agents, employees or persons using the leased premises at that party's invitation, except to the extent such loss is fully insured and subrogation is waived. It is the intent of this provision that neither party will bring action against the other for any loss to property fully restored by insurance.

12. **INDEMNITY.** Except for loss to person or property negligently, recklessly or intentionally caused by City, or City's employees or agents, School shall protect, defend and indemnify City from and against all loss, costs, damage and expenses occasioned by or arising out of any occurrence causing or inflicting injury or damage to any person or property happening or done upon the leased premises during the term of this lease arising out of School use of the leased premises, specifically including injury or damage happening upon the Red Oak High School Softball Field designated as Field 1 on Exhibit A to this lease, and the Red Oak High School Practice Football Field identified as Field 5 on Exhibit A to this lease.

13. **TERMINATION.** This agreement shall automatically renew at its conclusion for an additional 10 year term unless no more than 180 days and no less than 90 days in advance of the end of the lease term written notice of intent not to renew is given by either party to the other. Upon termination, City will voluntarily remove from the leased premises and relinquish possession to School. The premises will be delivered in good and clean condition, the effects of ordinary wear and tear and depreciation excepted. All improvements installed upon the leased premises by City shall become the property of School upon termination of the lease, unless otherwise provided in this lease agreement, or except those items which School agrees in writing may be removed by City. Any such items agreed for removal must be removed and damages repaired within 180 days of lease termination.

14. **NOTICES AND DEMANDS.** Notices shall be given to School and City at their respective addresses designated on the signature lines of this lease, unless and until either party notifies the other in writing of a different address.

15. **PROVISIONS TO BIND AND BENEFIT SUCCESSORS AND ASSIGNS.** Each provision of this lease agreement shall be binding upon each of the parties hereto, their successors and assigns. 16. **CHANGES TO BE IN WRITING.** No provision of this lease agreement shall be modified or enforced unless in writing and agreed to by each of the parties.

17. **CITY ADMINISTRATIVE BOARD.** City shall be represented in performance of this lease by the Red Oak Park and Tree Board. Matters pertaining to this lease agreement shall be presented to the Red Oak Park and Tree Board. Provided, that in the event any contract related to the leased premises needs to be executed on behalf of the City, such contract will be executed both by the Red Oak Park and Tree Board and approved as to form and content by the Red Oak City Council before becoming effective.

DONE AND ENTERED INTO the date first written above.

RED OAK PARK AND TREE BOARD

By: _____
Chairperson

By: _____
Secretary

CITY OF RED OAK, IOWA

By: *William H. Selby*
Mayor

By: *Mary R. Bolton*
City Clerk

RED OAK COMMUNITY SCHOOL DISTRICT

By: _____
President

By: _____
Secretary

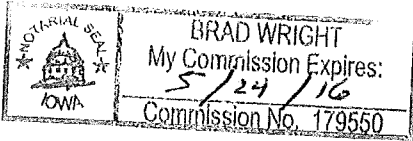
STATE OF IOWA, COUNTY OF MONTGOMERY, ss:

On this _____ day of _____, 20____, before me, a Notary Public in and for the State of Iowa, personally appeared _____ and _____ to me personally known, and who being by me duly sworn or affirmed, did say that they are the Chairperson and Secretary, respectively, of the Red Oak Park and Tree Board; that the Red Oak Park and Tree Board has no separate corporate seal from the seal of the City of Red Oak, Iowa, and that the seal affixed to the foregoing instrument is the corporate seal of the City of Red Oak, Iowa, a municipal corporation, and that the instrument was signed on behalf of the Red Oak Park and Tree Board by authority of the Board, and that _____ and _____ acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the Red Oak Park and Tree Board, by it voluntarily executed.

_____, Notary Public

STATE OF IOWA, COUNTY OF MONTGOMERY, ss:

On this 5 day of August, 20 13, before me, a Notary Public in and for the State of Iowa, personally appeared William H. Billings, Jr. and Mary L. Bolton to me personally known, and, who being by me duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Red Oak, Iowa; that the seal affixed to the foregoing instrument is the corporate seal of the Corporation, and that the instrument was signed and sealed on behalf of the corporation, by authority of its City Council, and that William H. Billings, Jr. and Mary L. Bolton acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the Corporation, by it voluntarily executed.



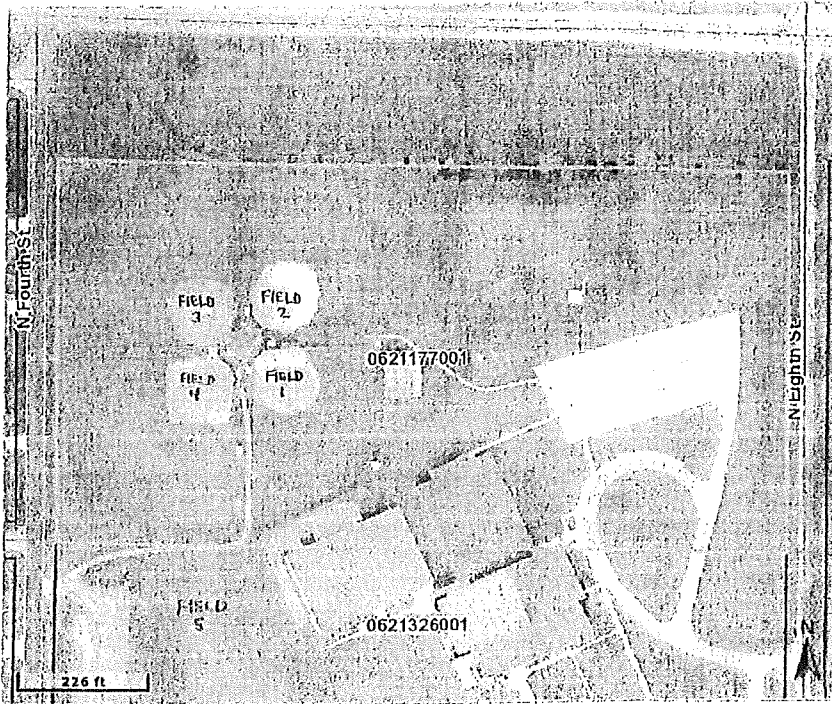
[Signature]

Brad Wright, Notary Public

STATE OF IOWA, COUNTY OF MONTGOMERY, ss:

On this _____ day of _____, 20 _____, before me, a Notary Public in and for the State of Iowa, personally appeared _____ and _____ to me personally known, and, who being by me duly sworn, did say that they are the President of the Board of Directors and Secretary of the Board of Directors, respectively, of the Red Oak Community School District; that the seal affixed to the foregoing instrument is the corporate seal of the Corporation, and that the instrument was signed and sealed on behalf of the corporation, by authority of its Board of Directors, and that _____ and _____ acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the Corporation, by it voluntarily executed.

_____, Notary Public



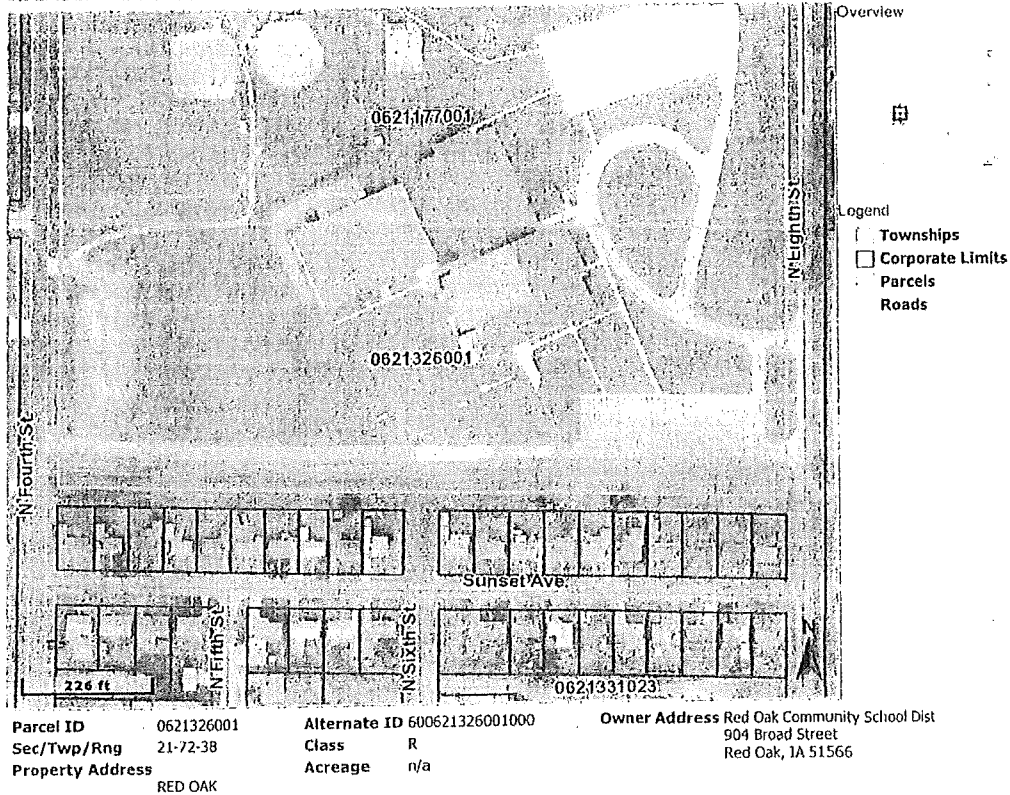
Overview

Legend

-  Townships
-  Corporate Limits
-  Parcels
-  Roads

Parcel ID	0621177001	Alternate ID	600621177001000	Owner Address	Red Oak Community School Dist
Sec/Twp/Rng	21-72-38	Class	R		904 Broad Street
Property Address		Acreage	n/a		Red Oak, IA 51566
District	RED OAK CITY				
Brief Tax Description	SE NW S/2 LT 1				
	<i>(Note: Not to be used on legal documents)</i>				

Date Created: 1/11/2013



Parcel ID	0621326001	Alternate ID	600621326001000	Owner Address	Red Oak Community School Dist
Sec/Twp/Rng	21-72-38	Class	R		904 Broad Street
Property Address	RED OAK	Acres	n/a		Red Oak, IA 51566

District RED OAK CITY
Brief Tax Description LOT 1 NE SW
(Note: Not to be used on legal documents)

Last Data Upload: 1/11/2013 11:59:01 AM

Developed by
 The Schneider Group and
 Schneider

EXHIBIT B

Item 6.1.2 Board Policy Final Reading and Adoption: 501.8, et al – Student Attendance

BACKGROUND INFORMATION: Attached is the final copy of the revised policies concerning attendance, truancies, etc. These policies were given tentative approval on July 15. This evening former Student Support Coordinator Michael Moran and new Student Support Coordinator Theo Fundermann are present to address any specific questions before final adoption is requested.

SUGGESTED BOARD ACTION: (to be provided)

STUDENT ATTENDANCE RECORDS

As part of the school district's records, the daily attendance of each student is recorded electronically with the districts registrar.

Legal Reference: Iowa Code §§ 294.4; 299 (2005).
281 I.A.C. 12.2(4).

Cross Reference: 501 Student Attendance
506 Student Records

Approved

Reviewed July 15, 2013

Revised

STUDENT ABSENCES - EXCUSED

Regular attendance by students is essential for students to obtain the maximum opportunities from the education program. Parents and students alike are encouraged to ensure an absence from school is a necessary absence. Students will attend school unless excused by the principal of their attendance center.

Student absences approved by the principal are excused absences. All schools will accept parentally excused absences for up to five (5) days during a semester. Excused absences will count as days in attendance for purposes of the truancy law. These absences include, but are not limited to, personal illness, medical or legal appointments, attendance at a funeral, religious observances or instruction, family emergencies, appointments that cannot be scheduled outside the school day, and school-sponsored or approved activities.

Excused Absence:

- a. If an absence is excused, the student shall be permitted to make up all missed assignments outside of class under reasonable conditions and time limits established by the appropriate teacher. An exception is that in participation-type classes, a student's grade may be affected because of the student's inability to make up the activities conducted during a class period. A student shall be allowed one make-up day for each day of absence.
- b. If a student is confined to home or hospital for an extended period, the school shall arrange for the accomplishment of assignments at the place of confinement whenever practical. If the student is unable to do his/her schoolwork, or if there are major requirements of a particular course which cannot be accomplished outside of class, the student may be required to take an incomplete or withdraw from the class without penalty.

Students participating in school activities must be present for each class of the school day. Students participating in school-sponsored activities (e.g., field trips, athletic events, school arranged college visits, job shadowing, activity events) will not be recorded as an absence on the student's attendance record.

It is the responsibility of the parent to notify the student's attendance center as soon as the parent knows the student will not be attending school on that day. The principal may request evidence or written verification of the student's reason for absence.

It is the responsibility of the superintendent, in conjunction with the principal, to develop administrative regulations regarding this policy.

Legal Reference: Iowa Code §§ 294.4; 299 (2005).
281 I.A.C. 12.2(4).

Cross Reference: 501 Student Attendance
503 Student Discipline
504 Student Activities
506 Student Records

Approved

Reviewed July 15, 2013

Revised

Red Oak Community School District

STUDENT ABSENCES—EXCUSED—REGULATION

The Importance of Regular School Attendance

EVERY DAY MATTERS - Research supports the theory that students with good class attendance will score better on standardized tests, get higher grades and be less likely to drop out. Although some students may be able to demonstrate sufficient content knowledge, our district's responsibility to educate our students and excel on standardized testing requires that we promote positive school attendance.

Students are expected to be in class and to make attendance a top priority. Only through attendance and class participation do students achieve the benefits of the education program. Participating in class discussion, developing an appreciation for the views and abilities of other students, and forming the habit of regular attendance are legitimate class objectives. Learning lost due to an absence can never be replaced. Regular attendance and being well prepared for class help students in school as well as preparing students for adulthood.

Parents are expected to telephone the school office to report the student absence in advance of the start of school, if possible, and in all cases by 8:30 A.M. of the day the absence occurs to avoid a call from the automated dialer.

Legal Obligation Regarding Attendance Regulation

The school believes the responsibility for attendance rests with the parents and the students. We encourage those responsible to make good sound educational decisions about school attendance, keeping in mind that attendance at school results in greater success. If that responsibility is not assumed by the student and parents, the school will enforce the state of Iowa mandatory attendance laws, and the excessive absence regulation.

Additional rules pertaining to excused absences may be found in the Student Handbooks that are provided to students and parents annually.

TRUANCY – VERIFIED UNEXCUSED ABSENCES

Regular attendance by the students at school is essential for students to obtain the maximum opportunities from the education program. Parents and students alike are encouraged to ensure an absence from school is a necessary absence. Students will attend school unless excused by the principal of their attendance center.

Truancy - Any absence that occurs without notification from the student's parent/guardian will be classified as truant. Schools must be notified on or before the day of the absence in order for the absence not to be classified as truancy.

Verified Unexcused Absence –Any absence that is verified by the parent or guardian, but is not listed in the “Excused” category above would be considered a “Verified Unexcused Absence”. Verified unexcused absences can occur because of personal reasons and may include, but are not limited to:

- a. short notice family trips
- b. birthday parties
- c. non-school related competitions
- d. prom dress shopping
- e. graduations
- f. trips to the airport
- g. car problems
- h. planned family vacations in excess of 3 missed school days

Penalties & Procedures for Verified Unexcused Absences/Truancy

Truancy or Verified Unexcused Absences –

- 1st offense - 30 minute detention to be served within 24 hours
- 2nd offense – 1 day ISS.
- *Please note our newly fashioned ISS program will be committed to educational and community service purposes. Half of the day our students will focus on academics, by completing missing or late work. The second half of the day will be community service based, by way of working with our custodial and maintenance staff on the upkeep of our facilities.*
- *If a student refuses to accept responsibility for their actions and is not present for the assigned consequence, appropriate administrative action will take place.*
- 5th offense – One day of ISS. Student will remain in ISS until parents meet with Guidance Counselor, Administrator, or Student Support Coordinator.
- 10th offenses – Subsequent violations - Please see loss of credit section.

Students receiving special education services will be assigned appropriate consequences so that the goals and objectives of the student's Individualized Education Program are capable of being met.

It is the responsibility of the superintendent, in conjunction with the principal, to develop administrative regulations regarding this policy. The administrative regulations will indicate the disciplinary action to be taken for truancy.

Legal Reference: Iowa Code §§ 294.4; 299 (2005).
281 I.A.C. 12.2(4).

Cross Reference: 206.3 Secretary
410.5 Truancy Officer
501 Student Attendance
503 Student Discipline
504 Student Activities
506 Student Records

Approved

Reviewed July 15, 2013

Revised

Item 6.2.1 Board of Directors Continuing Education: Employment Law with Attorney Mary Gannon and Employment Relations Director Steve Miller (7 pm)

BACKGROUND INFORMATION: Through Board of Director advice/direction, a 30 to 45 minute continuing education opportunity is provided this evening. Iowa Association of School Boards Staff Attorney Mary Gannon and Human Relations Director Steve Miller will update the Directors with important information concerning Iowa Code Chapter 279.

This presentation will refer to the IASB document entitled: **School Board's Role in Teacher Termination – a 1992 IASB Special Report** referencing the role of the school board in teacher contract termination hearings. The presenters will also want Directors to reference this document: **“Licensed Employee Contract Termination Procedures Manual”**.

SUGGESTED BOARD ACTION: (no formal action planned)

Item 6.2.2 Iowa Association of School Boards Legislative Review and Priorities

BACKGROUND INFORMATION: This evening the Directors should review the enclosed legislative priority documents as provided by the Iowa Association of School Boards. Soon, the IASB organization will develop a legislative priority package for consideration by the Delegate Assembly in November.

Board President Lee Fellers will guide the board through this prioritizing process this evening. Enclosed are documents for your review and preparation tonight.

From IASB:

2014 IASB Call for Legislative Resolutions

Now is the time to reflect on IASB legislative platform resolutions and priorities, which begins the next cycle of state public policy making.

From funding decisions to mandated activities, there are a great deal of decisions made in the Legislature that ultimately determines the capacity and resources of school boards to lead for equity and excellence for all Iowa students.

Please spend time at your May, June, July or early August board meetings discussing and voting on legislative resolutions for the 2014 session (due August 9). Each board is requested to:

- **Pick no more than five priorities or approve the priorities from the 2013 platform, and/or;**
- **Suggest amendments to existing resolutions or recommend new resolutions;**
- **Identify resolutions that should be removed from the platform if they are no longer relevant or critical.**

SUGGESTED BOARD ACTION: (to be determined)



Call for 2014 Legislative Action Priorities

What Your Board Needs to Do

Spend the May, June, or July (or first week of August) board meetings analyzing, discussing and voting on your top legislative priorities for next year. This should give all school boards at least two meetings to identify their priorities for the 2014 General Session by doing one or more of the following:

- Pick no more than five priorities or agree to move forward with the priorities from the 2013 platform, and/or;
- Suggest amendments to existing resolutions or recommend new resolutions;
- Identify resolutions that should be removed from the platform if they are no longer relevant or critical;

Return up to five of your top legislative priorities or general approval to IASB by August 9th via the Internet at https://docs.google.com/forms/d/15QObOZuF3FjphhP0RzfevroA_Pt8icrrrbSbPuRP4/viewform.

The Resolutions and Priorities Process

- The IASB Legislative Resolutions Committee (LRC), at its August meeting, will review the submitted resolutions, prioritize them and make recommendations to the IASB Board of Directors.
- The IASB Board of Directors, at its September meeting, will vote to approve or modify the LRC recommendations and forward the report to the Delegate Assembly.
- The IASB Delegate Assembly will meet in Des Moines on November 20th. The Delegate Assembly is the official body that establishes the IASB Legislative Priorities, Resolutions and Beliefs.

What is the Legislative Resolutions Committee?

The building of, and the strength of, the IASB legislative platform is based on member input. The Legislative Resolutions Committee is a 19 member committee comprised of K-12 board members, an AEA representative and an Iowa Community College Board of Trustees member. The IASB President-elect presides over the LRC. Members of the IASB Board of Directors appoint an LRC committee member from their director district. The IASB president makes five at-large appointments. The AEAs and Iowa Association of Community College Trustees each appoint one member. The LRC is a cross-section of school boards from across Iowa, big and small, urban and rural.

Thank you for adding your voices to the IASB legislative grassroots process!

Remember: IASB needs your top five resolutions by August 9th.

Please visit this link to obtain a copy of all supporting documents; <http://www.iasb.org/LegislativeAdvocacy.aspx?id=7342>.



2013 IASB Legislative Resolutions

STUDENT ACHIEVEMENT AND STUDENT EQUITY: The Iowa Association of School Boards:	Legislative Action 2013 Session
1. Supports preserving the integrity of the statewide penny sales tax for school infrastructure, including the tax equity provisions of buying down the highest additional levy rates to the state average.	Distribution of sales tax monies will be equalized beginning July 1, 2014 PETR fund receives guaranteed 2.1% of total collected sales and use tax generated by the additional penny
2. Supports full state funding to encourage local initiatives to fully comply with current professional development program requirements.	Continued funding of professional development
3. Supports continued progress in the development of rigorous content standards and benchmarks consistent with the Iowa Core focused on improving student achievement, including the following state actions: <ul style="list-style-type: none"> ▪ Provide and fund technical assistance to help school districts fully implement the Iowa Core. ▪ Develop or obtain high-quality summative and formative assessments, aligned to the skills students should know and be able to do to succeed globally and locally. ▪ Include and fund all the components of successful standards systems: assessments aligned to high expectations, improved and aligned instruction and quality professional development. 2013 IASB Legislative Action Priority 	\$1M in HF 604 Ed Approps \$1M in HF 648 Bond Repayment SUCCESS!!! Ed Reform, HF 215, has a task force to study a new statewide assessment to measure the full range and rigor of the Iowa Core with implementation beginning 16-17 school year. HF 215 as task force to develop new teacher evaluation to include student achievement
4. Supports adequate and on-time funding for English-language learner (ELL) students until the students reach proficiency.	SF 452, Standings, extends ELL funding from four years to five
5. Supports a funding mechanism for school districts' transportation costs that does not directly or indirectly impact funding for the educational program.	No change
6. Supports adequate funding to ensure all 4-year-olds have access to a high quality public school preschool program. We should continue to allow 4-year-olds to be included in the enrollment count if those programs can demonstrate meeting the collaboration and quality standards requirements of the statewide voluntary preschool program.	HF 215 includes language that clarifies that community providers may use funds for PD, instructional equipment, materials and other direct costs. Directs unused funds to be used to expand capacity in next school year
7. Supports continuation of sufficient incentives and assistance to encourage sharing, reorganization or regional high schools to expand academic learning opportunities for students and to improve student achievement. IASB supports expansion of sharing incentives to include special education, curriculum and other critical administrative positions. The incentives must be available to school districts regardless of the location of the sharing partner(s). 2013 IASB Legislative Action Priority	SUCCESS!! HF 472 expanded the sunset for operational sharing for five more years and broadened the category to include more positions. SF 452 added social workers to the list.
8. Supports legislation that increases the at-risk student weighting and includes drop-out prevention in the foundation formula.	No change
9. Supports revising the foundation formula to equalize per pupil funding regardless of the school district.	No change
10. IASB supports Iowa law giving local school boards authority to establish charter schools. Charter schools should not be established by any entity other than public school boards and, after approval of a charter school by a local school district, charter school plans and waivers must be approved by the State Board of Education and	No change



2013 IASB Legislative Resolutions

subject to all state accountability and reporting standards.	
11. Supports flexibility in the use of modified allowable growth for dropout prevention and the expansion of the definition of at-risk to also include low socio-economic status as a factor in determining a student's at-risk status.	No change
12. Supports reform of Iowa's K-12 education system that: <ul style="list-style-type: none"> ▪ Is research-based; ▪ Is focused on student achievement; ▪ Includes comprehensive assessments to measure the full range and rigor of the Iowa Core; ▪ Maintains oversight and control by locally elected boards of directors; ▪ Does not "repurpose" existing education funds; and ▪ Does not impose new mandates unless they are fully funded. 2013 IASB Legislative Action Priority	HF 215 Ed Reform: <ul style="list-style-type: none"> ♦ statewide assessments aligned to Core ♦ maintain oversight by local boards ♦ current funds not repurposed. ♦
13. Supports returning to three-year school board member terms with less than a majority of the school board elected in any one year.	No change
FINANCE The Iowa Association of School Boards	
14. Supports setting allowable growth at a rate that encourages continuous school improvement and reflects actual cost increases experienced by school districts and AEAs. Our financial priority is to increase and maintain the state cost per pupil and the spending authority associated with it to build a strong base for future education resources with full state funding of the state's share of the cost per pupil. 2013 IASB Legislative Action Priority	SUCCESS!! Two years of allowable growth were set! For FY 14, two percent of allowable growth plus two percent of full state funding; FY 15, four percent of allowable growth.
15. Supports a school foundation formula that adequately, and in a timely manner, funds changes in demographics, including declining and increasing enrollment challenges.	No change.
16. Supports greater flexibility in the use of the management levy for those services required by law including inspections and publication costs and legal and auditing services, including internal auditing services and staff.	No change.
17. Supports greater flexibility in allowing school districts to charge fees for non-curricular related costs.	No change.
18. Supports the continuation of programs currently funded by the early intervention block grant program with flexibility to use those funds for other K-3 literacy programs if approved by the school board.	SUCCESS!! Sunset was extended for five years, until 2018.
LOCAL CONTROL The Iowa Association of School Boards	
19. Supports legislation that provides greater flexibility for school districts to meet changing needs, become more efficient, protect natural resources and save public funds.	No change.
20. Supports the repeal of the mandatory school start date, while offering incentives to school districts to provide extended days and/or innovative calendars. School districts receiving these incentives will evaluate and determine the impact on student learning when establishing the start day for school. 2013 IASB Legislative Action Priority	No change in the start date but HF 215 includes an option for schools to choose between either 180 days or 1080 hours for the school year
21. Supports the use of physical plant and equipment levy (PPEL) funds for the maintenance and repair of transportation equipment that can be purchased or financed with PPEL funds.	No change.



2013 IASB Legislative Resolutions

TAXES	
The Iowa Association of School Boards	
22. Supports legislation allowing school bond issues to be passed by a simple majority vote and to permit the local school board to levy a combination of property taxes and income surtaxes to pay the indebtedness.	No change.
23. Supports sufficient state revenues to adequately fund public education as Iowa's number one priority. IASB opposes erosion of the existing tax base. IASB supports a full accounting every two years by state government of the costs of all exemptions, credits or deductions for the income tax, sales tax or property tax.	SF 295, commercial property tax relief may limit ability of state to provide sufficient allowable growth in the future
24. Supports Tax Increment Financing (TIF) limitation, reform and regulation. Reforms should limit the duration of all TIF districts, and mandate inclusion of the affected taxing bodies including school districts in discussions prior to the imposition of a TIF. TIFs are to be used for the sole purpose of stimulating development that would otherwise not occur. Expenditures from TIF revenues should not be used to pay for property tax rebates or other direct subsidies to private developers. In addition, IASB opposes residential TIFs that are not directly tied to job creation unless the impacted school districts approve.	No change.
25. Opposes a constitutional amendment or statewide voter referendum that would limit taxes, spending or local control impacting education.	No change.
26. Supports efforts to minimize property tax disparities that occur between school districts because of the additional levy rate in the school foundation formula.	HF 215 includes language that freezes the additional levy rate at the FY 2013 rate and has any property taxes generated by allowable growth in FY 14 and FY 15 paid for by the state
27. Opposes property tax restructuring unless it holds school districts harmless.	SF 295 holds districts harmless for two years because the state picks up the additional levy rate generated by FY 14 and FY 15 allowable growth rates. SF 295 provides funds to counties that will be available to districts to replace lost PPEL and PERL revenue
28. Opposes the imposition of franchise fees on school corporations. NEW	No change
PERSONNEL	
The Iowa Association of School Boards	
29. Supports giving school districts and AEAs the option to reduce staff to respond to reductions in funding or to comply with an arbitrator's award. School districts and AEAs should not be required to use the teacher contract termination procedures in <i>Iowa Code</i> section 279.13 for such staff reductions.	No change.
30. Supports providing school districts with incentives and the flexibility to pay market competitive wages for shortage area positions, especially in the areas required to meet graduation and Iowa Core mandates.	HF 215 provides \$10 million for incentives to teachers who teach core subjects in high-need schools



2013 IASB Legislative Resolutions

<p>31. Opposes changes to labor and employment laws unless they:</p> <ul style="list-style-type: none"> ▪ Include adequate resources provided by the state without a shift from other education resources or significant burden on property taxpayers. ▪ Balance the rights of the employees with the rights of management with scales tipped in favor of student achievement and student safety. 	No change.
<p>32. Support a requirement that arbitrators prior to any imposition of an award against a school district, AEA or community college, first consider local conditions and ability to pay. After the arbitrator determines the school district, AEA or community college has the ability to pay, the arbitrator should then consider comparability based upon similar size and geographic region.</p>	No change.
<p>33. Supports a change in state law that allows school districts to enroll their employees in the state's health, dental and life/long-term disability insurance pools.</p>	No change.
<p>UNFUNDED MANDATES The Iowa Association of School Boards:</p>	
<p>34. Supports predictable and timely state funding to serve students receiving special education services at a level that reflects the actual cost, including educational programming and health care costs.</p>	No change.
<p>35. Supports the federal commitment to fund 40 percent of the cost of educating students receiving special education services, and requests that the federal government fulfill that commitment by increasing funding a minimum of 8 percent per year until the 40 percent figure is achieved.</p>	No change.
<p>36. Opposes and seeks to repeal unfunded mandates.</p>	<p>No mandates repealed</p> <p>Mandatory background checks for all employees every five years at school district cost</p>
<p>37. Supports legislation requiring any new mandate have corresponding funding sufficient to implement the new mandate.</p>	<p>Districts can opt out of teacher pathways if insufficient funding or other financial impediments</p>



2013 IASB Legislative Resolutions

<p>AREA EDUCATION AGENCIES: Acknowledges the AEAs legislative platform, including:</p>	
<ul style="list-style-type: none"> ▪ Supports additional resources to AEAs and school districts for curriculum development, student assessment analysis, in-service training, professional development and technology assistance; ▪ Supports legislation allowing students in accredited nonpublic schools to be counted for special education services, allowing them full access to services; ▪ Supports fully funding the AEA budget as provided by the school growth factor; ▪ Supports creation of a separate funding mechanism for the operation and maintenance of AEA facilities; ▪ Supports an increase in funding for early childhood efforts. 	
<p>COMMUNITY COLLEGES: Acknowledges the community college legislative platform, including:</p>	
<ul style="list-style-type: none"> ▪ Supports funding State General Aid (SGA) at \$186 million which reflects the calculation under the formula adopted by the State Board of Education a base of \$178 million; ▪ Supports a state commitment of \$11 million for skilled worker training through the Workforce Training and Economic Development Fund; ▪ Supports a state commitment of \$5 million to maintain and build capacity for skilled worker training, through Remedial Education, Developmental Education and Adult Literacy Programs; ▪ Supports the expansion of the Career Academy Pilot using K12 Physical Plant and Equipment Levy (PPEL) funds to expand and grow Career Academies for K12 students across Iowa; and ▪ Supports the 15 Community College Boards' local governance flexibility to access local tax support in its discretion to meet the needs of local workforce training and their local communities 	
<p>URBAN EDUCATION NETWORK Acknowledges the UENs legislative platform, including:</p>	
<ul style="list-style-type: none"> ▪ Educational Transformation including: <ul style="list-style-type: none"> ○ Urgency ○ Meaningful Assessment ○ Literacy ○ Innovation ○ New concepts of delivery ○ Educational Instructional Staff ○ Administrative Leadership ○ Improving recruiting and hiring practices ○ World class models ▪ Adequate and Equitable funding ▪ 21st Century Funding System 	

Item 6.2.3 Personnel Considerations: Fulltime Substitute Teacher and

Paraprofessional Vacancies

BACKGROUND INFORMATION: This evening Terry will provide information and recommendation for certain vacancies in the school district:

- Full time substitute teacher
- Paraeducator for the Kaleidoscope Pre-School Program
- Paraeducator for the District In-School Suspension Program
- Paraeducator for the special education department

SUGGESTED BOARD ACTION: (to be determined)

Item 6.2.4 Instruction Support Levy

BACKGROUND INFORMATION: School Business Manager Shirley Maxwell has provided information concerning a public hearing for the continuation of the Instruction Support Levy.

Instructional Support Program

A school district may establish an Instructional Support Program to provide additional funding in the General Fund. The Program may be established by a board resolution up to five years or approved by the voters up to 10 years. The Program may be funded by all property tax or a combination of property tax and income surtax. The total Program may not exceed 10% of the district's regular program district cost. The revenues from the Instructional Support Program may be expended for any purpose allowed from the General Fund, but may not be used to supplant funding authorized to be received for returning dropout and dropout prevention programs, gifted and talented programs, PPEL levy, Management levy, or special education deficits. Iowa Code section 257.18.

The current Instructional Support Levy has been in effect for several years and currently is calculated at 5% of the available general fund budget for the 2013-2014 school year. The income from the current levy supports professional employees, support staff employees, technology, and numerous instructional resources for the classrooms. The extension and possible increase of the Instructional Support Levy would continue to create a more fiscally sound program for the operations of the Red Oak Community School District. Below presents information on money generated from the Instructional Support Levy.

	Property Tax	Income Surtax	State Aid	Total
Year 10-11:	\$11,668	\$525,047	\$23,906	\$560,621
Year 11-12:	\$41,615	\$501,302		\$542,917
Year 12-13	\$26,370	\$506,089		\$532,459
Year 13-14	\$234,974	\$306,480		\$541,454

Suggested Ballot Language: Needs to be reviewed by legal Counsel.

The Board of Directors of the Red Oak Community School District in the Counties of Montgomery, Page and Pottawattamie, State of Iowa, authorized for a period of five years commencing with the 2014-15 budget year, to levy and impose an instructional support tax in an amount (after taking into consideration instructional support state aid) not to exceed ten (10) percent of the total of regular program district cost for the budget year and monies received under Section 257.14 as a budget adjustment for the budget year, and be authorized annually, as determined by the board, to levy a combination of an instructional support property tax upon all the taxable property within the school district, commencing with the levy for collection in the fiscal year ending June 30, 2014,

Item 6.2.4 – continued

and to impose an instructional support income surtax upon the state individual income tax of each individual income taxpayer resident in the school district on December 31 for each calendar year commencing with calendar year 2013, or each year thereafter, (the percent of income surtax not to exceed twenty percent (20%) to be determined by the board for each fiscal year) to be used for any general fund purpose?

Directors need to set a date for publication of a public hearing and then set a date and time for the public hearing. (publication must be at least 10 and no more than 20 days)

SUGGESTED BOARD ACTION: (to be determined)

Item 6.2.5 Facilities Improvement Strategies, Planning, and Financing

BACKGROUND INFORMATION: This evening President Lee Fellers will begin the discussion of continued work for the improvement of district facilities and the professionals who will help guide the process. The Directors have accomplished much with the pre-planning process:

- ★ Contracted with Estes Construction and BLDD Architects to evaluate all district facilities
- ★ Developed an array of options for district focus for facility improvements
- ★ Conducted several community engagement meetings to share ideas and listen
- ★ Complete a detailed work session to better understand the limitations and options for financing facility improvements

This evening, Lee will want guidance on these topics:

- Are the Directors ready to move forward with prioritizing project and methods of financing?
- What timeline would be most suitable for the Directors, Staff, and Community?
- Is the Board ready to consider contracting with professional firms such as Estes Construction and BLDD Architects to guide the process – whatever that process may be?
- What are some major planning decisions the Directors would want considered?

SUGGESTED BOARD ACTION: (to be determined)

Item 6.2.6 Red Oak Iowa Assessments – Adequate Yearly Progress Report

BACKGROUND INFORMATION: This evening please welcome Curriculum & Instruction Director Barb Sims. She will present the overview from the recently released results of the Iowa Assessments and implications for making or not making the designation for Adequate Yearly Progress.

The Directors have received this information in advance for review and study. Enclosed is that information.

Please allow Barb to make her report and then receive questions and comments that can be addressed to her and other school administrators in attendance.

SUGGESTED BOARD ACTION: (no formal action anticipated)

Adequate Yearly Progress

AYP made easy– by Barbara Sims, Director of Curriculum and Instruction

Vocabulary and Acronyms:

- Confidence interval = means our score was in a buffer zone or range that was close to the goal. These are figured mathematically, and are called biennium or triennium depending on how many years we have hit the goal in that way. If we miss the goal after using this method, we skip the watch list and go straight to School In Need of Assistance year one (SINA-1).
- Growth = means our score did not meet our goal, but we moved a number of students from one lane to another – which proves they grew.
- Safe Harbor = means we did not make our goal and did not make a confidence interval, but we did move 10% or more of our students from non-proficient to proficient.
- REM = removed from the list
- Watch = the first year of not making our goal
- SINA = school in need of assistance – the number is the number of years a school has been identified

Who has to meet the goals?

1. 3rd Grade
2. 3rd through 5th grades combined (district data)
3. 4th – 5th grades combined
4. 6th – 8th grades combined
5. 11th grade

How is reporting grouped or split?

In the above groupings, if there are more than 30 students in a grade level or 40 students in a grouping, we have to meet the trajectory goals. The areas they look for are:

- All students
- Low SES (socio-economic status or free and/or reduced lunch qualifiers)
- ELL (English Language Learners)
- African American
- Asian
- Hispanic
- Native American
- White
- Multi-racial

Percent Proficient Goals for 2012-2013 were:

	G3	G4	G5	G6	G7	G8	G11
Reading:	87.1	88	88.2	84.8	85.8	86.7	89.7
Math	87	87.3	88.3	86.4	86	86	89.7

Adequate Yearly Progress Report (AYP)

BARBARA SIMS – AUGUST 2013



Inman Primary - Reading

SubGroup	2012-2013 Participation Display		2012-2013 Assessment Display	
	Number Tested / Enrolled = % Tested	Participation Status	#Prof + Additional Meeting Growth / FAY = %Prof + Growth	Assessment Status
ALL Students	82 / 83 = 98.80	Met AYP Goal	(53+0) / 75 = 70.67	Missed AYP
Low SES	48 / 49 = 97.96	Met AYP Goal	(26+0) / 45 = 57.78	Met AYP - Safe Harbor
Spec Ed.(IEP)	3 / 4 = NA	Enrolled on Test Date < 40	(0+0) / 3 = NA	Calculated Total Tested < 30
ELL	4 / 4 = NA	Enrolled on Test Date < 40	(2+0) / 4 = NA	Calculated Total Tested < 30
Hispanic	9 / 9 = NA	Enrolled on Test Date < 40	(5+0) / 9 = NA	Calculated Total Tested < 30
White	71 / 72 = 98.61	Met AYP Goal	(47+0) / 64 = 73.44	Missed AYP
Multi-Racial	2 / 2 = NA	Enrolled on Test Date < 40	(1+0) / 2 = NA	Calculated Total Tested < 30

Inman Primary - Math

SubGroup	2012-2013 Participation Display		2012-2013 Assessment Display	
	Number Tested / Enrolled = % Tested	Participation Status	#Prof + Additional Meeting Growth / FAY = %Prof + Growth	Assessment Status
ALL Students	82 / 83 = 98.80	Met AYP Goal	(59+0) / 75 = 78.67	Met AYP - Safe Harbor
Low SES	48 / 49 = 97.96	Met AYP Goal	(36+0) / 45 = 80.00	Met AYP - Safe Harbor
Spec Ed.(IEP)	3 / 4 = NA	Enrolled on Test Date < 40	(0+0) / 3 = NA	Calculated Total Tested < 30
ELL	4 / 4 = NA	Enrolled on Test Date < 40	(4+0) / 4 = NA	Calculated Total Tested < 30
Hispanic	9 / 9 = NA	Enrolled on Test Date < 40	(7+0) / 9 = NA	Calculated Total Tested < 30
White	71 / 72 = 98.61	Met AYP Goal	(52+0) / 64 = 81.25	Met AYP - Safe Harbor
Multi-Racial	2 / 2 = NA	Enrolled on Test Date < 40	(0+0) / 2 = NA	Calculated Total Tested < 30

Washington Intermediate - Reading

SubGroup	2012-2013 Participation Display		2012-2013 Assessment Display	
	Number Tested / Enrolled = % Tested	Participation Status	#Prof + Additional Meeting Growth / FAY = %Prof + Growth	Assessment Status
ALL Students	169 / 170 = 99.41	Met AYP Goal	(116+5) / 154 = 78.57	Met AYP - Safe Harbor
Low SES	102 / 103 = 99.03	Met AYP Goal	(59+4) / 90 = 70.00	Met AYP - Safe Harbor
Spec Ed.(IEP)	15 / 15 = NA	Enrolled on Test Date < 40	(8+2) / 13 = NA	Calculated Total Tested < 30
ELL	9 / 9 = NA	Enrolled on Test Date < 40	(4+1) / 8 = NA	Calculated Total Tested < 30
African American	3 / 3 = NA	Enrolled on Test Date < 40	(1+0) / 2 = NA	Calculated Total Tested < 30
Asian	1 / 1 = NA	Enrolled on Test Date < 40	(1+0) / 1 = NA	Calculated Total Tested < 30
Hispanic	17 / 17 = NA	Enrolled on Test Date < 40	(7+2) / 14 = NA	Calculated Total Tested < 30
White	144 / 145 = 99.31	Met AYP Goal	(105+3) / 133 = 81.20	Met AYP - Safe Harbor
Multi-Racial	4 / 4 = NA	Enrolled on Test Date < 40	(2+0) / 4 = NA	Calculated Total Tested < 30

Washington Intermediate - Math

SubGroup	2012-2013 Participation Display		2012-2013 Assessment Display	
	Number Tested / Enrolled = % Tested	Participation Status	#Prof + Additional Meeting Growth / FAY = %Prof + Growth	Assessment Status
ALL Students	169 / 170 = 99.41	Met AYP Goal	(131+6) / 154 = 88.96	Met AYP - Safe Harbor
Low SES	102 / 103 = 99.03	Met AYP Goal	(71+6) / 90 = 85.56	Met AYP - Safe Harbor
Spec Ed.(IEP)	15 / 15 = NA	Enrolled on Test Date < 40	(8+2) / 13 = NA	Calculated Total Tested < 30
ELL	9 / 9 = NA	Enrolled on Test Date < 40	(7+1) / 8 = NA	Calculated Total Tested < 30
African American	3 / 3 = NA	Enrolled on Test Date < 40	(2+0) / 2 = NA	Calculated Total Tested < 30
Asian	1 / 1 = NA	Enrolled on Test Date < 40	(1+0) / 1 = NA	Calculated Total Tested < 30
Hispanic	17 / 17 = NA	Enrolled on Test Date < 40	(11+1) / 14 = NA	Calculated Total Tested < 30
White	144 / 145 = 99.31	Met AYP Goal	(115+5) / 133 = 90.23	Met AYP - Safe Harbor
Multi-Racial	4 / 4 = NA	Enrolled on Test Date < 40	(2+0) / 4 = NA	Calculated Total Tested < 30

Red Oak Middle School - Reading

SubGroup	2012-2013 Participation Display		2012-2013 Assessment Display	
	Number Tested / Enrolled = % Tested	Participation Status	#Prof + Additional Meeting Growth / FAY = %Prof + Growth	Assessment Status
ALL Students	264 / 267 = 98.88	Met AYP Goal	(134+1) / 242 = 55.79	Missed AYP
Low SES	158 / 161 = 98.14	Met AYP Goal	(68+0) / 144 = 47.22	Missed AYP
Spec Ed.(IEP)	43 / 45 = 95.56	Met AYP Goal	(6+1) / 38 = 18.42	Missed AYP
ELL	7 / 7 = NA	Enrolled on Test Date < 40	(0+0) / 7 = NA	Calculated Total Tested < 30
Asian	3 / 3 = NA	Enrolled on Test Date < 40	(2+0) / 3 = NA	Calculated Total Tested < 30
Hispanic	23 / 23 = NA	Enrolled on Test Date < 40	(6+0) / 22 = NA	Calculated Total Tested < 30
Native American	1 / 1 = NA	Enrolled on Test Date < 40	(1+0) / 1 = NA	Calculated Total Tested < 30
White	233 / 236 = 98.73	Met AYP Goal	(123+1) / 212 = 58.49	Missed AYP
Multi-Racial	4 / 4 = NA	Enrolled on Test Date < 40	(2+0) / 4 = NA	Calculated Total Tested < 30

Red Oak Middle School - Math

SubGroup	2012-2013 Participation Display		2012-2013 Assessment Display	
	Number Tested / Enrolled = % Tested	Participation Status	#Prof + Additional Meeting Growth / FAY = %Prof + Growth	Assessment Status
ALL Students	267 / 270 = 98.89	Met AYP Goal	(171+0) / 242 = 70.66	Met AYP - Safe Harbor
Low SES	161 / 164 = 98.17	Met AYP Goal	(84+0) / 144 = 58.33	Missed AYP
Spec Ed.(IEP)	43 / 45 = 95.56	Met AYP Goal	(11+0) / 38 = 28.95	Missed AYP
ELL	10 / 10 = NA	Enrolled on Test Date < 40	(4+0) / 7 = NA	Calculated Total Tested < 30
Asian	3 / 3 = NA	Enrolled on Test Date < 40	(2+0) / 3 = NA	Calculated Total Tested < 30
Hispanic	26 / 26 = NA	Enrolled on Test Date < 40	(12+0) / 22 = NA	Calculated Total Tested < 30
Native American	1 / 1 = NA	Enrolled on Test Date < 40	(1+0) / 1 = NA	Calculated Total Tested < 30
White	233 / 236 = 98.73	Met AYP Goal	(152+0) / 212 = 71.70	Met AYP - Safe Harbor
Multi-Racial	4 / 4 = NA	Enrolled on Test Date < 40	(4+0) / 4 = NA	Calculated Total Tested < 30

Red Oak High School - Reading

SubGroup	2012-2013 Participation Display		2012-2013 Assessment Display	
	Number Tested / Enrolled = % Tested	Participation Status	#Prof + Additional Meeting Growth / FAY = %Prof + Growth	Assessment Status
ALL Students	87 / 88 = 98.86	Met AYP Goal	(73+0) / 83 = 87.95	Met AYP - Biennium
Low SES	33 / 34 = NA	Enrolled on Test Date < 40	(27+0) / 30 = 90.00	Met AYP Goal
Spec Ed.(IEP)	9 / 9 = NA	Enrolled on Test Date < 40	(4+0) / 8 = NA	Calculated Total Tested < 30
African American	1 / 1 = NA	Enrolled on Test Date < 40	(1+0) / 1 = NA	Calculated Total Tested < 30
Hispanic	6 / 6 = NA	Enrolled on Test Date < 40	(6+0) / 6 = NA	Calculated Total Tested < 30
Native American	1 / 1 = NA	Enrolled on Test Date < 40	(1+0) / 1 = NA	Calculated Total Tested < 30
White	79 / 80 = 98.75	Met AYP Goal	(65+0) / 75 = 86.67	Met AYP - Biennium

Red Oak High School - Math

SubGroup	2012-2013 Participation Display		2012-2013 Assessment Display	
	Number Tested / Enrolled = % Tested	Participation Status	#Prof + Additional Meeting Growth / FAY = %Prof + Growth	Assessment Status
ALL Students	88 / 89 = 98.88	Met AYP Goal	(69+0) / 83 = 83.13	Met AYP - Safe Harbor
Low SES	34 / 35 = NA	Enrolled on Test Date < 40	(24+0) / 30 = 80.00	Met AYP - Safe Harbor
Spec Ed.(IEP)	9 / 9 = NA	Enrolled on Test Date < 40	(4+0) / 8 = NA	Calculated Total Tested < 30
ELL	1 / 1 = NA	Enrolled on Test Date < 40	(0+0) / 0 = NA	Calculated Total Tested < 30
African American	1 / 1 = NA	Enrolled on Test Date < 40	(1+0) / 1 = NA	Calculated Total Tested < 30
Hispanic	7 / 7 = NA	Enrolled on Test Date < 40	(6+0) / 6 = NA	Calculated Total Tested < 30
Native American	1 / 1 = NA	Enrolled on Test Date < 40	(1+0) / 1 = NA	Calculated Total Tested < 30
White	79 / 80 = 98.75	Met AYP Goal	(61+0) / 75 = 81.33	Missed AYP

Decisions:

School	Reading			Math			Other Academic Indicators
	Participation		Assessment	Participation		Assessment	
Red Oak Comm School District (0000)	Met AYP Goal	View	Met AYP - Safe Harbor	Met AYP Goal	View	Met AYP - Safe Harbor	Met AYP Goal
Red Oak High School (0109)	Met AYP Goal	View	Met AYP - Biennium	Met AYP Goal	View	Missed AYP	Met AYP Goal
Red Oak Middle School (0209)	Met AYP Goal	View	Missed AYP	Met AYP Goal	View	Missed AYP	Met AYP Goal
Inman Primary School (0418)	Met AYP Goal	View	Missed AYP	Met AYP Goal	View	Met AYP - Safe Harbor	Met AYP Goal
Washington Intermediate School (0445)	Met AYP Goal	View	Met AYP - Safe Harbor	Met AYP Goal	View	Met AYP - Safe Harbor	Met AYP Goal

Adequate Yearly Progress

2011-2012 School Year

Red Oak School District	Participation Rate	Annual Measurable Objective (AMO)
Reading	MET	MET
Mathematics	MET	MET

Other Academic Indicator: MET

Red Oak High School	Participation Rate	Annual Measurable Objective (AMO)
Reading	MET	MET
Mathematics	MET (Biennium)	Missed - Watch

Other Academic Indicator: MET

RO Middle School	Participation Rate	Annual Measurable Objective (AMO)
Reading	MET	Missed -SINA -3
Mathematics	MET	Missed - SINA 3

Other Academic Indicator: MET

Washington Intermediate	Participation Rate	Annual Measurable Objective (AMO)
Reading	MET	Missed - SINA 2
Mathematics	MET	MET Safe Harbor

Other Academic Indicator: MET

Inman Primary	Participation Rate	Annual Measurable Objective (AMO)
Reading	MET	Missed - Watch
Mathematics	MET	Missed - Watch

Other Academic Indicator: MET



Item 7.0 Reports

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

7.1 Administrative Reports

Two end of the year (2012 – 2013) reports are available for the Board's review this evening. Included within this packet are a report from Principal Nate Perrien of Red Oak Middle and a report from Principal Jedd Sherman for Red Oak High. The Directors may choose to seek additional information as needed and the Directors could provide a few minutes for each principal's comments.

7.2 Future Conferences, Workshops, Seminars

Conferences and/or meetings on the calendar:

The Iowa Association of School Boards announces its annual conference:

68th Annual IASB Convention
Nov. 20-21, 2013

Dates

Pre-Convention and Delegate Assembly: Wednesday, November 20
Convention: Thursday, November 21

Location

Iowa Events Center
730 3rd Street
Des Moines, Iowa

Hotel Information

Hotel information is available now. Refer to the [Lodging page](#) for more information.

Exhibitors and Sponsors

Trade show and sponsorship materials are available now. Please review our [Exhibitors and Sponsors page](#) for details.

Presenters

Interested in presenting at Convention? Our [Call for Networking Roundtable Discussion Proposals](#) **REMAINS OPEN!** Education sessions proposals are no longer being accepted.

Other:

Red Oak CSD is also a member of the [Iowa School Finance Information Services](#) located in Des Moines. Numerous continuing education activities are sponsored by this organization and are available for attendance.

Item 7.2 – continued

As they are scheduled, let the business manager or superintendent know if you would like to attend.

ISFIS Fall Workshop: School Finance - State and Local Implications

All meetings will run from 6:30PM-8:30PM. Light refreshments will be served. Cost: \$150 for ISFIS Subscribers; \$200 for Non-Subscribers. Bring the whole board - price is not dependent on number of attendees. Each meeting will run from 6:30PM-8:30PM.

9/11/13 - Lewis Central CSD - Board Room at the ERC, 4121 Harry Langdon Blvd.

7.3 Other Announcements – to be determined



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

Memorandum

To: ROCSD Board of Directors
Re: ROMS End of Year Summative Report
Date: June 6, 2013

The middle school has again continued to move in a direction of excellence. The following is a summary of major changes that have occurred this past school year. Our goal is to be the school of choice in Southwest Iowa. – Mr. Perrien

1) Technology Changes/Challenges:

With the 1:1 initiative a reality this past school year, we learned a lot about ourselves and our students in relation to learning in the presence of a computer:

- ✓ The adolescent mind has a hard time controlling negative impulses (gaming & chatting while in school)
- ✓ Managing a class with a computer IS different and for some, requires the right tools to teach effectively while using technology (wireless tablets)
- ✓ The amounts of Web 2.0 tools available to students are endless! It will take time for our staff to evolve into a true technological education community.
- ✓ Use of technology in the classroom on a routine basis will be a focal point this year. (Tier II on Technology Walk Through Form)

2) Professional Learning Community - Wednesdays:

The Middle School Building Leadership Team determined in a planning session over the summer of 2012 that we needed to protect the collaborative time of staff on early out Wednesdays. Our typical meeting schedule was based upon the following model:

- ✓ Each Wednesday was a CTP (Content Team Protocol) Day- Protocol to follow is attached to this report.
- ✓ Every other Wednesday AM @ 7:15 we had our staff meetings/Professional Development. The beginning of the school year we worked primarily on the 1:1 initiative and transitioned to the PBIS model (this will be referenced later in report).
- ✓ Thanks to the CTP, discussions and processes on effective collaboration is well underway. Staff still needs a more concrete guide to meeting direction and facilitation. A step by step protocol (similar to the process Inman Primary uses) will be implemented for the 2013-2014 school year and will also follow state mandated Response to Intervention guidelines. I have asked Mr. Sherman to work with me on

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

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

scheduling Wednesday alignment so our fine arts and elective teachers have the ability to work collaboratively as a team vs. individuals.

3) Curriculum Mapper:

After select staff was trained in the curriculum mapper program, we rolled out the program to all ROMS staff members. Here are some highlights of the outcomes of these trainings:

- ✓ All staff completed one unit within the lesson planner portion of the curriculum mapper program.
- ✓ All staff lessons were peer reviewed for the correct outline format and wording within the program. For future usage of the program and curricular needs it is important lessons are entered correctly.
- ✓ Staff is aware they will be using the program to plan lessons for the 2013-2014 school year.
- ✓ This program will also be the centerpiece of future team collaboration meetings!

4) Middle School Behavior Disorders Classroom Student Success:

I normally do not single out individual departments or groups of people in board reports; however, this positive note is definitely worthy of praise.

ALL students were integrated into the general education classes by the end of the 2012-2013 school year. In fact, Mrs. Shankle only had two students who did not spend more than fifty percent of their day in the general education setting.

How important is this? Last year, 5 of the exact same students remained in the behavior disorders classroom for over eighty percent of the day. I thank Mrs. Shankle and the program support staff: John Allison, Ingrid Perkins and Robin Smith for the strides they have made with their students.

5) Ignition of Major Initiatives:

Olweus Bullying & Prevention Program

- ✓ ROMS leadership team met with Deb Zebill the AEA's SWI OBPP trainer on a realistic timeline of implementation of the program.
- ✓ We will not be able to start the staff education portion of the program until January 2014 at the earliest.

Content Team Protocols → Collaborative Protocols

- ✓ As mentioned earlier I will be requiring a more prescriptive and documentable approach to our collaborative early out Wednesdays. The new model is currently under construction and will be similar to Inman Primary's protocol.

Character Counts

- ✓ District administration is currently investigating how to implement this program district wide. When initially proposed, Mrs. Zarkos was hoping we would at least adopt its ideals and principals K-12, however the administrative team feels it should be fully implemented in grades K-12 to develop better character amongst our students, staff and community.
- ✓ C.C. is something that can be easily infused with OBPP. Again, how this looks needs to be discussed by each building leadership team and the administrative team.

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

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

- ✓ Implementation and timing is still TBD.

6) Student Assistance Team:

With the infamous budget cuts of 2010 the middle school lost a very important part of the RTI model. The Student Assistance Team or SAT, has since been a hodgepodge of teachers meeting when they could and Mrs. Zarkos scrambling to collect data. Starting next year, we will have a full functioning SAT team which will meet during our Pride time for Data collection, review and discussion on specific student concerns and needs. We are looking forward to this process for next year.

7) Transition from BLT mindset to a PBIS mindset:

On March 6th & 7th three staff members and myself attended a Positive Behavior Interventions & Supports training in Des Moines, hoping for a new direction in our school wide disciplinary approach and guidance/training in implementing it with staff.

During our work sessions we had a collective epiphany regarding simplicity. We decided to simplify our staff meetings and focus on one item and a time, collecting data, researching positive alternatives from our negative outcomes, educating staff on procedural or routine changes and then implementing it with our students.

We really were trying to do too many things at one time when it came to staff meetings and professional development. You will now hear many of us call our lead team our PBIS team vs. the old Building Leadership Team (or BLT). Unless it is an administrative request or a technical training/initiative (Infinite Campus, Curriculum Mapper, Schoology, etc.) we will spend our AM meeting time working within the PBIS framework.

Our first researched Support for positive behavior was something simple as the workshop suggested – Tardies to Class – *Here are our outcomes:*

- ✓ Tardies were not being recorded in Infinite Campus consistently by staff. Prior to April 5th, ROMS averaged 7.26 tardy students to class each day.
- ✓ After stressing its importance (for obvious reasons) the average tardies per day were 19.6
- ✓ Implemented a common disciplinary approach for students with excessive tardies. Communicated and in effect the 2013-2014 school year. This continuum as been approved in the 13-14 handbook and is as follows:

- o **Tardies to class:**

Students will be marked tardy if they are late getting to class and/or not on task when the bell rings.

- o **Continuum of Consequences or Interventions (per semester):**

1-2 Tardies = No Consequences

3+ = 30 minute detention

6= Conference with Counselor

9= Conference with Principal

12= Referred to SAT team for behavioral review

- ✓ PBIS team will continue work on the positive supports on the policy in the 2013-2014 school year.

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

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

8) Iowa Assessment Data:

This is like a building's "final" grade. Tests are taken, and results are posted for everyone to see. Whereas there is still a ton of room for growth, I would like to point out the student to student comparative data below as indicated by common coloring. On average our grade level teachers *averaged* 6-7 more students (depends on number of students in a given grade level) proficient at each grade level in ALL subjects.

	Reading		Math		Science	
	11-12	12-13	11-12	12-13	11-12	12-13
6 th	44	46	66	62	66	65
7 th	50	56	67	72	67	79
8 th	64	56	68	69	73	78
9 th		80		74		79

Over the course of their 3 years at the middle school from testing in the Fall of 7th grade to Fall of 9th grade (fall testing shows previous year's growth 6-8th) there are a total of 54-63 more students proficient in the three core subject areas.

Obviously, our biggest problem is the transitional dip from 5th to 6th grade (this dip is by far the largest in the district). We are beginning to address that through full time Title 1 support services in the 6th grade as well as a transition summer school for incoming 6th grade students who need additional academic supports.

9) Quiz:

All of the following acronyms are initiatives, teams or programs that were mentioned in the ROMS end of the year report. All are currently operating or in the process of implementation. Can you name them all? Good Luck!

1. CTP
2. C.C.
3. PBIS
4. PLC
5. SAT
6. RTI
7. OBPP
8. CM
9. BLT
10. 1:1

If you have any questions please do not hesitate to ask.

Thanks, Mr. Perrien

Students will have an equal opportunity for a quality education without discrimination, regardless of their race, religion, socioeconomic status, color, sex, marital status, national origin, creed, sexual orientation, gender identity or disability. The education program is free of discrimination and provides equal opportunity for the students. The education program will foster knowledge of and respect and appreciation for the historical and contemporary contributions of diverse cultural groups, as well as men and women, to society. Special emphasis is placed on Asian-Americans, African-Americans, Hispanic-Americans and persons with disabilities. It will also reflect the wide variety of roles open to both men and women and provide equal opportunity to both sexes.

66

Red Oak High School (2012-13) End of the Year Report

Principal Jedd Sherman focused on the five main goals found in the Comprehensive School Improvement Plan found on the DE website and required by the DE for all districts. This plan is also used to provide a focal point for the Iowa Administrator Professional Development Plan

Goal 1: All K-12 students will achieve at high levels in reading comprehension and be prepared for success in the 21st Century.

This year Red Oak High School students had the highest levels of proficiency in reading comprehension throughout the district as noted by information from the district curriculum director.

Reading 2012-13

	Low	Intermediate	High
1st Grade	0%	0%	0%
2nd Grade	15%	69%	16%
3rd Grade	30%	61%	9%
4th Grade	27%	58%	15%
5th Grade	29%	64%	7%
6th Grade	54%	38%	8%
7th Grade	44%	50%	6%
8th Grade	44%	46%	10%
9th Grade	20%	70%	10%
10th Grade	13%	76%	11%
11th Grade	14%	80%	6%
12th Grade			

Goal 2: All K-12 students will achieve at high levels in mathematics and be prepared for success in the 21st Century.

This year Red Oak High School students had the highest levels of proficiency in mathematics throughout the district as noted by information from the district curriculum director.

Math

	Low	Intermediate	High
K			
1st Grade	0%	0%	0%
2nd Grade	21%	66%	13%
3rd Grade	22%	60%	18%
4th Grade	13%	56%	31%
5th Grade	19%	48%	33%
6th Grade	38%	41%	21%
7th Grade	28%	60%	12%
8th Grade	31%	58%	11%
9th Grade	26%	65%	9%
10th Grade	17%	74%	9%
11th Grade	19%	73%	8%
12th Grade			

Goal 3: All K-12 students will achieve at high levels in science, and be prepared for success in the 21st Century.

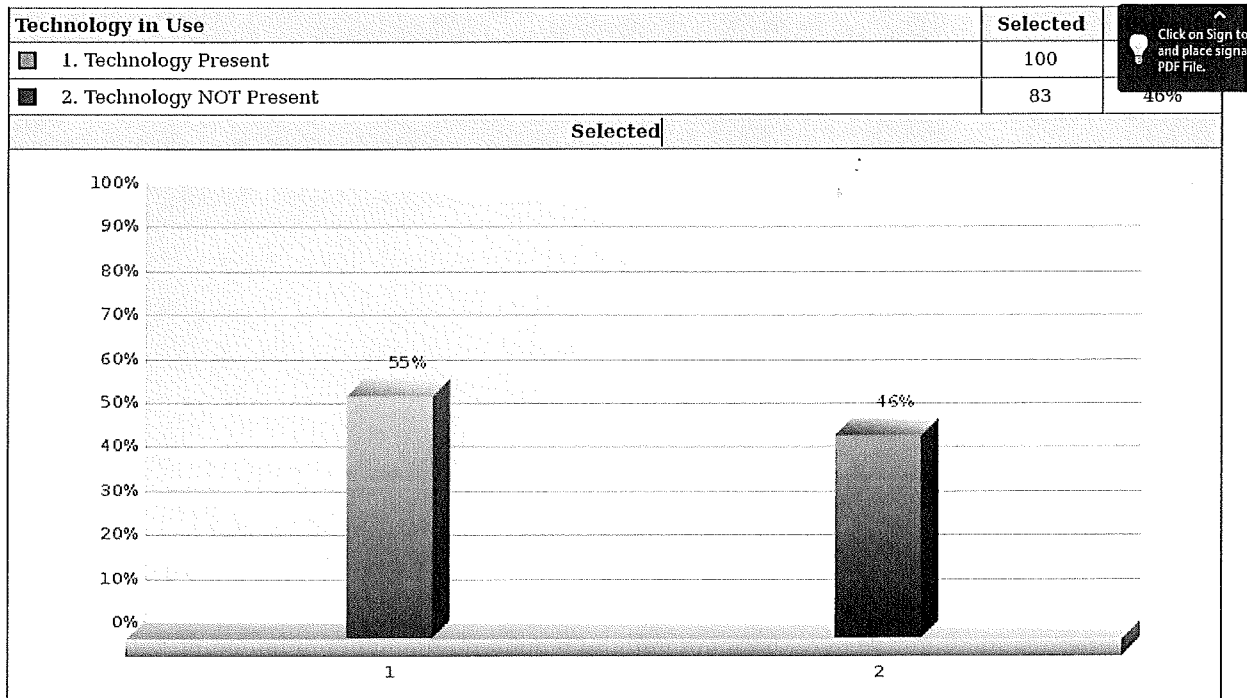
This year Red Oak High School students had the highest levels of proficiency in science throughout the district as noted by information from the district curriculum director.

Science

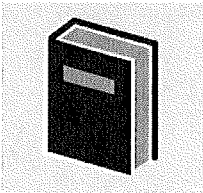
	Low	Intermediate	High
1st Grade			
2nd Grade	33%	57%	10%
3rd Grade	11%	73%	16%
4th Grade	22%	61%	17%
5th Grade	19%	57%	24%
6th Grade	35%	53%	12%
7th Grade	21%	63%	16%
8th Grade	22%	60%	18%
9th Grade	21%	60%	19%
10th Grade	11%	71%	18%
11th Grade	13%	77%	10%

Goal 4: Student engagement will increase through the use of integrated technology in all core classes, prepared for success in the 21st Century.

This year the high school implemented a one-to-one laptop program. According to the walk through data, the building has begun to use technology more consistently than in the past. High school administration has collected good baseline data that will help create a better walk through assessment for the 2013-14 school year.



Schoology, the learning platform for one-to-one learning, was used by many of the teachers as their skills with this program developed through the course of the school year. Mr. Sherman modeled the use of it by requiring all teachers to utilize it during professional development activities. See samples that follow:



Course Options

Materials

Updates

Gradebook

Attendance

Members

Analytics

Workload Planning

Access Code

9QHGS-NRPM2

Reset

Information

Pathways to Graduation: Section 1 Discussions

Norwalk 3 Tier Graduation Diploma Part 2

Due: Sunday, January 27, 2013 at 11:59 pm

Please post your concerns regarding the information presented about the 3 Tier Graduation Diploma below.

Created by Jedd Sherman on Wed Jan 23, 2013 at 7:16 am

Filter by user



Jedd Sherman

With at least 10 different categories of expectations, it did make its presentation confusing at times. For example, "collaboration and teamwork" seemed like a sketchy item to measure by many individuals on staff. I think that it might be a good idea, but I would like to see the supporting documentation first before I drew a conclusion.

Reply · Like · Delete · Wed Jan 23, 2013 at 5:46 pm



Kay Willey

I need some clarification about the meeting 25 minutes a week with each student. Or did I hear it wrong?

Reply · Like · Delete · Fri Jan 25, 2013 at 10:31 am



Rebecca Bonnett (Maestra)

I would like a little more clarification on the logistics of the exit interview. When exactly does this happen? I would also like some clarification on how students choose their diplomas. I'm assuming it has to do with some career surveys, but how do you avoid students underestimating their potential?

Reply · Like · Delete · Fri Jan 25, 2013 at 10:46 am

Schoology was used with the Pathways to Graduation Study group. The group was comprised of high school administration and teachers, community members/ employers, Iowa Workforce Development staff, and one board member. In the end, the group reviewed the documents that would bring back work study in a professional manner compliant with best practice and DE standards. Concepts in different ways to obtain a diploma will be explored more deeply.

RED OAK
COMMUNITY SCHOOLS

Home Courses Groups Resources

Teacher Portfolio: Section 7

Red Oak High School

This course is associated with grading periods that will end on **May 31, 2013**. It will remain available in the "Archived"

Add Materials Options

Course Options

Materials

- Updates
- Gradebook
- Attendance
- Members
- Analytics
- Workload Planning

Access Code
JQN3T-9R39R

Information

Reminders
3 ungraded dropbo

Upcoming -

No upcoming assign

- Standard 1 - Goal-Setting
The teacher demonstrates ability to enhance academic performance and support for implementation of the school district's student achievement goals.
- Standard 2 - Content Area and Interdisciplinary
The teacher demonstrates competence in content knowledge appropriate to the teaching position.
- Standard 3 - Curriculum and Lesson Planning
The teacher demonstrates competence in planning and preparing for instruction.
- Standard 4 - Instruction
The teacher uses strategies to deliver instruction that meets the multiple learning needs of students.
- Standard 5 - Assessment

Schoology was also utilized in the teacher evaluation process. In some cases teachers developed their portfolios electronically on Schoology.

RED OAK
COMMUNITY SCHOOLS

Home Courses Groups Resources

Jedd Sherman

Teacher Evaluation 2012-13: Section 1 Iowa Teaching Standard # 7: Lifelong Learner

PD 2012-13

Prev Next

Add Materials Options

Course Options

Materials

- Updates
- Gradebook
- Attendance
- Members
- Analytics
- Workload Planning

Access Code
6NCJK-CSHKS

Information

- September 12, 2012
- September 19, 2012
- October 3, 2012
- October 31, 2012
- December 5, 2012
- January 9, 2013
- January 23, 2013

Resources for both professional development sessions as well as faculty meetings were maintained on Schoology for the faculty to access.

Goal 5: Each and every student will feel safe and connected to school, equipped with skills to succeed in the 21st Century.

As a result of the Newtown, Connecticut incident, district administration coordinated PD for all buildings on a new security concept called ALICE. High School guidance counselor, John Brabec, led the way in the training for the district.

The Red Oak High School Student Council accomplished the most ever in the school year under the leadership of sponsor and teacher, Anne Harter, as well as high school principal, Jedd Sherman. The Student Council activities helped to make more students connected to school through the new activities. These activities included:

1. Homecoming Week
2. The Second Annual Southwest Iowa Student Leadership Conference
 - a. Mr. Sherman developed professional development for Hawkeye 10 Conference student councils.
 - b. It was an all-day event held during the first marking period at the Wilson Performing Arts Center.
3. Red Out
 - a. Similar to Pink Out, but addressing heart issues.
 - b. Student Council worked under the leadership of Mrs. Harter to develop new events to make the student body aware of heart disease.
4. Pink Out
5. "Bully" is a movie shown at the Grand Theater to educate the student body on the damage caused by bullying. The Student Council led the student discussion groups.
6. Blood Drives (part of Red Out)
7. Real Character
 - a. Students chose a new character education program for implementation during the second semester.
 - b. Excellent participation and Student Council leadership.

The Pathways to Graduation project provided a community wide group an opportunity to study new ways towards graduation from high school. One tangible result was the successful development of a revitalized Work Study program that will blend the high school students involved in the welding program with work opportunities at Finish Line Trailers, our first training station for the Work Study program.

The faculty learned about best practices for first tier interventions through the book study on Response to Interventions. Implementation of the book's main concepts will be measures with eWalks. These interventions should help students to feel more secure with their learning environment in every classroom.