



Red Oak Community School District

1901 N. Broadway Street, Suite A

Red Oak, Iowa 51566

712.623.6600

www.redoakschooldistrict.com

Regular Board of Directors Meeting

Meeting Location: Red Oak Inman Primary
Red Oak Inman Primary School Campus

Monday, January 13, 2020 – 7:00 pm

- Agenda -

- 1.0 Call to Order – Board of Directors President Bryce Johnson
- 2.0 Roll Call – Board of Directors Secretary Deb Drey
- 3.0 Approval of the Agenda – President Bryce Johnson
- 4.0 Public Presenters/Guest and Visitors Addressing the Board
- 5.0 Communications
 - 5.1 Good News from Red Oak Schools
 - 5.1.1 Good News from Red Oak FFA pg 1-2
 - 5.2 Visitors and Presentations
 - 5.2.1 Presentation from Mindy Riibe from Taher on December Board Bites pg 3
 - 5.2.2 Presentations from building principal Gayle Allensworth on Assessment Reports pg 4-6
 - 5.3 Affirmations and Commendations
 - 5.4 Correspondence
 - 5.5 Public Comments
- 6.0 Consent Agenda
 - 6.1 Review and Approval of Minutes from December 16, 2019 and December 18, 2020 pg 7-9
 - 6.2 Review and Approval of Monthly Business Reports pg 10-23
 - 6.3 Open Enrollment Requests Consideration
 - 6.3.1 Open Enrollment for 1st grader Addyson Philpott from East Mills Community School District to Red Oak Community School District for the 2019-2020 school year due to a family move on 1-3-2020
- 7.0 General Business for the Board of Directors
 - 7.1 Old Business
 - 7.1.1 Discussion/Approval of the 2019-2020 Certified Handbook pg 24-128
 - 7.2 New Business
 - 7.2.1 (Probable closed session per section 21.5(1)(a) of Code to discuss student records required or authorized by state or federal law to be kept confidential) Open Enrollment for 10th grader Masen Jade Jordon from Atlantic Community School District to Red Oak Community School District for the 2019-2020 school year

- 7.2.2 Discussion of Disposition of Bancroft and Webster Buildings
- 7.2.3 Discussion/Approval of agreement with Red Oak Community School District and Council Bluffs Community School District for services or programs for Heartland Therapeutic for the 2019-2020 school year Pg 129
- 7.2.4 Discussion/Approval of early graduation of Madilynn Swagel for the 2019-2020 school year
- 7.2.5 Discussion/Approval of at risk/drop out application for 2020-2021 in amount of \$316,478.00
- 7.2.6 Discussion/Approval of Agreement with Red Oak Community School District and Clarinda Community School District for educational services or programs for the 2019-2020 school year Pg 130
- 7.2.7 Discussion/Approval of roofing for 604 S Broadway St Pg 131-144

Personnel Considerations

- 7.2.8 Discussion/Approval of Caleb Orme as Volunteer Assistant Wrestling Coach for the 2019-2020 school year Pg 145
- 7.2.9 Discussion/Approval of the resignation of Dana Ramirez as Assistant Softball Coach for the 2019-2020 school year Pg 146

8.0 Reports

- 8.1 Administrative
- 8.2 Future Conferences, Workshops, Seminars
- 8.3 Other Announcements
- 8.4 Board Member Requested Item(s) for next meeting agenda

9.0 Next Board of Directors Meeting: Monday, January 27, 2020 – 7:00 pm
Red Oak Inman Primary
Red Oak CSD Inman Primary Campus

10.0 Adjournment

Tammi VanMeter

From: Alan Spencer
Sent: Sunday, December 15, 2019 5:43 AM
To: Tess Nelson; Elishia Houser; montgomery.county@ifbf.org; Tammi VanMeter
Cc: Tess Mittag
Subject: Red Oak FFA Bowling Party
Attachments: Bowling.2019.jpg

On Thursday, December 12, the Red Oak FFA Chapter held the First Annual FFA Holiday Bowling Party at Red Oak Lanes. During the event, 36 FFA members were treated to a game of bowling and snacks in a way to thank them for their hard work during Fruit Sales Delivery Week.

Members in attendance were: Haley Hansen, Ali Hogberg, Joseph Daniel, Jason Lovegrove, Lainey DeVries, Joshua LeRette, Madison Doyle, Carsten Johnson, Corbin Wolfe, John Peterson, Ashley Henneman, Abby Pendleton, Allie Sandin, Slade Graham, Kyle Berkey, Gwen Doherty, Grace Koppa, Abby Johnson, Shelby Heitman, Keith Archibald, Hannah Whitten, Grace Goldapp, Brinkley Sallach, Cloie Bruce, Noah Westerlund, Olivia Bozwell, Haley Rydberg, Cadence Turnbull, Lauren Dean, Ella Johnson, Kennedy DeVries, Addy Lydon, Clark Spencer, Conor Britten, Raevyn Lucas, and Connor Christensen

Alan D. Spencer
Agricultural Education Instructor/FFA Advisor
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2011 North 8th Street
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spencera@roschools.org
<http://www.redoakschooldistrict.com/>

Tammi VanMeter

From: Alan Spencer
Sent: Sunday, December 15, 2019 5:42 AM
To: Elishia Houser; Tess Nelson; montgomery.county@ifbf.org; Tammi VanMeter
Cc: Tess Mittag
Subject: Red Oak FFA Meets With Secretary of Agriculture
Attachments: Secretary of Ag.2019.jpg; Secretary of Ag.2.2019.jpg

On Thursday, December 12, 31 members of the Red Oak FFA Chapter attended the USDA ReConnect Grant/Loan Award Announcement at the Old Lumber Yard in Stanton. The award was given to FMTC for installation of new high-speed fiber optic cable in rural areas around Red Oak. During the event, members had the opportunity to hear from and meet with US Secretary of Agriculture Sonny Perdue and Iowa Governor Kim Reynolds.

Members in attendance were: Corbin Wolfe, Kennedy DeVries, Ashley Henneman, Lainey DeVries, Jordan Carlson, Estefany Medina, Emily Parkhurst, Allie Sandin, Slade Graham, Kyle Berkey, Olivia Bozwell, Clark Spencer, Shelby Heitman, Carsten Johnson, Cloie Bruce, Addison Olson, Joseph Daniel, John Peterson, Abby Johnson, Keith Archibald, Brooklyn Silva, Noah Westerlund, Abby Pendleton, Kaysie Kells, Hannah Whitten, Lauren Dean, Brinkley Sallach, Kate Edie, Ella Johnson, Addy Lydon, and Grace Goldapp.

Caption for Secretary of Ag.2.2019: Chapter President Abby Pendleton and Chapter Treasurer Noah Westerlund meet with US Secretary of Agriculture Sonny Perdue.

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Board Bites

A Monthly Food Service Report
Mindy Riibe
December 2019

Program Updates

✓ 2019/2020

➤ Promotions

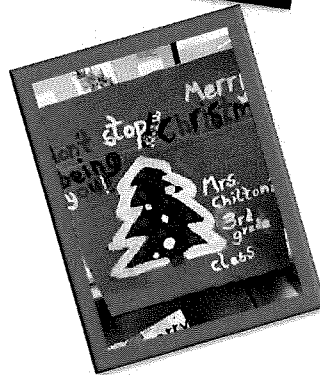
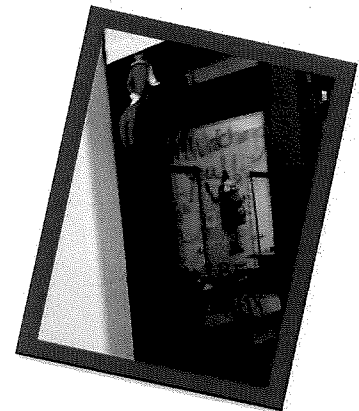
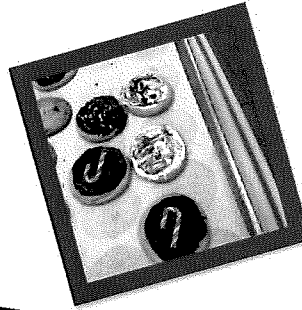
- Chef Visit 12-3-19
- December 2-6; National Handwashing Week
- December 5; National Comfort Food Day
- December 13; National Biscuits and Gravy Day
- December 17; National Maple Syrup Day
- Ala Carte Items

➤ HOM

- Anise
- Mango
- Pumpkin

➤ Catering

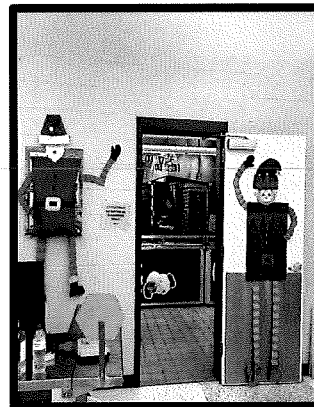
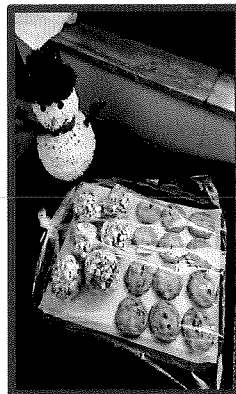
- Board Meetings
- Concessions catering sales to both Red Oak and Clarinda



This institution is an equal opportunity provider.



Taher Food Service can provide your catering needs!



Red Oak Community School District

Presentation to Board of Directors: Elementary ISASP

January 13, 2020

This document is presented to the Red Oak Community Board of Directors in efforts to share the following:

- Results of elementary student achievement on ISASP: Spring 2019
- Report of overall picture of assessments in Literacy and Math for the K-6 grade levels
- Communicate action plan for ISASP testing in Spring 2020

Report Prepared by: Gayle Allensworth, Principal; Jacki Viner and Kelly Jones, Elementary Instructional Coaches

Questions included in document:

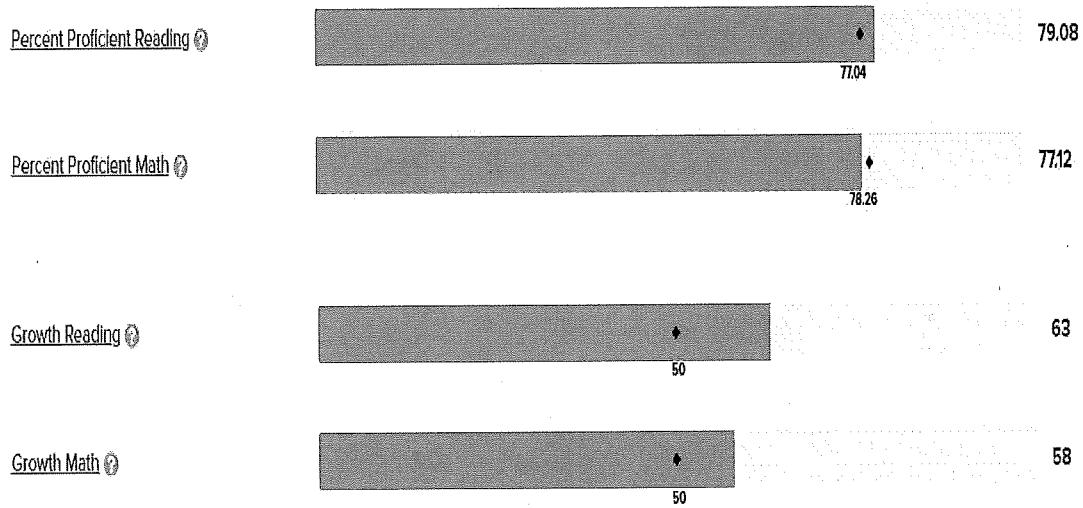
1. What types of assessments are administered at Inman Elementary School to monitor teaching and learning?
2. What did former data from assessments (Iowa Assessments and FASTbridge) tell us?
3. What does the current ISASP data tell us about our teaching and learning?
4. What is our action plan for understanding the data?
5. What is our action plan for preparing for testing in Spring 2020?

What types of assessments are administered at Inman Elementary School to monitor teaching and learning?

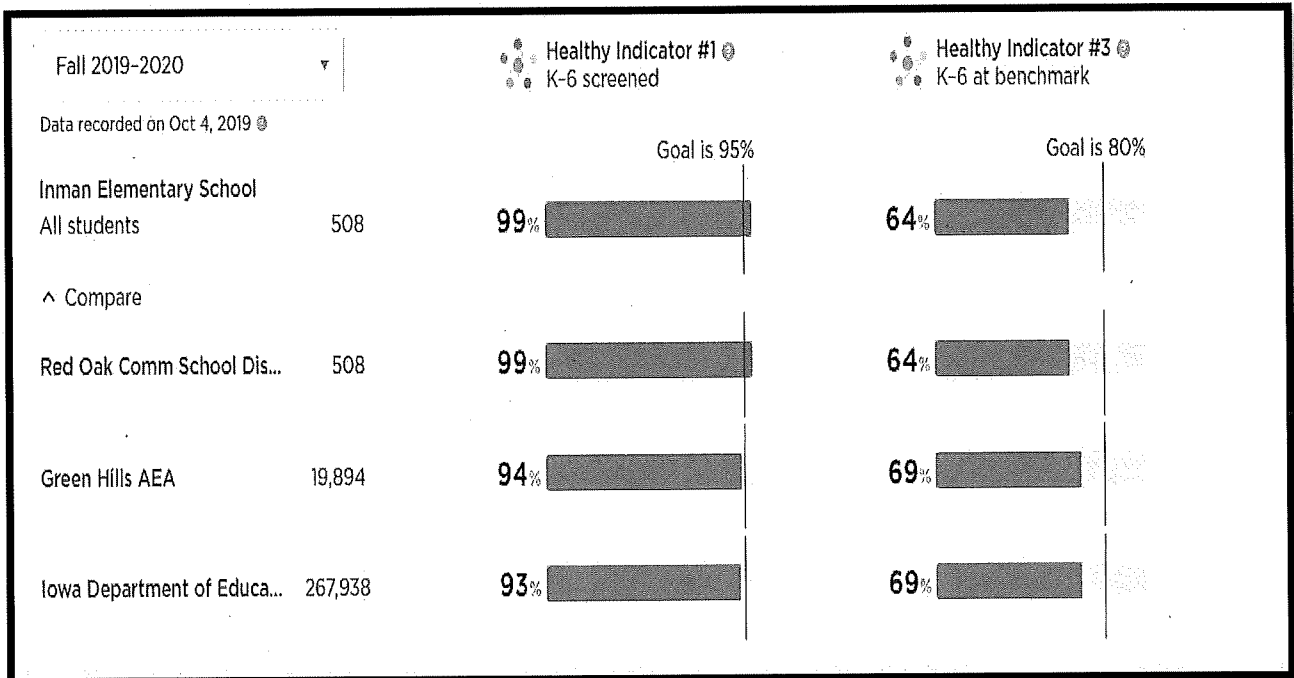
	Universal: ALL students			Targeted: SOME students below benchmark
Assessment	ISASP	FASTbridge	Curriculum-Based	Progress Monitoring
Content Assessed	Reading (3-6) Math (3-6) Science (5-6)	Reading (K-6) Math (K-6)	Reading/Literacy Math Science Social Studies	Literacy (intervention and special education) Math (special education only)
Administered	One time per year	1. Fall 2. Winter 3. Spring	1. Throughout Unit 2. End of Unit	Weekly by classroom teacher or interventionist
Purpose & Uses for district, building, teams	1. Comparison to other districts 2. Analysis of Curriculum 3. Comparison of students	1. Screener to measure benchmark 2. Comparison to AEA and Iowa 3. Instructional Planning	1. Assessment of standards taught 2. Assessment of standards expected to be mastered 3. Instructional planning	Short term progress to determine if trendline data indicates instructional practices and intervention are effective.

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What did former data from assessments (Iowa Assessments and FASTbridge) tell us?
 Iowa Assessments: Spring 2018 – Grades 4 and 5



FASTbridge Literacy: Fall 2019 – Grades K through 6th



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What does the current ISASP data tell us about our teaching and learning?

Grade Level	Results Level	English Language Arts	ELA-State Average	Math	Math-State Average		
3rd	Advanced	2%	9%	14%	15%		
	Proficient	32%	56%	46%	56%		
	Not Yet Proficient	67%	35%	40%	28%		
4th	Advanced	3%	7%	21%	14%		
	Proficient	44%	63%	57%	59%		
	Not Yet Proficient	53%	30%	22%	28%	Science	Science-State Average
5th	Advanced	0%	6%	23%	15%	4%	4%
	Proficient	58%	61%	56%	54%	41%	48%
	Not Yet Proficient	42%	33%	21%	30%	55%	49%

- Math 4th and 5th: district students outperform the state average by two to four times
- Math 4th and 5th: district students that scored in the NYP category is below the state average
- Literacy all grades: concerned that results do not align with other assessment data points. Further investigation and action steps will be addressed below.

What is our action plan for understanding the data?

1. Administration and Coaches reviewed data from Spring 2019
2. K-12 ISASP Spring 2019 data shared with elementary teaching staff: November 2019
3. All elementary staff generated and categorized questions for further investigation (student/test/parent-family)
4. Administration, coaches and ISASP coordinator addressing the staff questions to prepare professional development and test preparation plan

What is our action plan for preparing for testing in Spring 2020?

5. Administration, coaches and ISASP coordinator develop backward planning map
6. Provide professional development and collaboration time to staff to learn more about changes
 - i. Rubrics
 - ii. Testing format
 - iii. Testing mode
 - iv. Practice assessments
 - v. Goal Setting
 - vi. Students understanding data reports

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Red Oak Community School District
Meeting of the Board of Directors
Meeting Location: Red Oak Inman Elementary Cafeteria
Red Oak Inman Elementary Campus
December 16, 2019

The regular meeting of the Board of Directors of the Red Oak Community School District was called to order by President Bryce Johnson at 7:00 p.m. at the Red Oak Inman Elementary School Cafeteria.

Present

Directors: Roger Carlson, Jackie DeVries, Bryce Johnson, Kathy Walker
Superintendent Tom Messinger, Business Manager Deb Drey

Approval of Agenda

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

Good News from Red Oak Schools

None at the is meeting.

Presentations:

Mindy Riibe from Taher, Inc. presented the November Board Bites.
SueAnn Crouse presented information on the Junior/Senior High School Assessment Results.

Consent Agenda

Motion by Director Carlson, second by Director Walker to approve the consent agenda including meeting minutes and monthly business reports as presented. Motion carried unanimously.
Motion carried unanimously.

Transportation Van Purchases

Motion by Director Walker, second by Director DeVries to purchase two 2020 Dodge Grand Caravans from Red Oak Chrysler at a cost of \$22,253 each. Motion carried unanimously.

Work Session

A board work session is tentatively scheduled for January 15, 2020, at 7:00 p.m. at Inman Elementary School Cafeteria.

Facility Project Budget Update

Mark Pfister of Boyd Jones and Daric O'Neal presented information on the budget for the facility projects.

Special Board Meeting

A special board meeting will be held at 7:00 p.m. on Wednesday, December 18, 2019.

Early Retirement Incentive

Motion by Director Carlson, second by Director Walker to offer early retirement to Certified Staff and Support Staff for the 2019-2020 school year. Motion carried unanimously.

Special Education Service Contract

Motion by Director Walker, second by Director DeVries to approve a contract with Clarinda Community School District for special education services for the 2019-2020 school year.
Motion carried unanimously.

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Continuation of December 16, 2019 Meeting Minutes-Page2

Early Graduation Requests

Motion by Director Carlson, second by Director Walker to approve the early graduation requests of four students for 2019-2020 school year. Motion carried unanimously.

Immunization Audit for 2020-2021

Motion by Director Walker, second by Director DeVries to approve the Immunization Audit agreement with Montgomery County Public Health for the 2020-2021 school year. Motion carried unanimously.

Board Policy 705.1

The Board Policy 705.1 does not need to be changed so there was no action on a first reading.

Personnel Considerations

Motion by Director Carlson, second by Director Walker to approve hiring Jessie Bruning as the 2019-2020 High School Prom Sponsor. Motion carried unanimously.

Motion by Director Walker, second by Director DeVries to approve Nathan Namanny as a Volunteer Assistant Bowling Coach for the 2019-2020 school year. Motion carried unanimously.

Caleb Orme will be placed on the next regular meeting agenda as a Volunteer Assistant Wrestling Coach.

Motion by Director Walker, second by Director Carlson to approve Carter Bruce as a Volunteer Assistant Boys Basketball Coach for the 2019-2020 school year. Motion carried unanimously.

Motion by Director Walker, second by Director DeVries to accept the resignation of David Carlson as a para-professional effective immediately. Motion carried unanimously.

Adjournment

Motion by Director Carlson, second by Director Walker to adjourn the meeting at 9:04 p.m. Motion carried unanimously.

Next Board of Directors Meeting

Wednesday, December 18, 2019 – 7:00 p.m.
Red Oak Inman Elementary Cafeteria
Red Oak CSD Inman Elementary Campus

Bryce Johnson, President

Deb Drey, Board Secretary

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Red Oak Community School District
Meeting of the Board of Directors
Meeting Location: Red Oak Inman Elementary Cafeteria
Red Oak Inman Elementary Campus
December 18, 2019

The regular meeting of the Board of Directors of the Red Oak Community School District was called to order by President Bryce Johnson at 7:01 p.m. at the Red Oak Inman Elementary School Cafeteria.

Present

Directors: Roger Carlson, Jackie DeVries, Bryce Johnson, Kathy Walker
Superintendent Tom Messinger, Business Manager Deb Drey

Approval of Agenda

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

Good News from Red Oak Schools

None

Early Childhood Center Construction Project

Motion by Director Carlson, second by Director Walker to approve completing Phase 2 and Phase 5 of the Early Childhood Center Construction Project at a cost of \$635,376 and holding the \$60,000 budgeted for signage at Inman Elementary and Junior/Senior High School as contingency funds for the Early Childhood Center Construction Project. Motion carried unanimously.

Adjournment

Motion by Director DeVries, second by Director Carlson to adjourn the meeting at 7:28 p.m. Motion carried unanimously.

Next Board of Directors Meeting

Monday, January 13, 2020 – 7:00 p.m.
Red Oak Inman Elementary Cafeteria
Red Oak CSD Inman Elementary Campus

Bryce Johnson, President

Deb Drey, Board Secretary

01/10/2020 09:12 AM

User ID: HARRISH

Vendor Name	Invoice Number	Amount
Account Number	Detail Description	Amount
Checking Account ID 1	Fund Number 10	OPERATING FUND
ARTHERHOLT, LISA	122019LA	143.06
10 0109 1000 100 0000 580	Shared Teacher Mileage-12/2019	143.06
Vendor Name	ARTHERHOLT, LISA	<u>143.06</u>
BATTEN SANITATION SERVICE	123119BS	2,750.00
10 9010 2600 000 0000 421	Bus Barn Trash - 12/2019	80.00
10 9010 2600 000 0000 421	FB/BB Field Trash - 12/2019	30.00
10 0109 2600 000 0000 421	Jr/Sr HS Trash - 12/2019	880.00
10 0418 2600 000 0000 421	IES Trash - 12/2019	880.00
10 0418 2600 000 0000 421	ROECC Trash - 12/2019	880.00
Vendor Name	BATTEN SANITATION SERVICE	<u>2,750.00</u>
CAMBLIN MECHANICAL INC	19-6560	1,470.00
10 0109 2600 000 0000 432	Mixing Valve Repair	1,470.00
Vendor Name	CAMBLIN MECHANICAL INC	<u>1,470.00</u>
CAPITAL SANITARY SUPPLY CO.	040021A	496.80
10 9010 2600 000 0000 618	Hand Sanitizer for Dispensers	496.80
Vendor Name	CAPITAL SANITARY SUPPLY CO.	<u>496.80</u>
CASEY'S BUSINESS MASTERCARD	123119CBM	149.30
10 9010 2700 000 0000 626	State Volleyball Fuel	47.30
10 9010 2700 000 0000 626	Wrestling Tourney Fuel	55.81
10 9010 2700 000 0000 626	Wrestling Tourney Fuel	48.59
10 9010 2700 000 0000 626	Fuel Rebate	(2.40)
Vendor Name	CASEY'S BUSINESS MASTERCARD	<u>149.30</u>
CDW GOVERNMENT, INC.	WDL8465	205.19
10 9010 2235 000 0000 618	Xerox 676K05360 Imaging Unit	205.19
Vendor Name	CDW GOVERNMENT, INC.	<u>205.19</u>
CENTURY LINK	01012020CL	176.00
10 9010 2490 000 0000 530	Two-Way Transmitter	176.00
CENTURY LINK	122519CL	515.13
10 9010 2490 000 0000 532	Districtwide Long Distance	515.13
Vendor Name	CENTURY LINK	<u>691.13</u>
CHAT MOBILITY	121519CM	527.29
10 9010 2490 000 0000 530	Bus Barn Phones x 2	79.98
10 9010 2490 000 0000 530	Nurse Phone	39.99
10 9010 2490 000 0000 532	Maintenance Phones x 3	119.97
10 9010 2490 000 0000 532	Tech Phones x 2	79.98
10 0418 2410 000 0000 532	SAM IES/ROECC Phone	39.99
10 0418 2410 000 0000 532	IES Principal Phone (1/2)	19.99
10 0109 2410 000 0000 532	Jr/Sr HS Principal Phone	43.70
10 9010 2490 410 1112 530	ESL Phone	39.99
10 9010 2510 000 0000 532	SBO Phone	39.99
10 0445 2410 000 0000 532	ROECC Principal Phone (1/2)	23.71
Vendor Name	CHAT MOBILITY	<u>527.29</u>
CHEMSEARCH	3804260	421.59

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Vendor Name	Invoice Number	Amount
Account Number	Detail Description	Amount
10 9010 2600 000 0000 432	Water Treatment for Boilers	421.59
Vendor Name CHEMSEARCH		<u>421.59</u>
CHROMEBOOK PARTS.COM	45452	599.92
10 9010 2235 000 0000 618	Lenovo 300e Motherboards	449.97
10 9010 2235 000 0000 618	Lenovo 300e Audio Board/Daughter Board	149.95
Vendor Name CHROMEBOOK PARTS.COM		<u>599.92</u>
CITY OF RED OAK	1012020CORO	1,046.35
10 9010 2600 000 0000 411	FB Field Sprinkler #1 Water - 12/2019	16.05
10 9010 2600 000 0000 411	FB Field Sprinkler #2 Water - 12/2019	16.05
10 9010 2600 000 0000 411	Cage Water/Sewer - 12/2019	32.21
10 9010 2600 000 0000 411	Webster Water/Sewer - 12/2019	24.25
10 9010 2600 000 0000 411	Intertech Water/Sewer - 12/2019	16.24
10 0109 2600 000 0000 411	Jr/Sr HS Act Ctr Water/Sewer - 12/2019	43.61
10 0109 2600 000 0000 411	Jr/Sr HS Tech Ctr Water/Sewer - 12/2019	110.61
10 0109 2600 000 0000 411	Jr/Sr HS Water/Sewer - 12/2019	157.51
10 0418 2600 000 0000 411	IES Water/Sewer - 12/2019	510.54
10 0445 2600 000 0000 411	ROECC Water/Sewer - 12/2019	119.28
Vendor Name CITY OF RED OAK		<u>1,046.35</u>
COUNCIL BLUFFS COMM SCHOOLS	2020105	4,034.34
10 9010 1200 217 3303 320	November Sped Level III x 1	4,034.34
Vendor Name COUNCIL BLUFFS COMM SCHOOLS		<u>4,034.34</u>
COUNSEL OFFICE & DOCUMENTS	34AR431750/50	44.82
10 0418 1000 100 0000 359	Copier Staples IES	44.82
Vendor Name COUNSEL OFFICE & DOCUMENTS		<u>44.82</u>
DARNOLD'S REPAIR & TOWING	9402	430.00
10 9010 2700 000 0000 434	Towing for Bus #9	430.00
Vendor Name DARNOLD'S REPAIR & TOWING		<u>430.00</u>
DEPARTMENT OF EDUCATION	546300000191213	600.00
10 9010 2700 000 0000 434	State Bus Inspections x 15	600.00
DEPARTMENT OF EDUCATION	54630000200103	40.00
10 9010 2700 000 0000 434	Bus #1A State Inspection	40.00
Vendor Name DEPARTMENT OF EDUCATION		<u>640.00</u>
DETER, BOB	123019BD	141.59
10 9010 2235 000 0000 580	Tech Mileage - 10-12/2019	141.59
Vendor Name DETER, BOB		<u>141.59</u>
DHS CASHIER 1ST FLOOR	10125054	6,869.73
10 9010 4634 219 4634	Medicaid Providers Share -	6,869.73

RED OAK BOARD REPORT

Vendor Name	Invoice Number	Amount
Account Number	Detail Description	Amount
12/2019		
Vendor Name DHS CASHIER 1ST FLOOR		6,869.73
ERICKSON, JANELLE	121919JE	71.86
10 0109 2213 000 8202 618	PD Food Reimbursement	71.86
Vendor Name ERICKSON, JANELLE		71.86
FAREWAY FOOD STORES	158205	29.24
10 0109 1300 340 0000 612	Quick Bread ingredientss	29.24
FAREWAY FOOD STORES	160761/16154	55.37
	1	
10 0109 1300 340 0000 612	Pizza Lab	43.40
10 0109 1300 340 0000 612	Pizza Lab	11.97
FAREWAY FOOD STORES	162299	23.06
10 0109 1300 310 0000 612	Food for Class Activity	23.06
FAREWAY FOOD STORES	163383	61.90
10 0109 2213 000 8323 618	Staff Food	61.90
FAREWAY FOOD STORES	54026	45.70
10 0418 2110 490 8027 618	Yes Mentoring Supplies	45.70
Vendor Name FAREWAY FOOD STORES		215.27
FARMERS MUTUAL TELEPHONE	01012020FMTC	200.00
10 9010 2236 000 0000 536	January 2020 Admin Internet	200.00
Vendor Name FARMERS MUTUAL TELEPHONE		200.00
FASTENAL COMPANY	76679	96.85
10 0109 1300 370 0000 612	1/2" x 10 Acme Tap	58.06
10 0109 1300 370 0000 612	1/2" x 10 Acme threaded Rod	38.79
FASTENAL COMPANY	76706	1,348.31
10 9010 2600 000 0000 618	Air Filters for District	1,348.31
FASTENAL COMPANY	76825/76688/ 76881	63.05
10 9010 2600 000 0000 618	Maintenance Tools, Drill Bit, Tool Set	21.94
10 0109 2600 000 0000 618	HS Activities Phillips Pan	5.38
10 0418 2600 000 0000 618	IES Maintenance Korkers	35.73
FASTENAL COMPANY	76860/76871	99.08
10 9010 2700 000 0000 618	Socket Adapter/Crimper Tools	83.40
10 9010 2700 000 0000 618	Miscellaneous Nuts/Bolts/Locks	15.68
Vendor Name FASTENAL COMPANY		1,607.29
FBG SERVICE CORPORATION	864977	31,867.25
10 9010 2600 000 0000 340	December 2019 Janitorial Svcs	31,867.25
FBG SERVICE CORPORATION	865114	268.75
10 9010 2600 000 0000 340	Additional Janitorial Svcs for Basketbal	268.75
Vendor Name FBG SERVICE CORPORATION		32,136.00
GREAT AMERICA FINANCIAL SERVICES	26255007	1,421.80
10 9010 2520 000 0000 618	Admin Office Copy Lease - 12/2019	250.78
10 0445 1000 100 0000 359	ROECC Office Copy Lease - 12/2019	113.98
10 0445 1000 100 0000 359	ROECC Media Center Copy	134.42

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RED OAK BOARD REPORT

Vendor Name	Invoice Number	Amount
Account Number	Detail Description	Amount
10 0418 1000 100 0000 359	Lease - 12/2019 IES Office Copy Lease - 12/2019	139.00
10 0418 1000 100 0000 359	IES Teacher Room Copy Lease - 12/2019	107.69
10 0418 1000 100 0000 359	IES Media Center Copy Lease - 12/2019	134.38
10 0109 1000 100 0000 359	Jr/SR HS Office Copy Lease - 12/2019	299.48
10 0109 1000 100 0000 359	Jr/Sr HS Media Center Copy Lease - 12/19	242.07
Vendor Name	GREAT AMERICA FINANCIAL SERVICES	<u>1,421.80</u>
GREEN HILLS AEA	2090	50.00
10 0109 1200 420 1119 320	Conference - Suicide Risk	50.00
Vendor Name	GREEN HILLS AEA	<u>50.00</u>
GREEN TREE COMPANY, THE	7026	2,250.00
10 9010 2600 000 0000 424	Snow Removal - 12/15/19	2,250.00
Vendor Name	GREEN TREE COMPANY, THE	<u>2,250.00</u>
GRISWOLD COMMUNITY SCHOOLS	12202019GCSD	25,045.25
10 9010 1000 100 0000 567	OE Out - 1st Sem 2019-2020	23,576.00
10 9010 1000 100 3116 567	OE Out TLC - 1st Sem 2019-2020	1,469.25
Vendor Name	GRISWOLD COMMUNITY SCHOOLS	<u>25,045.25</u>
HERRICK, KEVIN	123019KH	62.40
10 9010 2235 000 0000 580	Tech Mileage - 10 - 12/2019	62.40
Vendor Name	HERRICK, KEVIN	<u>62.40</u>
HY VEE FOOD STORES	121019HV	62.59
10 0109 1300 340 0000 612	FACS Supplies	20.65
10 0109 1300 340 0000 612	FACS Supplies	34.95
10 0109 1300 340 0000 612	FACS Supplies	6.99
HY VEE FOOD STORES	121019HV-1	67.17
10 0418 1000 100 8001 612	PTO SNACKS	67.17
HY VEE FOOD STORES	121019HV-2	37.93
10 9010 2321 000 0000 611	Admin Office Supplies (coffee, tea)	37.93
HY VEE FOOD STORES	121019HV-3	48.90
10 9010 2310 000 0000 611	Board Meeting Supplies (punch, cups, etc)	48.90
HY VEE FOOD STORES	121019HV-4	97.64
10 0109 1300 340 0000 612	Meatball Spice Lab - Pizza Lab	97.64
HY VEE FOOD STORES	121019HV-5	78.11
10 0109 1300 340 0000 612	Cake and Sushi Labs	78.11
Vendor Name	HY VEE FOOD STORES	<u>392.34</u>
IOWA ASSN OF SCHOOL BOARDS	CONVENT00000 01890	200.00
10 9010 2310 000 0000 320	IASB 2019 - 2020 Conference KW	200.00
Vendor Name	IOWA ASSN OF SCHOOL BOARDS	<u>200.00</u>

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RED OAK BOARD REPORT

Vendor Name	Invoice Number	Amount
Account Number	Detail Description	Amount
J. F. AHERN	356528	605.00
10 0109 2600 000 0000 432	Jr/Sr HS Sprinkler Inspection	340.00
10 0418 2600 000 0000 432	IES Sprinkler Inspection	265.00
Vendor Name J. F. AHERN		<u>605.00</u>
JOHNSON AUTO PARTS	362659/36176	27.47
	9	
10 9010 2700 000 0000 618	Headlight 2012 Dodge Caravan	15.49
10 9010 2700 000 0000 618	Motor Oil	11.98
Vendor Name JOHNSON AUTO PARTS		<u>27.47</u>
JOHNSTONE SUPPLY	1297660	211.53
10 0418 2600 000 0000 618	Honeywell Actuator for IES	211.53
Vendor Name JOHNSTONE SUPPLY		<u>211.53</u>
LAMINATOR.COM	173036	108.46
10 9010 1000 100 0000 618	3 Mil Lamination	108.46
Vendor Name LAMINATOR.COM		<u>108.46</u>
MEDIACOM	121219MC	110.51
10 9010 2236 000 0000 536	Jr/Sr HS PRI Lines	110.51
MEDIACOM	122119MC	1,530.00
10 9010 2236 000 0000 536	Distriwide PRI Lines	1,530.00
MEDIACOM	122119MC1	775.64
10 9010 2236 000 0000 536	Districtwide Internet Svcs	775.64
Vendor Name MEDIACOM		<u>2,416.15</u>
MERCER HEALTH & BENEFITS ADMIN LLC	12302019M	3,379.65
10 9010 1000 100 8018 270	Retiree Health Premium - 2/2020	3,379.65
Vendor Name MERCER HEALTH & BENEFITS ADMIN LLC		<u>3,379.65</u>
MESSINGER, THOMAS	1012020TM	250.00
10 9010 2321 000 0000 532	Oct, Nov, Dec Cell Phone Reimbursement	250.00
Vendor Name MESSINGER, THOMAS		<u>250.00</u>
MIDAMERICAN ENERGY	121719MAE	17,187.44
10 9010 2600 000 0000 622	Bus Barn Electricity - 11/2019	567.85
10 9010 2600 000 0000 622	Intertech Bay Electricity - 11/2019	125.26
10 9010 2600 000 0000 622	Intertech Electricity - 11/2019	47.41
10 9010 2600 000 0000 622	FBF/BBF Electricity - 11/2019	236.10
10 0418 2600 000 0000 622	IES Electricity - 11/2019	3,501.50
10 0445 2600 000 0000 622	ROECC Electricity - 11/2019	1,251.96
10 9010 2600 000 0000 621	Intertech Gas - 11/2019	219.96
10 0109 2600 000 0000 622	Jr/Sr HS Electricity - 11/2019	11,237.40
Vendor Name MIDAMERICAN ENERGY		<u>17,187.44</u>
NEOPOST	15928743	187.99

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RED OAK BOARD REPORT

Vendor Name	Invoice Number	Amount
Account Number	Detail Description	Amount
10 9010 2321 000 0000 531	Ink for Postage Machine	187.99
Vendor Name NEOPOST		<u>187.99</u>
OREILLY AUTO PARTS	104987	7.49
10 9010 2700 000 0000 618	Pin & Clip	7.49
OREILLY AUTO PARTS	105457	6.23
10 9010 2700 000 0000 618	F150 Brake Bulb	6.23
Vendor Name OREILLY AUTO PARTS		<u>13.72</u>
PERRIEN, NATE	121619NP	49.87
10 0109 2410 000 0000 580	H-10 Principal Meeting Mileage	49.87
Vendor Name PERRIEN, NATE		<u>49.87</u>
PLUMB SUPPLY/RIBACK SUPPLY	6362525	46.28
10 0445 2600 000 0000 432	Two Bemis Toilet Seats - ROECC	46.28
PLUMB SUPPLY/RIBACK SUPPLY	6368925/6335 914	288.00
10 9010 2600 000 0000 731	Milwaukee Vacuum and Jig Saw	288.00
PLUMB SUPPLY/RIBACK SUPPLY	6374533	57.90
10 9010 2700 000 0000 618	2 T-Stats for Bus Shop	57.90
PLUMB SUPPLY/RIBACK SUPPLY	6389947	25.80
10 9010 2600 000 0000 618	Calcium Remover Solution	25.80
Vendor Name PLUMB SUPPLY/RIBACK SUPPLY		<u>417.98</u>
QUILL CORP.	3593304	131.90
10 0109 2410 000 0000 618	Cash Receipt Books - Triplicate	131.90
Vendor Name QUILL CORP.		<u>131.90</u>
RAY MARTIN COMPANY	7998	1,310.51
10 0445 2600 000 0000 432	ROECC Seal Replacment	1,310.51
Vendor Name RAY MARTIN COMPANY		<u>1,310.51</u>
REALITYWORKS, INC.	17949	3,905.28
10 0109 1300 310 0000 612	Ear Replacements	149.00
10 0109 1300 310 0000 612	Shipping	257.28
10 0109 1300 310 0000 739	Bovine Injection Simulator	3,499.00
Vendor Name REALITYWORKS, INC.		<u>3,905.28</u>
RED OAK CHRYSLER, INC.	182857	36.95
10 9010 2700 217 3303 434	Bus #19 Transmission Service	36.95
Vendor Name RED OAK CHRYSLER, INC.		<u>36.95</u>
RED OAK COMMUNITY SCHOOL DIST	123119Trans	2,152.19
10 0445 1000 100 0000 580	ROECC Transportation - 1st Sem	86.80
10 9010 1000 420 1119 580	iJag Transportation - 1st Sem	41.60
10 0109 2120 000 0000 580	Jr/Sr HS Guidance Transportation 1st Sem	123.35
10 0445 1000 420 3238 580	Pre-School Transportation - 1st Sem	408.53
10 9010 1000 470 1118 580	ELO Transportation - 1st Sem	26.00

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RED OAK BOARD REPORT

Vendor Name	Invoice Number	Amount
Account Number	Detail Description	Amount
10 9010 2700 000 0000 580	Transportation Dept - 1st Sem	42.40
10 0109 1000 100 0000 580	Jr/SR HS Transportation - 1st Sem	856.90
10 0109 1000 421 3227 580	School Beyond School Trans - 1st Sem	566.61
Vendor Name	RED OAK COMMUNITY SCHOOL DIST	<u>2,152.19</u>
RED OAK GLASS INC.	15854	450.47
10 9010 2700 000 0000 434	Labor for Winshield Install	150.00
10 9010 2700 000 0000 618	Windshield and Moulding for Bus #18	300.47
Vendor Name	RED OAK GLASS INC.	<u>450.47</u>
RED OAK GRAND THEATER	508	62.00
10 0109 1000 421 3227 618	Cost for SBS to Attend Abominable Movie	62.00
Vendor Name	RED OAK GRAND THEATER	<u>62.00</u>
RICK ENGEL, ATTY.	Dec2019	200.00
10 9010 2310 000 0000 342	December 2019 Legal Services	200.00
Vendor Name	RICK ENGEL, ATTY.	<u>200.00</u>
SCHOOL BUS SALES	92084	1,716.27
10 9010 2700 000 0000 618	Cluster Air Brakes	770.67
10 9010 2700 000 0000 618	Roof Hatch Spheros	476.62
10 9010 2700 000 0000 618	Storm Glass Front Door	119.69
10 9010 2700 000 0000 618	Glass Kit Rear Cover	117.16
10 9010 2700 000 0000 618	Wellnut Q-10 Rubber	13.68
10 9010 2700 000 0000 618	Machine Screw Panel	4.08
10 9010 2700 000 0000 618	Seal, Lip O/O Door	149.37
10 9010 2700 000 0000 618	Freight	65.00
Vendor Name	SCHOOL BUS SALES	<u>1,716.27</u>
SELLERS PEST CONTROL-ART SELLERS	27866	110.00
10 9010 2600 000 0000 425	December 2019 Pest Control	110.00
Vendor Name	SELLERS PEST CONTROL-ART SELLERS	<u>110.00</u>
SOCS/FES	INV011039	405.00
10 9010 2236 000 0000 536	January 2020 Web Hosting	405.00
Vendor Name	SOCS/FES	<u>405.00</u>
SOUTHSIDE SALES & SERVICE	2686	209.00
10 9010 2600 000 0000 618	Rental of Skid Loader	209.00
Vendor Name	SOUTHSIDE SALES & SERVICE	<u>209.00</u>
STANTON COMMUNITY SCHOOL DIST.	122019SCSD	169,853.13
10 9010 1000 100 3116 567	TL OE Out - 1st Sem 2019-2020	7,852.33
10 9010 1000 100 0000 567	OE Out - 1st Sem 2019- 2020	162,000.80
Vendor Name	STANTON COMMUNITY SCHOOL DIST.	<u>169,853.13</u>
SW IA TIRE & SERVICE	97589/97479	2,313.68
10 9010 2700 000 0000 434	Tire Repair Dodge Caravan	17.76

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RED OAK BOARD REPORT

Vendor Name	Invoice Number	Amount
Account Number	Detail Description	Amount
10 9010 2700 000 0000 618	Tires for Bus 2	2,295.92
SW IA TIRE & SERVICE	97966	323.00
10 9010 2700 000 0000 434	Refurbish Paint Wheels on Bus #8	323.00
Vendor Name SW IA TIRE & SERVICE		<u>2,636.68</u>
TIMBERLINE BILLING SERVICE LLC	18490	866.84
10 9010 2510 217 3303 359	December 2019 Medicaid Svcs	866.84
Vendor Name TIMBERLINE BILLING SERVICE LLC		<u>866.84</u>
TRUCK CENTER COMPANIES	646448D/6472 96D	571.07
10 9010 2700 000 0000 618	Strobe Light	70.39
10 9010 2700 000 0000 618	Sensor and Reman Part	500.68
Vendor Name TRUCK CENTER COMPANIES		<u>571.07</u>
UNITED FARMERS COOPERATIVE	UFMC123119	103.27
10 9010 2600 000 0000 618	Intertech Roof Brush (0371134)	10.99
10 0109 2600 000 0000 618	Shelves for Weight Room (0372418)	84.51
10 0445 2600 000 0000 618	ROECC Child Safety Caps (0371154)	7.77
UNITED FARMERS COOPERATIVE	UFMC123119-1	4,294.09
10 9010 2700 000 0000 628	Propane - 12/2019	2,404.36
10 9010 2700 217 3303 626	Sped Ethanol - 12/2019	766.46
10 9010 2700 217 3303 627	Sped Diesel - 12/2019	122.83
10 9010 2700 000 0000 626	Ethanol - 12/2019	523.68
10 9010 2700 000 0000 626	Truck/Utility - 12/2019	10.10
10 9010 2700 000 0000 627	Diesel - 12/2019	466.66
Vendor Name UNITED FARMERS COOPERATIVE		<u>4,397.36</u>
VANNAUSDLE, ROGER	01032020RV	106.28
10 9010 2600 000 0000 580	Maintenance Mileage 12/2019	106.28
Vendor Name VANNAUSDLE, ROGER		<u>106.28</u>
VANNAUSDLE, TRACY	121919TV	24.71
10 0109 1000 421 3227 618	Reimbursement Snacks for SBS	24.71
Vendor Name VANNAUSDLE, TRACY		<u>24.71</u>
WALKER, KATHY	121819KW	109.75
10 9010 2310 000 0000 580	IASB Convention Reimbursement	109.75
Vendor Name WALKER, KATHY		<u>109.75</u>
YOUNG AUTO PARTS INC.	225165/22534 5	142.44
10 9010 2700 000 0000 618	Parts for Transportation	122.68
10 9010 2700 000 0000 618	Parts for Transportation	19.76
YOUNG AUTO PARTS INC.	225273	297.95
10 9010 2700 000 0000 618	Battery, Miscellaneous Nuts	297.95
Vendor Name YOUNG AUTO PARTS INC.		<u>440.39</u>
Fund Number 10		<u>298,864.36</u>
Checking Account ID 1	Fund Number 33	CAPITAL PROJECTS - LOST



RED OAK BOARD REPORT

Vendor Name	Invoice Number	Amount
Account Number	Detail Description	Amount
ALLEY, POYNER, MACCHIETTO, ARCHITECTURE, INC	17001-24	10,560.32
33 0109 4700 000 0000 450	HS Architectural Svcs - 9/2019	9,485.28
33 0418 4700 000 0000 450	IES Architectural Svcs - 9/2019	1,075.04
Vendor Name ALLEY, POYNER, MACCHIETTO, ARCHITECTURE, INC		<u>10,560.32</u>
ANDERSON, MICKEY	January2020	1,200.00
33 9010 4700 000 8218 450	January 2020 Admin Rent	1,200.00
Vendor Name ANDERSON, MICKEY		<u>1,200.00</u>
DON'S JOHN'S & SEPTIC	191382	13,646.96
33 9010 4700 000 0000 450	Intertech Holding Tank Repair	13,646.96
Vendor Name DON'S JOHN'S & SEPTIC		<u>13,646.96</u>
Fund Number 33		<u>25,407.28</u>
Checking Account ID 1	Fund Number 36	PHYSICAL PLANT & EQUIPMENT
BI STATE ELECTRONICS	855	16,234.00
36 9010 2235 000 0000 739	Communication Radios For Buses/Admin	16,234.00
Vendor Name BI STATE ELECTRONICS		<u>16,234.00</u>
COMPUTER INFORMATION CONCEPTS, INC	PSI30008	1,000.00
36 9010 2235 000 0000 653	ISASP Assessment Import Package	1,000.00
Vendor Name COMPUTER INFORMATION CONCEPTS, INC		<u>1,000.00</u>
COUNCIL BLUFFS COMM SCHOOLS	2020105	694.44
36 9010 2600 000 0000 441	November 2019 Rent	694.44
Vendor Name COUNCIL BLUFFS COMM SCHOOLS		<u>694.44</u>
ELECTRONIC CONTRACTING CO.	CB018233	2,445.50
36 3900 2600 000 0000 739	Reconfiguration IES Intercom System	2,445.50
Vendor Name ELECTRONIC CONTRACTING CO.		<u>2,445.50</u>
Fund Number 36		<u>20,373.94</u>
Checking Account ID 1	Fund Number 62	BEFORE/AFTER SCHOOL PROGRAM
TAHER INC	0056380-IN	152.20
62 0418 3300 840 0000 618	Before/After School Supplies	152.20
Vendor Name TAHER INC		<u>152.20</u>
Fund Number 62		<u>152.20</u>
Checking Account ID 1		<u>344,797.78</u>
Checking Account ID 2	Fund Number 61	SCHOOL NUTRITION FUND
TAHER INC	0056380-IN	47,267.45
61 9010 3110 000 0000 570	Expenses for November 2019	47,267.45
Vendor Name TAHER INC		<u>47,267.45</u>
Fund Number 61		<u>47,267.45</u>
Checking Account ID 2		<u>47,267.45</u>
Checking Account ID 3	Fund Number 21	STUDENT ACTIVITY FUND

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RED OAK BOARD REPORT

Vendor Name	Invoice Number	Amount
Account Number	Detail Description	Amount
ATLANTIC HIGH SCHOOL	10720AHS	100.00
21 0109 1400 920 6790 340	WRESTLING ENTRY FEE	100.00
Vendor Name ATLANTIC HIGH SCHOOL		<u>100.00</u>
BAREFOOT CAMPUS OUTFITTER	162645	4,228.40
21 0109 1400 950 7407 618	FFA Fundraiser Supplies	4,228.40
Vendor Name BAREFOOT CAMPUS OUTFITTER		<u>4,228.40</u>
BRANDY HALL MARCHING BAND DESIGN & CHOREOGRAPHY	81719bh	1,900.00
21 0109 1400 910 6600 810	BAND CHOREOGRAPHY	1,900.00
Vendor Name BRANDY HALL MARCHING BAND DESIGN & CHOREOGRAPHY		<u>1,900.00</u>
BSN SPORTS	301897472	30.99
21 0109 1400 920 6710 618	GBB AUTOGRAPHED BALL	30.99
Vendor Name BSN SPORTS		<u>30.99</u>
BUNTROCK, MISSY	1072020MB	100.00
21 0109 1400 920 6710 340	JV BASKETBALL OFFICIAL	100.00
BUNTROCK, MISSY	121119MB	100.00
21 0109 1400 920 6710 340	JV Basketball Official	100.00
BUNTROCK, MISSY	121319MB	90.00
21 0109 1400 920 6710 340	MS Basketball Official	90.00
BUNTROCK, MISSY	121919MB	190.00
21 0109 1400 920 6710 340	JV BASKETBALL OFFICIAL	100.00
21 0109 1400 920 6710 340	MS BASKETBALL OFFICIAL	90.00
Vendor Name BUNTROCK, MISSY		<u>480.00</u>
BW T&F ENTERPRISES LLP	121319BWTF	995.00
21 0109 1400 920 6840 618	LUXBOOSTER SOFTWARE (TRACK)	995.00
Vendor Name BW T&F ENTERPRISES LLP		<u>995.00</u>
DICKENSON, DOUG	121319DD	130.00
21 0109 1400 920 6790 340	WRESTLING OFFICIAL	130.00
Vendor Name DICKENSON, DOUG		<u>130.00</u>
FAREWAY FOOD STORES	121919FW	1,609.50
21 0109 1400 950 7407 618	Fruit for FFA Fundraiser	1,609.50
Vendor Name FAREWAY FOOD STORES		<u>1,609.50</u>
FOUR SEASONS FUND RAISING	31499	9,781.77
21 0109 1400 950 7407 618	FFA Fundraiser Cheese/Meat	9,781.77
FOUR SEASONS FUND RAISING	34114/34097	152.32
21 0109 1400 950 7407 618	FFA Fundraiser Cheese/Misc.	57.74
21 0109 1400 950 7407 618	FFA Fundraiser Sausage/Cheese	94.58
Vendor Name FOUR SEASONS FUND RAISING		<u>9,934.09</u>
FRENCH, DALE	01072020DLF	100.00
21 0109 1400 920 6710 340	JV BASKETBALL OFFICIAL	100.00
FRENCH, DALE	121119dlf	190.00
21 0109 1400 920 6710 340	MS BASKETBALL OFFICIAL	90.00
21 0109 1400 920 6710 340	JV BASKETBALL OFFICIAL	100.00
FRENCH, DALE	121319DLF	90.00

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RED OAK BOARD REPORT

Vendor Name	Invoice Number	Amount
Account Number	Detail Description	Amount
21 0109 1400 920 6710 340	MS BASKETBALL OFFICIAL	90.00
FRENCH, DALE	121919DLF	100.00
21 0109 1400 920 6710 340	JV BASKETBALL OFFICIAL	100.00
Vendor Name FRENCH, DALE		<u>480.00</u>
FRENCH, DUSTIN	121119DF	90.00
21 0109 1400 920 6710 340	MS BASKETBALL OFFICIAL	90.00
FRENCH, DUSTIN	121919DF	90.00
21 0109 1400 920 6710 340	MS BASKETBALL OFFICIAL	90.00
Vendor Name FRENCH, DUSTIN		<u>180.00</u>
GILLMAN, BILL	01072020BG	130.00
21 0109 1400 920 6710 340	VAR BASKETBALL OFFICIAL	130.00
Vendor Name GILLMAN, BILL		<u>130.00</u>
GREBERT, RON	121119RG	130.00
21 0109 1400 920 6710 340	VAR BASKETBALL OFFICIAL	130.00
Vendor Name GREBERT, RON		<u>130.00</u>
GRUDLE, ERIC	121919EG	130.00
21 0109 1400 920 6710 340	VAR BASKETBALL OFFICIAL	130.00
Vendor Name GRUDLE, ERIC		<u>130.00</u>
HASH, JAMES	121119jh	130.00
21 0109 1400 920 6710 340	VAR BB OFFICIAL	130.00
Vendor Name HASH, JAMES		<u>130.00</u>
HOWARD'S SPORTING GOODS	STMT010220	160.34
21 0109 1400 920 6710 618	Basketball Nets 08436	30.00
21 0109 1400 920 6710 618	Electric Ball Inflater 07722	105.04
21 0109 1400 920 6710 618	BB Water Bottles 08404	162.00
21 0109 1400 920 6720 618	Football Pad Rack 08407	274.00
21 0109 1400 920 6815 618	VB Tourney Supplies 08237	108.00
21 0109 1400 920 6815 618	Volleyball Trophy Engraving 08459	48.30
21 9010 1400 920 6815 618	Volleyball Cart Credit	(567.00)
Vendor Name HOWARD'S SPORTING GOODS		<u>160.34</u>
HUSEMAN, KELSI	121319kh	66.00
21 0109 1400 920 6790 340	BODY FAT TESTING - WRESTLING	66.00
Vendor Name HUSEMAN, KELSI		<u>66.00</u>
HY VEE FOOD STORES	121019HV-6	66.87
21 0109 1400 950 7421 618	LINK CREW	66.87
HY VEE FOOD STORES	121019HV-7	12.79
21 0109 1400 950 7407 618	Supplies	12.79
Vendor Name HY VEE FOOD STORES		<u>79.66</u>
IOWA FCCLA	1458	30.00
21 0109 1400 950 7408 320	Peer Education Registration	30.00
Vendor Name IOWA FCCLA		<u>30.00</u>
IOWA HIGH SCHOOL ATHLETIC ASSO	21640	44.30

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RED OAK BOARD REPORT

Vendor Name	Invoice Number	Amount
Account Number	Detail Description	Amount
21 0109 1400 920 6645 618	CROSS COUNTRY PLAQUES	44.30
Vendor Name IOWA HIGH SCHOOL ATHLETIC ASSO		<u>44.30</u>
IOWA HIGH SCHOOL MUSIC ASSOC	860	150.00
21 0109 1400 910 6220 320	JAZZ FESTIVAL REGISTRATION	150.00
Vendor Name IOWA HIGH SCHOOL MUSIC ASSOC		<u>150.00</u>
IRVIN, MICHAEL	121319MI	130.00
21 0109 1400 920 6790 340	WRESTLING OFFICIAL	130.00
Vendor Name IRVIN, MICHAEL		<u>130.00</u>
JOHNSON, BOB	121919BJ	260.00
21 0109 1400 920 6710 340	Basketball Official	130.00
21 0109 1400 920 6710 340	Basketball Official	130.00
Vendor Name JOHNSON, BOB		<u>260.00</u>
KANSAS CITY WRESTLING ASSOCIATION	3719	450.00
21 0109 1400 920 6790 340	KC STAMPEDE WRESTLING ENTRY	450.00
Vendor Name KANSAS CITY WRESTLING ASSOCIATION		<u>450.00</u>
LUTZ, DAVID	10720DL	130.00
21 0109 1400 920 6710 340	Varsity Basketball Official	130.00
Vendor Name LUTZ, DAVID		<u>130.00</u>
MILLER, JUSTIN	121119JM	130.00
21 0109 1400 920 6710 340	Varsity Basketball Official	130.00
Vendor Name MILLER, JUSTIN		<u>130.00</u>
MORSE, JEFF	121919JM	130.00
21 0109 1400 920 6710 340	VAR BASKETBALL OFFICIAL	130.00
Vendor Name MORSE, JEFF		<u>130.00</u>
NICHLAUS, TROY	121919TN	130.00
21 0109 1400 920 6790 340	Wrestling Official	130.00
Vendor Name NICHLAUS, TROY		<u>130.00</u>
PROMOTIONAL CONCEPTS	404092	1,119.85
21 0109 1400 910 6220 618	MARCHING BAND T-SHIRTS	1,119.85
Vendor Name PROMOTIONAL CONCEPTS		<u>1,119.85</u>
REA, MATT	121919MR	130.00
21 0109 1400 920 6710 340	Varsity Basketball Official	130.00
Vendor Name REA, MATT		<u>130.00</u>
RED OAK COMMUNITY SCHOOL DIST	123119ACT	2,859.11
21 0109 1400 920 6790 580	Wrestling Transportation - 1st Sem	270.80
21 0109 1400 920 6810 580	GBB Transportation - 1st Sem	166.00
21 0109 1400 950 7408 580	FCCLA Transportation - 1st Sem	130.00
21 0109 1400 920 6815 580	Volleyball Transportation - 1st Sem	609.20
21 0109 1400 950 7407 580	FFA Transportation - 1st Sem	331.40

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Vendor Name	Invoice Number	Amount
Account Number	Detail Description	Amount
21 0109 1400 910 6220 580	Band Transportation - 1st Sem	23.20
21 0109 1400 910 6210 580	Choir Transportation - 1st Sem	230.93
21 9010 1400 920 6600 580	State Volleyball Pep Bus - 1st Sem	1,097.58
Vendor Name	RED OAK COMMUNITY SCHOOL DIST	<u>2,859.11</u>
ROYER, MARK	1072020MR	130.00
21 0109 1400 920 6710 340	Varsity Basketball Official	130.00
Vendor Name	ROYER, MARK	<u>130.00</u>
SCALES SALES & SERVICE INC	18253	207.00
21 0109 1400 920 6790 340	CERTIFICATION WRESTLING SCALES	207.00
Vendor Name	SCALES SALES & SERVICE INC	<u>207.00</u>
SHENANDOAH COMMUNITY SCHOOLS	121119SCSD	80.00
21 0109 1400 920 6790 340	JV WRESTLING ENTRY FEE	80.00
Vendor Name	SHENANDOAH COMMUNITY SCHOOLS	<u>80.00</u>
SKOGLUND MEAT LOCKER	60250	6,717.00
21 0109 1400 950 7407 618	Meat for FFA Fundraiser	6,717.00
Vendor Name	SKOGLUND MEAT LOCKER	<u>6,717.00</u>
STRUCK, SHAWN	121919SS	130.00
21 0109 1400 920 6710 340	Varsity Basketball Official	130.00
Vendor Name	STRUCK, SHAWN	<u>130.00</u>
TAG-A-LONG BOOSTER CLUB	121319TAGS	1,253.34
21 0109 1400 920 6815 580	Volleyball Club Fundraising	1,253.34
Vendor Name	TAG-A-LONG BOOSTER CLUB	<u>1,253.34</u>
TAHER INC	0056380-IN	173.00
21 0109 1400 950 7408 618	FCCLA Supplies	173.00
Vendor Name	TAHER INC	<u>173.00</u>
VANNAUSDLE, TRACY	121919TV-2	137.14
21 0109 1400 950 7421 618	Student Council Supplies	116.14
21 0109 1400 950 7421 618	Student Council Supplies	21.00
Vendor Name	VANNAUSDLE, TRACY	<u>137.14</u>
VERNON-VERNONA-SHERRILL FFA	102819VFFA	790.00
21 0109 1400 950 7407 618	Maple Syrup for FFA Fundraiser	790.00
Vendor Name	VERNON-VERNONA-SHERRILL FFA	<u>790.00</u>
WENSTRAND, NICOLE	121919NW	130.00
21 0109 1400 920 6710 340	Varsity Basketball Official	130.00
Vendor Name	WENSTRAND, NICOLE	<u>130.00</u>
WILLIAMSON, ROB	121919RW	130.00
21 0109 1400 920 6790 340	Wrestling Official	130.00
Vendor Name	WILLIAMSON, ROB	<u>130.00</u>

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RED OAK BOARD REPORT

Vendor Name	Invoice Number	Amount
Account Number	Detail Description	Amount
WILSON PERFORMING ARTS CENTER	179	1,000.00
21 0109 1400 910 6210 618	RENTAL -MS Play Wizard Of Oz	<u>1,000.00</u>
Vendor Name WILSON PERFORMING ARTS CENTER		1,000.00
WULK, MATTHEW	12192019MW	130.00
21 0109 1400 920 6710 340	Varsity Basketball Official	<u>130.00</u>
Vendor Name WULK, MATTHEW		130.00
YORK, JOSHUA	121919JY	130.00
21 0109 1400 920 6710 340	Varsity Basketball Official	<u>130.00</u>
Vendor Name YORK, JOSHUA		130.00
Fund Number 21		<u>37,724.72</u>
Checking Account ID 3		<u>37,724.72</u>

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Introduction to the Red Oak Community School District

The Red Oak Community School District is your organization to serve the learning needs of students from age 0 to 18 and beyond. The school district is governed by five members called the Board of Directors. The Board's vision statement is: Excellence for All . . . Whatever It Takes! The Board's belief statement is: The Red Oak Community School District enables itself to provide the best opportunities for all students to academically, socially, and ethically prepare themselves for global citizenship.

Culture of the Red Oak Community School District

Our culture is a belief and value system that defines the public's perception of us, as well as our perceptions of each other. It influences how we work, how we treat students and each other, and it is something we all have an important role in defining and implementing regardless of our job description. Some important aspects of our culture include but are not limited to:

- We keep students as our central focus.
- We expect hard work, risk-taking and continuous growth.
- We desire to work and live as a professional learning community.
- We create an environment for students and staff that promotes understanding, respect, and a celebration of individuality and diversity.
- We engage the Red Oak Community in achieving our vision - Excellence for All!
- We promote teamwork throughout the district to achieve our vision.
- We incorporate joy, fun, humor, and celebration in what we do.
- We develop leadership skills at all levels.
- We include stakeholders in our decision-making processes.
- We practice effective communication throughout the district.
- We encourage innovation but practice the effective and efficient use of our limited resources.

Statement on Human Dignity and Diversity

As an Iowa public school district, the Red Oak Community School District recognizes and respects the dignity of each individual regardless of age, culture, religion, color, ethnicity, race, national origin, gender, sexual orientation, language, disability, economic status, creed, marital status, handicap, military or veteran status, ancestry, political affiliation, homeless status, or any other factor provided for by state and federal laws and regulations.

Non-Discrimination Statement

It is the policy of the Red Oak Community School District not to discriminate on the basis of race, creed, color, sex, sexual orientation, gender identity, marital status, national origin, religion, age, socio economic status or physical or mental disability in its programs,

activities, or employment practices as required by the Iowa Code sections 216.9 and 19B.11, Titles VI and VII of the Civil Rights Act of 1964 (42 U.S.C. 2000d and 2000e), the Equal Pay Act of 1973 (29 U.S.C. 206, et seq.), Title IX (Educational Amendments, 20 U.S.C. 1681-1688), Section 504 (Rehabilitation Act of 1973, 29 U.S.C. 794), and the Americans with Disabilities Act (42 U.S.C. 12101, et seq.).

Inquiries or grievances regarding compliance may be directed to the Educational Equity Coordinators, Tracy Vannausdle, Deb Graber SueAnn Crouse, Student Support Services, Red Oak Community School District, Administrative Center 1901 N. Broadway Ste A, Red Oak, Iowa, 51566.

Learning Centers in the Red Oak Community School District

- Red Oak Early Childhood Center - Preschool and Community Childcare Center
- Inman Elementary School - grades K - 6
- Red Oak Junior / Senior High School - grades 7 - 12
- Administrative Office 1901 N. Broadway Ste A, Red Oak, IA 51566

Organizational Structure for the Red Oak Community School District

As the Chief Operating Officer, the District Superintendent reports to the Board of Directors, which oversees the primary governance of the District. The Board governs by the philosophy of policy governance and establishes the District's vision, goals and strategic leadership. The Superintendent is responsible for administrative operations in accordance with the Board's overall vision.

Operational areas of the Red Oak Community School District include:

- Business Services
- Human Resource Services
- Curriculum & Instruction
- Special Education
- Technology and Information Services
- Maintenance and Operations
- Food Service-Taher
- Transportation
- Custodial Services-FBG

Administrative Regulations and Procedures

The Red Oak Community School District reserves the right to establish and carry out specific administrative regulations and procedures which, in accordance with the applicable federal, state and local laws, are utilized and adhered to in the conduct of the legitimate business of the district. The Red Oak CSD Employee Manual is a resource document for the established business, employment and general operating policies currently in place. A copy of this manual can be located

in each school building, in each administrative/leadership office of the school district, and on the District's website at www.redoakschooldistrict.com. The manual will be updated on a periodic basis as needed. Any questions about the manual or specific regulations may be addressed to the Superintendent's Office, (712) 623-6600.

Services, Facilities, and General Information

Passes to District Events/Activities - The Director of Activities for the Red Oak Schools will provide a pass in exchange for volunteering for duties at various functions. This is an opportunity to assist the school district while gaining free admission to all the district activities programs. The only exception to the use of passes occurs when Red Oak hosts any State of Iowa sponsored activity or any Hawkeye 10 Conference activity that excludes the use of passes. The Director of Activities will provide information about this benefit prior to the start of any school year.

Employee Communications and Community Partnerships

Communication is a key to the success of Red Oak CSD employees, students, parents, and the community. The most important tool used in Red Oak Schools for communication is the district's website: www.redoakschooldistrict.com. Secure portals concerning the operations of the school district are available for district employees to read and interact. Each district employee is assigned an email address and is expected to use it to stay informed and to communicate both internally and externally.

Community relations are a vital component to the success of the school district. The Red Oak School District is committed to the two-way communication process and encourages its employees to build strong links within the Red Oak community. Some examples of existing formal school/community partnerships include the local media (the Red Oak Express and Radio Station KCSI/KOAK), the Red Oak Ministerial Association, the Montgomery County YMCA, the Red Oak Chamber and Industrial Association, the Red Oak Education Foundation, the Red Oak FFA Alumni Association, the Y.E.S Mentoring Program, the Inman Elementary School Parent Teacher Organizations, the Red Oak Music Boosters, the Tag-A-Long Organization at Red Oak High, and the Wilson Performing Arts Association.

Food Service

All staff are welcome to purchase a meal or a la carte items during scheduled meal hours. Meal hours vary per building. Purchases are made using a computerized meal account system. Most staff members are assigned an ID number that corresponds to their lunch account. The account is a debit system; therefore, funds must be in the account prior to making a purchase. Payments to accounts are accepted at all school offices. If there are insufficient funds in the account, staff will not be able to make food purchases.

Information Services through Technology

The Technology Department provides students and staff with voice and data communications, computer-based services and various job-related computer training and information. More detail about the use of technology is found on pages 17 - 23 of this manual. Questions regarding any aspect of information services can be directed to Mr. Bob Deter, Director of Technology, Red Oak CSD, 712.623.6600, ext. 5011 or through the department portal at www.redoakschooldistrict.com.

Employment Policies for the Red Oak Community School District

Equal Employment Opportunity

Policy 400.2

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

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

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

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

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

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

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

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

Americans with Disabilities Act

The Red Oak Community School District complies with the letter and the spirit of the Americans with Disabilities Act of 1990 (ADA) and the protections provided to individuals with disabilities. The ADA prohibits employment discrimination against "qualified individuals with disabilities." The Red Oak Community School District is committed to provide reasonable accommodations to its employees and applicants for employment in order to assure that individuals with disabilities enjoy full access to equal employment opportunity. While many individuals with disabilities can work without accommodation, other qualified applicants and employees face barriers to employment without the accommodation process. In accordance with the American's with Disabilities Act (ADA), ADA Amendments Act of 2008 (ADAAA) accommodations will be provided to qualified individuals with disabilities when such accommodations are directly related to performing the essential functions of a job, competing for a job, or to enjoy equal benefits and privileges of employment. This policy applies to all applicants and employees.

An individual who needs a modified work environment as the result of a disability is encouraged to request a reasonable accommodation orally or in writing from his or her Supervisor or from Human Resources at the Tech Building. To enable the District to keep accurate records, employees requesting a reasonable accommodation will be required to submit medical verification for the need for the accommodation and may be required to sign an Authorization for Release of Medical Records to allow the District to communicate directly with the employee's health care providers. The Superintendent of Schools or his designee is responsible for implementing this policy, including resolution of reasonable accommodation, safety, and undue hardship issues.

It is the policy of the Red Oak School District to make a good faith effort to provide any "reasonable accommodation" necessary to ensure that an otherwise qualified individual may enjoy an equal employment opportunity. Examples of reasonable accommodation include job restructuring, job sharing, modified work schedules, ergonomic modifications or special equipment, a leave of absence, and, in certain circumstances, or a job transfer to a vacant position. In order to determine whether a reasonable accommodation exists to ensure that an employee may perform his/her job related responsibilities, the District may require that the employee and his/her treating health care providers submit medical information to the District for its consideration. The District will utilize such medical information to determine whether an accommodation exists to ensure that an employee may perform his/her job related responsibilities and to determine whether such accommodation is reasonable or poses a hardship on the District. In some cases, the District will provide an accommodation on a trial/temporary basis, in order to evaluate whether such accommodation is reasonable or whether it poses a hardship on the District.

In the case of communicable diseases such as the Acquired Immune Deficiency Syndrome (AIDS), Hepatitis, Tuberculosis, etc., the District's response and responsibility will be consistent with the spirit and letter of the Americans with Disabilities Act. The mere diagnosis of a communicable disease is not, in itself, a basis for the exclusion or dismissal of an employee. Nor will verbal and/or physical harassment of individuals so infected, or suspected of being infected, be tolerated. The District will afford every right and reasonable accommodation under the law those employees infected by a communicable disease, while at the same time adhering to prescribed health and safety guidelines for such diseases in order to assure and guarantee the rights of all members of the Red Oak School District community.

Collective Bargaining

The Red Oak Community School District believes that good management results in good employee relations. In recognizing the right of individuals to affiliate with labor organizations, the District does so without surrendering its right to manage. The management and administration of the District are vested exclusively with the Board of Directors, the Superintendent and his/her designated representatives.

Employees belonging to a bargaining unit are subject to all Red Oak CSD rules and regulations. Where this manual conflicts with an applicable collective bargaining agreement provision (s), the collective bargaining agreement shall rule unless superseded by state or federal law.

Conflict of Interest

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

Employees have access to information and a captive audience that could award the employee personal or financial gain. No employee may solicit other employees or students for personal or financial gain to the employee without the approval of the superintendent.

Questions about any potential conflict can be addressed in detail by consulting Board Policy Code No. 401.2 "Employee Conflict of Interest".

Nepotism / Employment of Relatives

Policy 402.2

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

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

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

Employment Opportunities

Employees are encouraged to explore career development opportunities at the District. All employees are encouraged to gain the necessary skills, training, and work experience needed to qualify for advancement opportunities. Red Oak CSD believes in internal staff development and promotion from within whenever possible and practical. In all cases, the best-qualified candidate for the position will be selected as determined by the Superintendent and those assisting him. Position vacancies within the District are announced via email and on the district's website.

Exit Interviews

Exit interviews are scheduled for employees who leave the District. Employees are encouraged to provide candid comments and suggestions which can help to improve future District/employee relations and ultimately make the Red Oak Community School District a better place to work. If an in-person exit interview is not possible, a human resources staff member will mail an exit interview form to the departing employee for completion and return.

Immigration Law Compliance

The Red Oak Community School District is committed to employing only those who are authorized to work in the United States and does not unlawfully discriminate on the basis of citizenship or national origin. In compliance with the Immigration Reform and Control Act of 1986, each new employee, as a condition of employment, must complete the Employment Eligibility Verification Form I-9 and present documentation establishing identity and employment eligibility within ten working days of the employee's date of hire. Any employee with an expiring work authorization must renew the authorization, or the employee will be considered to have voluntarily resigned. Former employees who are rehired must also complete the form. All offers of employment are subject to the receipt of satisfactory evidence of an employee's authorization to work in the United States.

New Employee Orientation Program

Employees must know their role and duties. New employees may be required to participate in an orientation program. The employee's immediate supervisor should provide the new employee with a review of the employee's responsibilities and duties. Payroll procedures and employee benefit programs and accompanying forms will be explained to the employee by human resources staff at the Administrative Center. During orientation programs, information is shared regarding the mission and philosophy of the District, personnel policies, sexual harassment, benefits, and related items.

Employee Records

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

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

signed consent, will employee personnel records be accessible to individuals other than the employee or authorized school officials.

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

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

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

EMPLOYEE RECORDS REGULATION

Employee Personnel Records Contents

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

- Employee's medical history, including, but not limited to, medical records and/or notes;
- Employee emergency names and numbers; and
- Family and medical leave request forms.

Code No. 402.4R1

Page 2 of 3

EMPLOYEE RECORDS REGULATION

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

Applicant File Records Content

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

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

Record Access

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

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

access to an employee's personnel file without the consent of the employee when necessary for the conducting of board business.

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

- An employee's name and compensation, including any written agreement establishing compensation or any other terms of employment excluding any information otherwise protected under the law.
 - Compensation means payment of, or agreement to pay, any money, thing of value, or financial benefit conferred in return for labor or services rendered by an official, officer or employee plus the value of benefits conferred including but not limited to casualty, disability, life, or health insurance, other health or wellness benefits, vacation leave, holiday leave, sick leave, severance payments, retirement benefits, and deferred compensation.
- The dates the employee was employed by the district.
- The positions the employee holds or has held with the district.
- The educational instructions attended by the employee, including any diplomas and degrees earned, and the names of the employee's previous employers, positions previously held, and dates of previous employment.
- The fact that the individual resigned in lieu of termination, was discharged, or was demoted as the result of a disciplinary action, and the documented reasons and rationale for the resignation in lieu of termination, the discharge, or the demotion.

Employee Record Retention

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

Release of Employment Information

Information requests under the public records law shall be in writing and submitted to the Superintendent. The Red Oak Community School District shall allow persons to have access to district records in accordance with state law and established procedures. The Board Secretary/Business Manager shall serve as the

legal custodian of records. The legal custodian may deny access to records in accordance with state law.

Individuals seeking job verifications and references should be referred to the Superintendent of Schools or his designee. Only factual, job-related information on current and former employees shall be released to individuals seeking job verifications and references. Before any district administrator or department director may provide an oral and/or written recommendation, notification must be given to the school superintendent or his designee in a timely manner.

Professional Associations

The District encourages personal and professional development through membership in professional organizations.

Time off to attend meetings and reimbursements for the cost of meeting attendance may be approved by the sole discretion of your immediate supervisor and/or superintendent of schools dependent upon factors such as budget allowances and the relevance of the activity to the performance of job duties. Participation in these activities shall not interfere with tasks necessary for effective and responsible job performance.

Professional Development

The District expects that employees will engage in continuous learning to further develop their professional skills and personal growth. The District strives to support the development of employees in a variety of ways. The Red Oak Board of Directors believes in and supports the concept of Professional Learning Communities. Professional Development Programming for the licensed professional staff is established, monitored, and funded through the Red Oak CSD Teacher Quality Committee.

Release of Credit Information

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

Resignations

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

subsequent school year when the board has made a good faith effort to find a replacement and the licensed employee is continuing to be employed by the school.

Early Retirement for the Professional Staff

Policy 401.6

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

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

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

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

Code No. 401.6R1

LICENSED EMPLOYEE EARLY RETIREMENT PLAN

I. Eligibility for Early Retirement Plan

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

- A. The number of applications for the Early Retirement Plan will be limited to no more than five (5) for a given fiscal year, unless the Board chooses to allow more than five (5).
- B. The Early Retirement Plan will be available to a licensed employee who is fifty-five (55) years of age by the start of the next school year.
- C. The Early Retirement Plan will be available to those who have completed their most recent ten (10) consecutive years of service in the Red Oak Community School District.
- D. The employee shall submit an application for the plan on or before January 15 of the current school year, at the Board's discretion.
- E. The employee shall submit a written resignation resigning from the existing contract. The resignation may be contingent upon approval by the board of participation in the voluntary early retirement program.
- F. All applications for the Early Retirement Plan will be considered not later than the second regular Board meeting in January, and if more than the designated number allowed in Section A are received, the highest priority will be given to the teachers with the longest continuous teaching service in the District.
- G. An employee who meets the criteria in item "B", but who has not completed a minimum of ten (10) consecutive years of service to the school district may apply for a prorated early retirement amount. Approval of such application by the board will be based on the best interests of the school district, and if a prorated amount is approved, the amount will be based on completed consecutive years of service at the time of the application for the Early Retirement Plan.
- H. The application for the Early Retirement Plan and the resignation must be approved by the board, which will authorize disbursement of the early retirement amount.
- I. Approval by the board of the licensed employee's early retirement application shall constitute a voluntary resignation. Approval by the board of the licensed employee's early retirement application will also make the licensed employee eligible for disbursement of the early retirement amount on January 20 of the school year following the licensed employee's approval for early retirement. Failure of the board to approve the licensed employee's early retirement application will make the licensed employee's current contract with the board continue in full force and effect.

II. Voluntary Early Retirement Amount and Terms:

- A. An employee who meets one of the eligibility requirements will be eligible for the early retirement amount of \$15,000, plus an amount equal to 25% of the employee's accumulated sick leave times the current daily substitute teacher pay rate. An employee whose contractual full-time equivalency (FTE) is less than 1.00 will be eligible for a prorated early retirement amount by multiplying the employee's FTE by the applicable amount above.

- B. An employee agrees to participate in the "Special Pay Plan". This plan allows payment of the early retirement amount to be paid to a Tax Shelter Annuity of the employee's choice. This Tax Shelter Annuity must be with a company that participates in the State of Iowa Plan. If the employee is currently contributing to a Tax Shelter Annuity the payment will be made to the same company. The employee agrees not to close out this account before the January payment is made.
- C. Upon retirement, the licensed employee is eligible to continue participation in the school district's group insurance plan at the licensed employee's expense by meeting the requirements of the insurer. The employee/retiree must pay the monthly premium amount in full to the board secretary prior to the due date of the school district's premium payment to the insurance carrier.
- This insurance coverage will cease when the licensed employee/retiree qualifies for Medicare coverage, secures other employment in which the employer provides insurance coverage, or dies. If dependent insurance coverage is carried, that coverage may continue at the dependent's expense beyond the employee's/retiree's qualification for Medicare coverage under COBRA provisions.
- In the event of the death of the employee/retiree, the dependent of the employee/retiree may continue coverage in the school district's group health insurance program at his/her own expense under COBRA provisions, if the dependent was covered through the school district's group health insurance program prior to the death of the employee/retiree.
- D. An employee who elects to participate in this program will become a retired employee and will be entitled to all rights and privileges of such a retiree under applicable laws and policies of the school district.
- E. Beneficiary. In the event of the death of the employee prior to the early retirement amount being paid, payment will be as follows:
1. Lump sum payment will be made to a designated beneficiary for the early retirement amount due to the employee on January 20 of the school year following the licensed employee's approval for early retirement.
 2. In the event no beneficiary is named, payment shall be made to the estate of the employee on January 10 following the licensed employee's approval for early retirement.

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

LICENSED EMPLOYEE EARLY RETIREMENT PLAN

ACKNOWLEDGEMENT OF RECEIPT

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

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

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

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

Licensed Employee

Date

LICENSED EMPLOYEE EARLY RETIREMENT PLAN

INSURANCE OPTIONS

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

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

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

Plan selected:

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

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

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

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

Licensed Employee

Date

Licensed Employee

Date

Witness

Date

Transporting of Students by Employees

Policy 402.5

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

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

Employee Travel Compensation

Policy 402.6

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

Travel Outside the School District

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

Reimbursement for actual and necessary expenses will be allowed for travel outside the school district if the employee received pre-approval for the travel. Prior to reimbursement of actual and necessary expenses, the employee must provide the school district with a detailed receipt, other than a credit card receipt, indicating the date, purpose and nature of the expense for each claim item. In exceptional circumstances, the superintendent may allow a claim

without proper receipt. Written documentation explaining the exceptional circumstances is maintained as part of the school district's record of the claim.

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

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

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

EMPLOYEE TRAVEL COMPENSATION

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

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carrier. Reimbursement for air travel will be at the tourist class fares. Should an employee choose to travel by automobile, reimbursement will be limited to the public carrier amount. Pre-approved expenses for transportation in a rental car is limited to the cost of a Class "C" rental car at a medium-priced agency unless the number of people traveling on behalf of the school district warrants a larger vehicle.

Code No. 402.6

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EMPLOYEE TRAVEL COMPENSATION

Travel Within the School District

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

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

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

Code No. 402.6R1

EMPLOYEE TRAVEL COMPENSATION/MILEAGE

Pre-approved expenses for transportation within three-hundred miles of the school district administrative office will be by automobile. If a school district vehicle is not available, the employee will be reimbursed at the federal reimbursement rate on July 1st of that fiscal year. The superintendent may allow an employee to drive their own vehicle and receive reimbursement in certain situations. Pre-approved expenses for transportation outside of three-hundred

miles of the school district administrative office may be by public carrier. Reimbursement for air travel will be at the tourist class rates. Should an employee choose to travel by automobile, reimbursement will be limited to the public carrier amount. Pre-approved expenses for transportation in a rental car is limited to the cost of a Class "C" rental car at a medium-priced agency unless the number of people traveling on behalf of the school district warrants a larger vehicle.

Employee Political Activity

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

Credit Cards

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

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

The school district may maintain a school district credit card for actual and necessary expenses incurred by employees and officers in the performance of their duties. The superintendent may maintain a school district credit card for actual and necessary expenses incurred in the performance of the

superintendent's duties. The transportation director may maintain a school district credit card for fueling school district transportation vehicles in accordance with board policy.

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

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

Responsibility for Personal Property

The district and its agents and employees shall not be held responsible for personal items brought onto school property as to replacing, repairing, or recovering such property. Each employee shall take actions to safeguard his/her own personal belongings.

Identification Badge/Key Card

The safety and well-being of District students and staff is of paramount importance. Therefore, all staff members, during normal school hours, are required to wear the photo ID badge that is issued by the Red Oak Community School District. The District Office will issue an identification badge to all new employees. Loss or damage of the badge should be reported to a school building office or department director immediately so a replacement badge can be issued. The badge is the property of the District and must be returned upon termination of employment.

Gifts to Employees

Policy 403.4

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

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

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

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

- Contributions to a candidate or a candidate’s committee;
- Information material relevant to an employee’s official function, such as books, pamphlets, reports, documents, periodicals or other information that is recorded in a written, audio or visual format;
- Anything received from a person related within the fourth degree by kinship or marriage, unless the donor is acting as an agent or intermediary for another person not so related;
- An inheritance;
- Anything available or distributed to the general public free of charge without regard to the official status of the employee;
- Items received from a charitable, professional, educational or business organization to which the employee belongs as a dues paying member if the items are given to all members of the organization without regard to an individual member’s status or positions held outside of the organization and if the dues paid are not inconsequential when compared to the items received;
- Actual expenses of an employee for food, beverages, travel and lodging for a meeting, which is given in return for participation in a panel or speaking engagement at the meeting when the expenses relate directly to the day or days on which the employee has participation or presentation responsibilities;
- Plaques or items of negligible resale value given as recognition for public service;
- Nonmonetary items with a value of less than three dollars that are received from any one donor during one calendar day;
- Items or services solicited or given to a state, national or regional organization in which the state of Iowa or a school district is a member for purposes of a business or educational conference, seminar or other meeting or solicited by or given for the same purposes to state, national or regional government organizations whose memberships and officers are primarily composed of state or local government officials or

employees for purposes of a business or educational conference, seminar or other meeting;

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

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

- Actual expenses of an employee for registration, food, beverages, travel or lodging for a meeting, which is given in return for participation in a panel or speaking engagement at a meeting when the expenses relate directly to the day or days on which the employee has participation or presentation responsibilities;
- A nonmonetary gift or series of nonmonetary gifts donated within thirty days to a public body, an educational or charitable organization or the Iowa department of general services; or

- A payment made to an employee for services rendered as part of a private business, trade or profession in which the employee is engaged if the payment is commensurate with the actual services rendered and is not being made because of the person's status as an employee of the district, but, rather, because of some special expertise or other qualification.

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

Employee Conduct and Appearance

Policy 405.1

Employees are role models for the students who come in contact with them during and after school hours. The board recognizes the positive effect employees can have on students in this capacity. To this end, the board strongly suggests and encourages employees to dress themselves, groom themselves and conduct themselves in a manner appropriate to the educational environment. Employees will conduct themselves in a professional manner. Employees will act appropriately, professionally, and respectful in their roles as employees of the district. As role models for the students of the district, employees must recognize that their failure to act appropriately reflects negatively upon them and upon the district.

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

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

I. Commitment to the Student.

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

- a. Shall not without just cause restrain the student from independent action in a pursuit of learning and shall not without just cause deny the student access to varying points of view.
- b. Shall not deliberately suppress or distort subject matter for which the educator bears responsibility.
- c. Shall make reasonable effort to protect the student from conditions harmful to learning or to health and safety.
- d. Shall conduct professional business in such a way that the educator does not expose the student to unnecessary embarrassment or disparagement.

- e. Shall not on the basis of race, color, creed, age, sex, physical or mental handicap, marital status, or national origin exclude any student from participation in or deny the student benefits under any program nor grant any discriminatory consideration or advantage.
- f. Shall not use professional relationships with students for private advantage.
- g. Shall keep in confidence information that has been obtained in the course of professional service, unless disclosure serves professional purposes or is required by law.
- h. Shall not tutor for remuneration students assigned to the educator's classes, unless no other qualified teacher is reasonably available.

II. Commitment to the Public.

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

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

III. Commitment to the Profession.

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

- a. Shall not discriminate on the basis of race, color, creed, age, sex, physical or mental handicap, marital status, or national origin for membership in the profession, nor interfere with the participation or

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

IV. Commitment to Professional Employment Practices.

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

- a. Shall apply for, accept, offer, or assign a position or responsibility on the basis of professional preparation and legal qualifications.
- b. Should recognize salary schedules and the salary clause of an individual teacher's contract as a binding document on both parties. The educator should not in any way violate the terms of the contract.
- c. Shall not knowingly withhold information regarding a position from an applicant or misrepresent an assignment or conditions of employment.
- d. Shall give prompt notice to the employing agency of any change in availability of service, and the employing agent shall give prompt notice of change in availability or nature of a position.
- e. Shall adhere to the terms of a contract or appointment unless these terms have been legally terminated, falsely represented, or substantially altered by unilateral action of the employing agency.
- f. Shall not delegate assigned tasks to unqualified personnel.
- g. Shall use time or funds granted for the purpose for which they were intended.

V. Commitment of Board Members and Staff.

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

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

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

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

District Staff Dress, Accessories, and Grooming Code

The Red Oak Community School District believes that student performance, achievement, and preparation for lifetime success are positively affected by the professional appearance of the staff. The professional appearance (which includes dress, accessories, and other body adornments, and grooming) of staff members not only reinforces their own shared vision and their identity as highly motivated professionals working toward a common mission, but also strengthens their morale, sense of professionalism, dignity and self-worth; the community's attitude toward the school and the teaching profession in general; and directly and indirectly, the conduct, morale, and performance of the district's students.

All employees must exercise good judgment in their choice of professional appearance for work and work-related activities by always appearing in a way that is appropriate for the situation, and that will invoke a positive, impression from the community, provide appropriate role modeling for students, promote a working and learning environment that is free from unnecessary disruption, and be conducive to high student and staff performance. During the work day and anytime employees supervise work-related activities or functions to which the district, district personnel or district students participate, employees shall appear in a professionally appropriate manner. Items that are not acceptable in the workplace or at work-related activities include but are not limited to the following:

- Shorts of any kind (except for physical education or special events when appropriate).

- Skirts and dresses shorter than three (3) inches above the knee in the standing position.
- Non-collared shirts for men. There may be some sweaters or shirts designed without collars that would be appropriate.
- Apparel and accessories that have logos, graphics, or advertising related to bars/grills, alcohol, or tobacco products, or inappropriate gestures, or sayings.
- No revealing clothing, including low-cut tops, midriffs, revealing slits in the skirts, or inappropriate or sheer, tight or short clothing.
- No sunglasses and/or hats (inside the building).
- Athletic wear such as jogging suits, sweatshirts, sweat pants, and t-shirt (except for physical education or special events when appropriate).
- Employees are also restricted from displaying excessive body piercing.
- Tattoos should and will be covered.
- Blue denim jeans (this does not apply to skirts or jumpers) may be worn only on special days at the discretion of the building administrator. They must be in good condition with no holes or frayed edges.

If problems occur with the enforcement of this code, the Superintendent of Schools will address the problem with the building administrator or department directors. It is up to the building administrator or department director to ensure compliance with this code.

Accident Reporting

When an employee becomes seriously injured on the job, the employee's supervisor will attempt to notify a member of the family, or an individual of close relationship, as soon as the employee's supervisor becomes aware of the injury. If possible, an employee may administer emergency or minor first aid. An injured employee will be turned over to the care of the employee's family or qualified medical employees as quickly as possible. The school district is not responsible for medical treatment of an injured employee.

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

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

Attendance Expectations

The Red Oak CSD expects all employees to assume responsibility for their attendance and punctuality as an integral part of their employment. Regular attendance is expected of every employee. Employees should recognize that absences are disruptive to the work environment and decrease productivity and employee morale. Staff should realize that they are obligated to not make

commitments during the day that may be scheduled at an alternative time. Should an employee be unable to work because of illness, injury or any other reason, you are required to report the absence in AESOP as far in advance as possible, but no later than an hour before your normal starting time on each day of absence.

The District may require evidence to support a sick leave claim for any sick leave beyond four (4) days. Teachers or Teaching Associates requiring a substitute should follow notification rules as determined by the school principal. Departments of Maintenance/Operations, Transportation employees requiring a substitute should notify their department director. District Administrative Center employees shall notify the Business Manager of any absence due to illness.

Staff requesting professional leave should request the leave in AESOP in advance of any planned absence with approval by the building administrator or department director.

It is an expectation that employees remain in their position performing assigned duties during work hours unless prior approval is obtained from the immediate supervisor. Employees who are excessively absent, late to work, or leave work early without permission will be subject to corrective counseling and, when appropriate, disciplinary action. Absences of three consecutive days without proper notification and approval will be construed as job abandonment and will constitute a resignation from the District without proper notice.

Leaves of Absence

Certified Staff Leave

- Sick Leave - All employees shall be entitled to fifteen sick leave days each school year as of the first official day of said school year whether they report for duty on that day. Unused sick leave days, including those accumulated prior to this handbook, shall be accumulated from year to year with a maximum of ninety days.
- Personal Leave - At the beginning of each school year each employee shall be granted two days paid leave to be used for personal business that cannot be conducted outside school hours. Employees shall be compensated for any unused personal days at the end of the year at the rate of fifty dollars per day. Compensation will be based on remaining full days.
 - Two unused personal leave days may be accumulated from year to year with a maximum of four days. The employee will not be compensated for the accumulated personal leave day.
 - An employee planning to use personal leave shall notify his / her principal at least three days in advance, except in cases of emergency.
 - No more than two days of personal leave may be used immediately before or immediately after Thanksgiving vacation, Christmas vacation, and spring break.
 - The association will help facilitate the process of collecting information on personal leave accumulation.

- **Emergency Leave** - Employees shall be granted leave of absence at full pay not to exceed a total of eight days per year for the following: serious illness in the immediate family (spouse, children, son-in-law, daughter-in-law, mother, father, mother-in-law, father-in-law, brother, sister, brother-in-law, sister-in-law, grandparent, or grandchild, step-child, step-parent, aunt, uncle, niece, nephew, and the funeral of other relatives and close friends not covered under "Leaves for Funerals."
- **Leaves for Funerals** - Employees shall be granted leave of absence at full pay for funerals in the immediate family (spouse, children, son-in-law, daughter-in-law, mother, father, mother-in-law, father-in-law, brother, sister, brother-in-law, sister-in-law, grandparent, or grandchild) not to exceed a total of five days per incident. An extension of this leave may be granted in the discretion of the superintendent. Notification of funerals shall be given to the principal
- **Adoption Leave** - A leave of absence shall be granted to an employee in the event of his / her adoption of a child. The employee must notify the principal as soon as possible before the adoption that the leave will be requested. Such paid leaves shall not exceed five days per employee.
- **Association Leave** - Up to six days each year shall be available to the Association for its representative to attend conferences, conventions, or other activities of the local, state, and national affiliated organizations. The Association shall reimburse the Board for the cost of substitute teachers for the absent employees.
- **Educational improvement and Association leaves of absence** - Up to one year for educational improvement and two years for Association leave.

Sick Leave / Family Leave Bank

1. **Creation:** A voluntary leave bank and family leave bank will be created for the use of those employees who choose to donate to the banks. Enrollment will take place, for the purpose of determining membership, prior to September 15, or if an employee is hired by the district after the start of the school year, within twenty (20) days after beginning employment with the district. This enrollment will be the responsibility of the Board and Association jointly.

2. Eligibility:

a. A member of the banks, who is not eligible for long-term disability (under Article 5), may use the leave bank when his / her illness results in his / her using all sick leave and personal leave. In the case of serious long-term illness of a member's immediate family (parent, spouse, or child), when a member uses all emergency leave and personal leave, he / she may use the family leave bank. The member will make application to the Superintendent and the Association for days from the bank. The Superintendent and the Association President will jointly approve or deny the application.

b. The following criteria will be used in evaluating family leave applications: 1. Is the family illness serious enough to require the

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- absence of the employee? 2. Have all other emergency leave and personal days been used? 3. Will this illness require the absence of the employee for more than ten (10) working days?
3. Contributions:-Each year, if necessary, each member of the bank will contribute no more than one day of accumulated sick leave to a bank of days which shall be made available as personal sick leave to the members of the bank. Once a sick leave day has been contributed, the employee forfeits that day. Each year, if necessary, each member of the bank may contribute no more than one day of emergency leave to a bank of days which shall be made available as an emergency leave day to the members of the bank. Once an emergency day has been contributed, the employee forfeits that day.
4. Limitations: The bank of days, which will become available for use by the employee making application, shall never be more than the number of days issued to the employee at the beginning of the contract year (15 personal sick days and 8 emergency days), and is intended for serious personal and serious long-term family illness.
5. Utilization: The number of days available for any one member, in any one year, will be limited to the number of days issued at the beginning of each year and the number of days accumulated in the banks. Each year an accounting of the banks will be given to the association.

The purpose of the sick bank leave is to assist an employee by providing paid leave in situations involving serious personal and serious long-term family illness. It is not designed to cover routine absences nor absences of non-serious medical conditions.

Code No. 401.3

EMPLOYEE LEAVES AND ABSENCES

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

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

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

other factors the superintendent believes are relevant in making this determination.

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

Licensed Staff

- *Sick days - 15 per year accumulative to 90
- Personal days - Two (2) unused personal leave days may be accumulated from year to year with a maximum of four (4) days. The employee will not be compensated for the accumulated personal leave day.
- Jury days - full pay for time lost - remuneration received is remitted to ROCSD
- Professional days - approved leave must be requested and filed 7 days in advance
- **Emergency days - not to exceed 8 days for immediate family and funerals not covered under "funeral days"
- Funeral days - not to exceed 5 days for family members - may be extended by the discretion of the superintendent
- Adoptive days - not to exceed 5 days
- Association days - not to exceed 6 days - Association reimburses ROCSD for substitute costs
- Extended Association Leave
- Educational Improvement Leave

* Sick Leave Bank is in place. ** Family Leave Bank is in place.

Family and Medical Leave Act

Code No. 404.7

LICENSED EMPLOYEE FAMILY AND MEDICAL LEAVE

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

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

The district may require, or employees may request, to run concurrently applicable paid leave during any family and medical leave by meeting the requirements set out in the family and medical leave administrative rules. The requirements stated in the Master Contract between employees in the various collective bargaining units, if applicable, and the board and/or district regarding family and medical leave of such employees and the requirements stated in any other contract, collective or individual, between any employees and the board and/or district regarding family and medical leave of such employees will be followed. This policy provision, as well as all policy provisions, concerning family and medical leave may be applied differently to classified, non-classified, certified, non-certified and other classifications of employees. It is the responsibility of the superintendent/designee to develop administrative rules to implement this policy.

Code No. 404.7R1

EMPLOYEE FAMILY AND MEDICAL LEAVE REGULATION

A. School District Notice

1. The school district will post the notice in this series regarding family and medical leave.
2. Information on the Family and Medical Leave Act and the board policy on family and medical leave, including leave provisions and employee obligations will be provided annually. The information will be in the employee handbook.
3. When an employee requests family and medical leave, the school district will provide the employee with information listing the employee's obligations and requirements. Such information will include:
 - a. a statement clarifying whether the leave qualifies as family and medical leave and will, therefore, be credited to the employee's

annual 12-week entitlement or 26-week entitlement depending on the purpose of the leave;

- b. a reminder that employees requesting family and medical leave for their serious health condition or for that of an immediate family member must furnish medical certification of the serious health condition and the consequences for failing to do so or proof of call to active duty in the case of military family and medical leave;
- c. an explanation of the employee's right to run concurrently applicable paid leave for family and medical leave including a description of when the school district requires substitution of paid leave and the conditions related to the substitution; and
- d. a statement notifying employees that they must pay and must make arrangements for paying any premium or other payments to maintain health or other benefits.

B. Eligible Employees

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

C. Employee Requesting Leave (two types of leave)

- 1. Foreseeable family and medical leave
 - a. Definition - leave is foreseeable for the birth or placement of an adopted or foster child with the employee or for planned medical treatment.

- b. Employee must give at least thirty (30) days notice for foreseeable leave. Failure to give the notice may result in the leave beginning thirty (30) days after notice was received. For those taking leave due to military family and medical leave, notice should be given as soon as possible.
- c. Employees must consult with the school district prior to scheduling planned medical treatment leave to minimize disruption to the school district. The scheduling is subject to the approval of the health care provider.

2. Unforeseeable family and medical leave.

- a. Definition - leave is unforeseeable in such situations as emergency medical treatment or premature birth.
- b. Employee must give notice as soon as possible but no later than one to two workdays after learning that leave will be necessary.
- c. A spouse or family member may give the notice if the employee is unable to personally give notice.

D. Eligible Family and Medical Leave Determination

- 1. The following is a list of the acceptable purposes for family or medical leave:
 - a. The birth of a son or daughter of the employee and in order to care for that son or daughter prior to the first anniversary of the child's birth;
 - b. The placement of a son or daughter with the employee for adoption or foster care and in order to care for that son or daughter prior to the first anniversary of the child's placement;
 - c. To care for the spouse, son, daughter or parent of the employee if the spouse, son, daughter or parent has a serious health condition;
 - d. Employee's serious health condition that makes the employee unable to perform the essential functions of the employee's position;
 - e. Because of a qualifying exigency arising out of the fact that an employee's spouse, son or daughter or parent is on active duty

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or call to active duty status in support of a contingency operation as a member of the National Guard or Reserves; or

- f. Because the employee is the spouse, son or daughter, parent or next of kin of a covered service member with a serious injury or illness.
- 2. The school district may require the employee giving notice of the need for leave to provide reasonable documentation or a statement of family relationship.
 - 3. Medical certification.
 - a. When required:
 - i. Employees shall be required to present medical certification of the employee's serious health condition and inability to perform the essential functions of the job;
 - ii. Employees shall be required to present medical certification of the family member's serious health condition and that it is medically necessary for the employee to take leave to care for the family member; and/or
 - iii. Employees may be required to present certification of the call to active duty when taking military family and medical leave.
 - b. Employee's medical certification responsibilities:
 - i. The employee must obtain the certification from the health care provider who is treating the individual with the serious health condition;
 - ii. The school district may require the employee to obtain a second certification by a health care provider chosen by and paid for by the school district if the school district has reason to doubt the validity of the certification an employee submits. The second health care provider cannot, however, be employed by the school district on a regular basis;

- iii. If the second health care provider disagrees with the first health care provider, then the school district may require a third health care provider to certify the serious health condition. This health care provider must be mutually agreed upon by the employee and the school district and paid for by the school district. This certification or lack of certification is binding upon both the employee and the school district.
- c. Medical certification will be required fifteen (15) days after family and medical leave begins unless it is impracticable to do so. The school district may request recertification every thirty (30) days. Recertification must be submitted within fifteen (15) days of the school district's request.
- d. Employees taking military caregiver family and medical leave to care for a family service member cannot be required to obtain a second opinion or to provide recertification.
- e. Family and medical leave requested for the serious health condition of the employee or to care for a family member with a serious health condition which is not supported by medical certification will be denied until such certification is provided.
- f. An employee who fails to complete and return all necessary Family and Medical Leave Act documentation may have the leave designated by administration as approved family and medical leave, provided the leave is such that would be covered as approved family and medical leave.

E. Entitlement.

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

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- a. Deny the leave if entitlement is exhausted;
- b. Award leave available; and/or
- c. Award leave in accordance with other provisions of board policy or the collective bargaining agreement.

F. Type of Leave Requested.

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

- a. Reduced work schedule family and medical leave is available for:
 - i. the birth or adoption of the employee's child, foster care placement subject to agreement by the district;
 - ii. the employee or the employee's parent or child, when medically necessary, is suffering from a serious health condition;
 - iii. a qualifying exigency arising out of the fact that the employee's spouse, the employee's son or daughter, the employee's parent is on active duty or call to active duty status in support of a contingency operation as a member of the National Guard or Reserves; and/or
 - iv. the employee is the spouse, son or daughter, parent or next of kin of a covered service member with a serious injury or illness.
- b. In the case of foreseeable reduced work schedule leave, the employee must schedule the leave to minimize disruption to the school district operation.
- c. During the period of foreseeable reduced work schedule leave, the school district may move the employee to an alternative position with equivalent pay and benefits. *(For instructional employees, see G below.)*

G. Special Rules for Instructional Employees.

- 1. Definition - an instructional employee is one whose principal function is to teach and instruct students in a class, a small group or an individual setting. This includes, but is not limited to, teachers, coaches, driver's education instructors and special education assistants.
- 2. Instructional employees who request foreseeable medically necessary intermittent or reduced work schedule family and medical leave greater than twenty percent (20%) of the work days in the leave period may be required to:
 - a. Take leave for the entire period or periods of the planned medical treatment; or

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2. The employee contribution payments will be deducted from any money owed to the employee or the employee will reimburse the school district by delivery of cash or check to the employer's business office by the first day of the month in which premiums are due to the carrier.
 3. An employee who fails to make the health care contribution payments within thirty (30) days after they are due will be notified that their coverage may be canceled if payment is not received within an additional fifteen (15) days.
 4. An employee may be asked to re-certify the medical necessity of family and medical leave for the serious medical condition of an employee or family member once every thirty (30) days and return the certification within fifteen (15) days of the request.
 5. The employee must notify the school district of the employee's intent to return to work at least once each month during their leave and at least two (2) weeks prior to the conclusion of the family and medical leave.
 6. If an employee intends not to return to work, the employee must immediately notify the school district, in writing, of the employee's intent not to return. The school district will cease benefits upon receipt of this notification.
- I. Use of paid leave for family and medical leave.
1. The district may require, or an employee may request, their unpaid family and medical leave run concurrently with applicable paid leave available to the employee under board policy, individual contracts or the collective bargaining agreement, as outlined in the family and medical leave administrative rules. When the district determines that paid leave is being taken for an FMLA reason, the district will notify the employee within two (2) business days that the paid leave will be counted as FMLA leave.
 2. The district may require, or an employee may request, to run concurrently paid sick and/or personal leave with unpaid FMLA leave for the serious health condition of the employee only. Upon the expiration of paid leave, the FMLA leave for the serious health condition of the employee is unpaid.

3. The district may require, or an employee may request, to run concurrently paid family sick leave and personal leave with unpaid FMLA leave for the serious health condition of an employee's family member. Upon the expiration of paid leave, the FMLA leave for the serious health condition of an employee's family member is unpaid.
4. The district may require or an employee may request to run concurrently paid sick leave/family illness leave with their unpaid FMLA leave for the birth of their child as follows: a mother may run concurrently her available paid sick leave for so long as her health care provider certifies that she is unable to perform the essential functions of her job/has a serious health condition; a mother may run concurrently her available paid family illness leave for so long as a health care provider certifies that her newborn infant has a serious health condition; and a spouse may run concurrently his/her available paid family illness leave for so long as a health care provider certifies that the employee is needed to care for the mother who has a serious health condition or child who has a serious health condition. Upon the expiration of paid leave, the FMLA leave for the birth of a child or for the placement of a child for adoption or foster care is unpaid.
5. The district may require, or an employee may request, to run concurrently available paid personal leave with their unpaid FMLA leave for the birth of their child or for placement with the employee of a child for adoption or foster care. Upon the expiration of paid leave, the FMLA leave for the birth of a child or for the placement of a child for adoption or foster care is unpaid.

EMPLOYEE FAMILY AND MEDICAL LEAVE DEFINITIONS

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

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

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

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

- A period of incapacity (i.e., inability to work, attend school or perform other regular daily activities due to the serious health condition, treatment for or recovery from) of more than three consecutive calendar days and any subsequent treatment or period of incapacity relating to the same condition that also involves:
 - treatment two or more times by a health care provider, by a nurse or physician's assistant under direct supervision of a health care provider, or by a provider of health care services (e.g., physical therapist) under orders of, or in referral by, a health care provider; or
 - treatment by a health care provider on at least one occasion which results in a regimen of continuing treatment under the supervision of the health care provider.
- Any period of incapacity due to pregnancy or for prenatal care.
- Any period of incapacity or treatment for such incapacity due to a chronic serious health condition. A chronic serious health condition is one which:
 - requires periodic visits for treatment by a health care provider or by a nurse or physician's assistant under direct supervision of a health care provider;
 - continues over an extended period of time (including recurring episodes of a single underlying condition); and
 - may cause episodic rather than a continuing period of incapacity (e.g., asthma, diabetes, epilepsy, etc.).

- Any period of incapacity which is permanent or long-term due to a condition for which treatment may not be effective. The employee or family member must be under the continuing supervision of, but need not be receiving active treatment by, a health care provider. Examples include Alzheimer's, a severe stroke or the terminal stages of a disease.
- Any period of absence to receive multiple treatments (including any period of recovery) by a health care provider or by a provider of health care services under orders of, or on referral by, a health care provider, either for restorative surgery after an accident or other injury, or for a condition that would likely result in a period of incapacity of more than three consecutive calendar days in the absence of medical intervention or treatment, such as cancer (chemotherapy, radiation, etc.), severe arthritis (physical therapy), kidney disease (dialysis).

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

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

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

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

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

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

Health Care Provider-

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

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

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

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

auxiliary personnel such as counselors, psychologists, curriculum specialists, cafeteria workers, maintenance workers, bus drivers, or other primarily noninstructional employees.

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

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

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

Next of Kin - an individual’s nearest blood relative

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

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

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

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

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

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

- Inpatient care (i.e. an overnight stay) in a hospital, hospice or residential medical care facility including any period of incapacity (for purposes of this section, defined to mean inability to work, attend school or perform other regular daily activities due to the serious health condition, treatment for or

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

eye examinations or dental examinations. Under this definition, a regimen of continuing treatment includes, for example, a course of prescription medication (e.g., an antibiotic) or therapy requiring special equipment to resolve or alleviate the health condition (e.g., oxygen). A regimen of continuing treatment that includes the taking of over-the-counter medications such as aspirin, antihistamines, or salves; or bed rest, drinking fluids, exercise and other similar activities that can be initiated without a visit to a health care provider, is not, by itself, sufficient to constitute a regimen of continuing treatment for purposes of FMLA leave.

- Conditions for which cosmetic treatments are administered (such as most treatments for acne or plastic surgery) are not “serious health conditions” unless inpatient hospital care is required or unless complications develop. Ordinarily, unless complications arise, the common cold, the flu, ear aches, upset stomach, ulcers, headaches other than migraine, routine dental or orthodontia problems, periodontal disease, etc., are examples of conditions that do not meet the definition of a serious health condition and do not qualify for FMLA leave. Restorative dental or plastic surgery after an injury or removal of cancerous growths are serious health conditions provided all the other conditions of this regulation are met. Mental illness resulting from stress or allergies may be serious health conditions, but only if all the conditions of this section are met.
- Substance abuse may be a serious health condition if the conditions of this section are met. However, FMLA leave may only be taken for treatment for substance abuse by a health care provider or by a provider of health care on referral by a health care provider. On the other hand, absence because of the employee’s use of the substance, rather than for treatment, does not qualify for FMLA leave.
- Absence attributable to incapacity under this definition qualify for FMLA leave even though the employee or the immediate family member does not receive treatment from a health care provider during the absence, and even if the absence does not last more than three days. For example, an employee with asthma may be unable to report for work due to the onset of an asthma attack or because the employee’s health care provider has advised the employee to stay home when the pollen count exceeds a certain level. An employee who is pregnant may be unable to report to work because of severe morning sickness.

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

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

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

Code No. 404.7E1

EMPLOYEE FAMILY AND MEDICAL LEAVE NOTICE TO EMPLOYEES

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

For additional information or to file a complaint:

1-866-4-USWAGE

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

www.dol.gov/whd

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

EMPLOYEE FAMILY AND MEDICAL LEAVE REQUEST FORM

Date: _____

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

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

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

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

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

continuous

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

intermittent leave for the:

- birth of my child or adoption or foster care placement subject to agreement by the district
- serious health condition of myself, parent, or child when medically necessary

Details of the needed intermittent leave:

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

___ reduced work schedule for the:

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

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

Details of needed reduction in work schedule as follows:

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

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

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

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

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

Signed _____

Date _____

Holidays

- Labor Day
- Thanksgiving Day
- Christmas Day
- New Year's Day
- Good Friday

Employee Hours

A. Regular Workday

The regular workday shall be an eight-hour day with the beginning and ending times to be determined by the District except as provided below. The employee's workday shall include a duty-free lunch of at least twenty-five (25) minutes. On Fridays and on days immediately preceding holidays and recess periods, and on days when students are dismissed early for inclement weather, the employee's day shall end ten (10) minutes after the students at the last building have been dismissed.

B. Meetings

1. Employees may be required to attend meetings after school for the purpose of curriculum committee meetings, or state or federal mandated committee meetings, two (2) days each month. Such meetings shall not be called on Friday afternoons or on the afternoons immediately preceding a holiday or recess period except in case of emergency. Attendance beyond 4:00 pm will result in employees receiving time compensation. For each such meeting extending beyond 4:00 pm, the employee will receive one early after-school departure ten (10) minutes after the students of the employee's building have been dismissed. The early after-school departure must be taken within ten (10) working days after the meeting, with notification given to the building principal. Employees may volunteer to attend additional meetings.

2. Employees may be required without additional compensation to report before or remain after the regular workday for the purpose of attending faculty or other administratively called meetings two (2) days each month. Such meetings shall begin no earlier than 7:45 am and shall end no later than 4:30 pm. Such meetings shall not be called on Friday afternoons or the afternoons immediately preceding a holiday or recess period except in cases of emergency.
3. In addition, employees may be required without additional compensation to attend no more than six (6) evening meetings outside of the regular school day each year, with four (4) of such meetings to be used for parent-teacher conferences. The workday shall not exceed eleven (11) hours.
4. If employees work two (2) evening parent-teacher conferences in the same week, they will receive Friday of that week off with full pay. The additional work time spent at the evening parent-teacher conferences must total a minimum of seven (7) hours. If employees work one (1) evening parent-teacher conference, for a minimum of three and one half (3½) hours, they will receive Friday afternoon off with full pay.
5. Employees shall participate in planned professional development activities as scheduled, when school is dismissed early. Such professional development activities shall be scheduled for a 2-hour period and end no later than end of the regular workday. The hours of the regular workday will not be affected.

Confidentiality

All information concerning employees, students, clients, donors, and organizations with which the Red Oak Community School District does business is to be considered privileged and maintained in strict confidence. All employees are responsible for protecting the confidentiality of such information. Violation of confidentiality will be grounds for disciplinary action, up to and including discharge.

Information concerning past and present employees, other than essential employment verification, will not be released without the proper written authorization request under Iowa's public records law. Student education records are treated as confidential under the Family Educational Rights and Privacy Act of 1974.

At the end of an individual's employment with the District, the individual must return all documents, both originals and copies, containing any confidential information, as well as any computer tool on which confidential information may

be stored or recorded. Former employees of the District should not disclose any confidential information after their employment relationship with the District has ended. "Proprietary Materials" are all property related to the District's business in any way, including email, documents, reports, formulas, product information, manuals, tools, equipment, handbooks, computer printouts, customer lists and other property related to the District's business.

Corrective Intervention

The Red Oak Community School District operates from the assumption that all employees are responsible adults who take their work seriously and conduct themselves with pride and self-respect. It is believed that employees will rarely lapse from competent work habits or violate established rules and regulations. Employees are expected to quickly correct any lapses in their work and address any violation of rules or policies if brought to their attention in a professional, constructive manner. The District takes a corrective action approach to helping employees resolve performance deficiencies or addressing policy/rule infractions. Corrective actions are determined based on the appropriateness to the infraction and at a level of intervention deemed appropriate to address the issue. The employer may, in its sole discretion, bypass any step in the corrective intervention process or decide not to use it at all.

Minor first offenses are addressed with verbal counseling or reprimands. Serious, or more frequent violations warrant more serious action, up to and including termination. Types of corrective action include but are not limited to:

- Verbal warning or counseling
- Written warning in the form of a letter or memo
- Suspension
- Discharge/termination

The corrective action chosen will be appropriate to the infraction and will be based on a number of factors including, but not limited to, the work record of the employee, previous occurrences of similar incidents, any previous corrective action taken, the severity of the incident and the likelihood that changed/corrected behavior would result from the action taken. Administration reserves the right to terminate in cases of serious or grievous infractions. Deficiencies and infractions include but are not limited to, unsatisfactory work performance, inappropriate work conduct, rule or policy violations, attendance infractions, etc.

The Red Oak Community School District will abide all terms and conditions for employee intervention / assistance found/articulated in the master contracts for the Red Oak Education Association, the Red Oak Support Staff Association, and/or in the Iowa Code.

Staff Reduction

- A. In case of staff reduction, an employee affected by the reduction and covered by the certified staff Master Contract Agreement shall be notified no later than the 15th of April preceding the school year.
- B. Layoff and Staff Reduction
The Board shall have the right to determine whether it is necessary to have a reduction of staff. When the Board determines the reduction of staff is necessary, the following procedures shall be used.
1. The employer shall attempt to accomplish reduction through natural attrition of employees teaching within the classification where reduction is being made.
 2. If reduction of staff cannot be accomplished in accordance with the paragraph B1 above, the Board shall determine which employee(s) is / are to be terminated according to the needs of the District. These needs shall include the following:
 - Seniority
 - Employee evaluations
 - Breadth of certification and endorsements
 - Depth of educational preparation
 - Involvement of teachers in co-curricular activities

Seniority shall be the first thing looked at. There will be a review of evaluations made prior to final determination of reduction. If someone is to be reduced but has endorsements which would place them in a position held by a more senior person who received an unsatisfactory evaluation or is on an Intensive Assistance Plan the less senior person holding a positive evaluation shall have the right to the position. The more senior person with the unsatisfactory evaluation or Intensive Assistance Plan shall be the one reduced.

- C. Seniority
Definition of Seniority. "Seniority" for the purposes of this process shall be based on the date of beginning continuous part-time or full-time employment as an employee covered by the Master Contract Agreement. One year of half-time employment will be considered equal to one-half year of full-time employment. Part-time employees will have their seniority prorated accordingly. If two or more employees have the same number of years of continuous full-time or part-time employment with the district, the employee who signed his / her initial contract of employment first shall be considered as most senior.
- D. Recall Provisions
1. Any employee terminated under this process shall be recalled in reverse order of layoff to available positions. The recall shall be pursuant to this

- process for a period of one year from the date of termination. Such request, in writing, is to be made known to the superintendent of schools within thirty days from the time the employee received notification of termination.
2. The school personnel office shall be kept informed by the terminated employees of current addresses, telephone number, and interest of recall.
 3. Any employee who is recalled for a position after having been terminated or discharged under the above process shall be placed on the salary schedule at one step above that of the contract year in which terminated providing he / she is not at the maximum in his / her educational lane, and shall have any unused sick leave that had been accrued, reinstated.
 4. An employee who is recalled must report to the Personnel Office to indicate his / her interest in the assignment within ten calendar days of the recall notice.

Red Oak Community School District: Technology Acceptable Use Policy

Code No. 605.6

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APPROPRIATE USE OF DISTRICT TECHNOLOGY, NETWORK SYSTEMS, AND INTERNET ACCESS

The board is committed to making available to students and employees' access to a wide range of electronic learning facilities, technology (potentially including, but not limited to, computers, tablets, and handheld devices), equipment and software, network systems, and the internet. The goal in providing this technology and access is to support the educational objectives and mission of the school district and to promote resource sharing, innovation, problem solving, and communication.

The school district's technology, network and/or internet connection are not a public access service or a public forum. The school district has the right to place reasonable restrictions on the material accessed and/or posted through the use of its technology, network and/or internet connection, including the use of personal technology brought into the school district by students and staff and the ability of students and staff to access the school district's network systems and internet access using personal technology.

The school district's technology, network systems, and internet access shall be available to all students and staff within the school district. However, access is a privilege, not a right. Each student and employee must have a signed acceptable use agreement on file prior to having access to and using the school district's technology, network, and the internet. The amount of time and type of access

available for each student and employee may be limited by the school district's technology and the demands for the use of the school district's technology.

Individual student accounts and electronic mail addresses may be issued to students. Even if students have not been given access to and/or use of the school district's technology, network, and the internet, they may still be exposed to information from the school district's technology, network, and/or the internet in guided curricular activities at the discretion of their teachers. If a student already has an electronic mail address, the student will not be permitted to use the address to send and receive mail at school.

Students and employees shall only engage in appropriate, ethical, and legal utilization of the school district's technology, network systems, and internet access. Student and employee use of the school district's technology, network, and internet access shall also comply with all school district policies and regulations. Employees and students will be instructed on the appropriate use of the internet. Parents/guardians will be required to sign a permission form to allow their students to access the internet. Students will sign a form acknowledging they have read and understand the Internet Acceptable Use policy and regulations, that they will comply with the policy and regulations and understand the consequences for violation of the policy or regulations.

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APPROPRIATE USE OF DISTRICT TECHNOLOGY, NETWORK SYSTEMS, AND INTERNET ACCESS

Students, parents/guardians, and employees may be asked from time to time to sign a new consent and/or acceptable use agreement to reflect changes and/or developments in the law or technology. When students, parents/guardians, and employees are presented with new consent and/or acceptable use agreements to sign, these agreements must be signed for students and/or staff to continue to have access to and use of the school district's technology, network systems, and the internet.

Inappropriate use and/or access will result in the restriction and/or termination of the privilege of access to and use of the school district's technology, network, and internet access and may result in further discipline for students up to and including expulsion and/or other legal action and may result in further discipline for employees up to and including termination of employment and/or other legal

action. The school district's administration will determine what constitutes inappropriate use and its decision will be final.

The school district may close a user account at any time as required and administrators, faculty, and staff may request the technology coordinator to deny, revoke, or suspend user accounts. Any user identified as a security risk or having a history of problems with technology and/or network systems may be denied access to the school district's technology, network systems, and the internet. Students and employees will be instructed by the school district's technology coordinator or other appropriate personnel on the appropriate use of the school district's technology, network, and the internet.

The internet can provide a vast collection of educational resources for students and employees. It is a global network which makes it impossible to control all available information. Because information appears, disappears and changes constantly, it is not possible to predict or control what students may locate. The school district makes no guarantees as to the accuracy of information received on the internet. Some students might encounter information that may not be of educational value.

The school district will, within the curriculum currently being offered, include age-appropriate content related to children's use of the internet. This may include anti-bullying and harassment considerations, social networking considerations, and other considerations involving internet usage.

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APPROPRIATE USE OF DISTRICT TECHNOLOGY, NETWORK SYSTEMS, AND INTERNET ACCESS

The school district has the right, but not the duty, to monitor any and all aspects of its technology, network systems and internet access including, but not limited to, monitoring sites students and staff visit on the internet and reviewing e-mail. The administration and the technology coordinator shall have both the authority and right to examine all technology and internet activity including any logs, data, e-mail, storage, and/or other technology related records of any user. The use of e-mail is limited to school district and educational purposes only. Students and staff waive any right to privacy in anything they create, store, send, disseminate or receive on the school district's technology and network systems, including the internet.

No warranties, expressed or implied, are made by the school district for the technology and internet access being provided. Although the school district has taken measures to implement and maintain protection against the presence of viruses, spyware, and malware on the school district's technology, network systems, and internet access, the school district cannot and does not warranty or represent that the school district's technology, network systems or internet access will be secure and free of viruses, spyware or malware at all times. The school district, including its officers and employees, will not be responsible for any damages including, but not limited to, the loss of data, delays, non-deliveries, misdeliveries or service interruptions caused by negligence or omission. Individual users are solely responsible for making backup copies of their data. The school district is not responsible for the accuracy of information users access on the internet and is not responsible for any unauthorized charges students or employees may incur as a result of their use of the school district's technology, network systems, and/or internet access. Any risk and/or damages resulting from information obtained from the school district's technology, network systems, and/or internet access is assumed by and is the responsibility of the user.

The interpretation, application, and modification of this policy are within the sole discretion of the school district. Any questions or issues regarding this policy should be directed to the superintendent, any building principal or the technology coordinator.

The board will review and update this policy as necessary. The district will maintain this policy at least five (5) years after the termination of funding pursuant to the Children's Internet Protection Act (CIPA) or E-rate.

**APPROPRIATE USE OF DISTRICT TECHNOLOGY,
NETWORK SYSTEMS, AND INTERNET ACCESS REGULATION**

- I. Responsibility for Internet Appropriate Use.
 - A. The authority for appropriate use of electronic internet resources is delegated to the licensed employees.
 - B. Instruction in the proper use of the internet will be available to employees who will then provide similar instruction to their students.
 - C. Employees are expected to practice appropriate use of the internet, and violations may result in discipline up to, and including, discharge. Violations relating to or supporting of illegal activities will be reported to law enforcement agencies.
- II. Internet Access.
 - A. Access to the internet is available to teachers and students as a source of information and a vehicle of communication.
 - B. Students will be able to access the internet while at school under the supervision of a staff member. Individual student accounts and electronic mail addresses may be issued to students at this time.
 1. Making internet access available to students carries with it the potential that some students might encounter information that may not be appropriate for students. However, on a global network, it is impossible to control all materials. Because information on the internet appears, disappears and changes, it is not possible to predict or control what students may locate.
 2. It is a goal to allow teachers and students access to the rich opportunities on the internet, while we protect the rights of students and parents/guardians who choose not to risk exposure to questionable material.
 3. The smooth operation of the network relies upon the proper conduct of the end users who must adhere to strict guidelines which require efficient, ethical and legal utilization of network resources.

4. To reduce unnecessary system traffic, users may use real-time conference features such as talk/chat/internet relay chat only as approved by the supervising teacher.
5. Transmission of material, information or software in violation of any board policy or regulation is prohibited.
6. Users will be allowed to download and upload files that pass the requirements of the virus protection and/or content filter technologies that are in place.
7. The school district makes no guarantees as to the accuracy of information received on the internet.

III. Permission to Use Internet

- A. Annually, parents/guardians of students under the age of 18 will grant permission for their student to use the internet using the prescribed form.

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- B. All employees will sign the "District Employee Technology Usage Agreement" and return it to the Central Office.
- C. People using the guest wireless network to access the internet will be required to agree to the terms of use before they are granted access.

IV. Student Use of Internet.

- A. Equal Opportunity - The internet is available to all students who have permission to use the internet within the school district under the supervision of a staff member. The amount of time available for each student may be limited by the number of available terminals and the demands for each terminal.
 1. It is possible that students in grades 6-12 who have a school-issued device as part of the 1:1 program will access the internet without direct supervision of a staff member during the school day.
 2. Students in grades 6-12 who have a school-issued device as part of the 1:1 program will be able to access the internet while away from school. Because they will be accessing the internet via the school's internet service and content filtering technology, the same rules apply.
 3. The internet is available to all staff that has a District Employee Technology Usage Agreement on file with Central Office.
- B. Digital Citizenship

1. The use of the network is a privilege and may be taken away for violation of board policy or regulations. As a user of the internet, employees and students may be allowed access to other networks. Each network may have its own set of policies and procedures. It is the user's responsibility to abide by the policies and procedures of these other networks.
2. Internet Safety
 - a. Users shall not post personal contact information on the internet with district-owned devices. This includes name, age, gender, home address, or telephone number. This does not include posts made on the school's learning management system.
 - b. Users should not share personal photos, personal videos, or photos/videos of others that do not support the curriculum or that are inappropriate.
 - c. Students shall not engage in instant messaging or social networking sites at any time during the school day except when such has been approved for classroom use.
 - d. Students should inform district personnel of any threatening, derogatory, or obscene communication immediately.
3. Cyberbullying— The Board Policy forbids cyberbullying. For the purposes of this policy, "cyberbullying" shall mean using digital communication capabilities on any electronic device to bully others by:
 - a. Sending or posting cruel messages or images
 - b. Threatening others
 - c. Excluding or attempting to exclude others from activities or organizations.
 - d. Starting or passing on rumors about others or the school system.

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- e. Harassing or intimidating others.
- f. Sending angry, rude, or vulgar messages directed at a person or persons privately or to an online group.

- g. Sending or posting harmful, untrue or cruel statements about a person to others.
 - h. Pretending to be someone else and sending or posting material that makes that person look bad or places that person in potential danger.
 - i. Sending or posting material about a person that contains sensitive, private, or embarrassing information, including forwarding private messages or images.
 - j. Engaging in tricks to solicit embarrassing information that is then made public.
4. Employees and students should adhere to on-line protocol:
- a. Respect all copyright and license agreements.
 - b. Cite all quotes, references and sources.
 - c. Remain on the system long enough to get needed information, then exit the system.
 - d. Apply the same privacy, ethical and educational considerations utilized in other forms of communication.
 - e. Copyright—The Red Oak School District views copyright as a critical issue in regards to 21st Century learning. Copyright, and the related areas of trademark and licensing, are one of the most important issues to be addressed and taught to students. Copyright protects the rights of creators and users of information. Students and employees of the Red Oak Community School District are expected to follow copyright law.
 - 1) Plagiarism—The dictionary defines plagiarism as “taking ideas or writings from another person and offering them as your own.” The person who leads readers to believe that they are reading original work when it is copied, is guilty of plagiarism. The person who created a piece of work, should always be given credit. With the amount of cutting and pasting that is done via the internet, it is important that the guidelines of plagiarism are followed and credit is always given to the author of any piece of work.
 - 2) Fair Use—Fair use is part of the copyright law, and can be used when completing school work. If copying is not specifically prohibited in the copyright law, then it may be allowed under fair use. Users need to make good decisions about the specific circumstances

in which they are using others' work. Students and employees of the Red Oak School District are expected to follow the fair use guidelines that are provided in the Board Policy Manual.

- 3) **Public Domain**—Users may upload creative works that are in the public domain for their own use. Users are responsible for determining whether a program is in the public domain.

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- 4) **File Sharing**—The installation and/or use of any internet-based file-sharing tools is prohibited. File-sharing programs and protocols like BitTorrent, Limewire, Kazaa, Acquisition and others may not be used to facilitate the illegal sharing of copyrighted material (music, video, and images).
5. **Email**—Employees and Students should use only district-assigned email accounts or other approved forms of digital communication while at school. Employees and students are expected to adhere to the following guidelines:
 - a. School-issued email accounts will be accessed using the district supported and approved client software.
 - b. Users are responsible for their passwords and accounts. At no time should one share his or her passwords with other users. Users are not to use, or allow others to use their email or other accounts. Any inappropriate use can result in the loss of the account as specified in the Acceptable Use Policy.
 - c. Information transported using district email and other district owned accounts is not to be considered private, secure, or confidential. All electronic communication generated on district-owned hardware is considered the property of the school district and may be reviewed and deleted as needed to ensure network integrity and confidentiality.
 - d. Email and other electronic communication should reflect professional standards at all time. School accounts should only be used for school related correspondence. With regards to personal email use, occasional sending or receiving of personal messages by staff or students is inevitable. This type of incidental personal use is permitted providing it does not violate district policy, adversely affect others, the speed of the network, or the employee's professional responsibilities, including using instructional time for personal communication.

- e. District owned resources should never be used for the conduct of any personal, discriminatory, or unlawful business. This includes use for commercial purposes, advertising, and political lobbying.
- f. In addition to the regulations listed above, users are expected to adhere to the following guidelines:
 - 1) Read email on a regular basis
 - 2) Delete unwanted messages immediately
 - 3) Use of vulgar and/or abusive language is prohibited
 - 4) Always sign your name to a message
 - 5) Acknowledge that you have received a document or file that someone has sent to you

C. Restricted Material

- 1. Employees and students will not intentionally access, transmit, or download any text file or engage in any conference that:
 - a. includes material which is obscene, libelous, indecent, vulgar, profane or lewd.
 - a. advertises any product or service not permitted to minors by law.

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- c. constitutes insulting or fighting words, the very expression of which injures others. or harasses
 - d. presents a clear and present likelihood that, either because of its content or the manner of distribution, it will cause a material and substantial disruption of the proper and orderly operation and discipline of the school or school activities.
 - e. will cause the commission of unlawful acts or the violation of lawful school regulations.
- 2. Users agree to inform an appropriate district employee immediately if he or she:
 - a. accidentally enters an internet site that is inappropriate as defined by this policy.
 - b. accidentally changes the configurations on any computer.
 - c. receives a message which makes him or her uncomfortable or is offensive.
 - 3. Use of social network sites, game sites, chat rooms, and other similar sites, except under the direction of a classroom teacher during instructional hours is prohibited.

4. Any user of district technology resources used in the context of the school is prohibited from viewing, sending, or composing any digital communication that indicates or suggests unethical or illegal solicitation, racism, sexism, language that is inappropriate for the educational setting, cyberbullying, harassment, pornography, and other issues, including those defined by the nondiscrimination policy of the district.
 5. Employees and students are prohibited from installing any unauthorized software, including personally owned software, on district-owned computers without permission from the district technology director.
 6. All users are responsible for ensuring that any storage media that is brought in from outside the school are virus free and do not contain any unauthorized or inappropriate files as defined in this document.
- D. Unauthorized Costs - If an employee or student gains access to any service via the internet which has a cost involved or if an employee or student incurs other types of costs, the user accessing such a service will be responsible for those costs.
- E. Abuse of Network Privileges
1. Employees and students will not use the network in such a way that would disrupt the use of the network by others.
 - a. Users should never share their password with anyone or use another user's password.
 - 1) Users who share their passwords will be considered responsible any results of such use.
 - 2) If a user believes others know their password and if any user files have been altered, he or she should notify a district employee.
 - b. Students should never use teachers' computers without permission or supervision.
 - c. Teachers should never allow students to use any device while the teacher is logged in.

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- d. Gaining or attempting to gain unauthorized access to others' files or vandalizing the data of another user is prohibited.
- F. Vandalism is not permitted and will be strictly disciplined.
1. Vandalism is defined as any attempt to harm or destroy computer equipment as well as the data of another user or of another agency or network that is connected to the internet.
 2. Vandalism includes, but is not limited to the uploading, downloading, or creation of computer viruses, or programs that

infiltrate computer systems and/or damage software components.

V. District Rights and Responsibilities

- A. Teachers and those assisting students are responsible for teaching proper techniques and standards for participation, for guiding student access to appropriate areas of the internet, for assuring that students understand what constitutes misuse of the internet, and the consequences of misuse. Teachers should model appropriate behavior and enforce the Acceptable Use Agreement.
- B. The district shall provide all reasonable software for use by staff and students.
- C. All software/hardware purchases need approval of the superintendent.
- D. Red Oak Community School District reserves the right to monitor all activity and use of the network. This includes, but is not limited to, monitoring downloads, files, and documents stored on any school-owned hardware, checking internet histories and cache files, observing users' screens, reading email if deemed necessary, and blocking what the district considers inappropriate sites.
- E. The district technology staff routinely monitors and performs maintenance on file servers, email, workstations, the internet, and user accounts. During these procedures, it may be necessary to review email and/or files stored on the network. Users should avoid storing personal and/or private information on the district and/or school's technology resources.
- F. If routine maintenance and monitoring of the district's systems shows that a user has violated this agreement, another school district agreement or law, school district officials will conduct an individual investigation or search.
- G. Sanctions may be both internal, involving loss of privileges or other district measures; and external, involving civil or criminal action under state or federal laws. All inappropriate items can be confiscated and only be returned to a parent/guardian.

VI. Student Violations--Consequences and Notifications.

- A. Students who access restricted items on the internet are subject to the appropriate action described in board policy or regulations or the consequences found in the table on the next page.
- B. Parents/Guardians will be notified of all violations of this Acceptable Use Agreement in a written letter or email from a school administrator or the technology coordinator.

Employee Use of Cell Phones

The use of cell phones and other communication devices may be appropriate to provide for the effective and efficient operation of Red Oak Schools and to help ensure safety and security of people and property while on school district property or engaged in school sponsored activities.

Employees may possess and use cell phones while on duty. Employees should not use cell phones for personal business while on-duty, including staff development times, parent-teacher conferences, etc., except in the case of an emergency or during prep time or break/lunch times.

Corporal Punishment

Corporal punishment is defined as the intentional physical punishment of a student and is prohibited. It includes the use of unreasonable or unnecessary physical force or physical contact made with the intent to harm or cause pain. No employee is prohibited from using reasonable and necessary force, not designed or intended to cause pain, in order to accomplish any of the following:

- To quell a disturbance or prevent an act that threatens physical harm to any person.
- To obtain possession of a weapon or other dangerous object within a pupil's control.
- For the purposes of self-defense or defense of others as provided for in Iowa Code section 704.3.
- For the protection of property as provided for in Iowa Code section 704.4 or 704.5.
- To remove a disruptive pupil from class or any area of school premises or from school-sponsored activities off school premises.
- To protect a student from the self-infliction of harm.
- To protect the safety of others.
- Using incidental, minor, or reasonable physical contact to maintain order and control.

Abuse of Students by School District Employees

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

The school district will respond promptly to allegations of abuse of students by school district employees by investigating or arranging for the investigation of an allegation. The processing of a complaint or allegation will be handled

confidentially to the maximum extent possible. Employees are required to assist in the investigation when requested to provide information and to maintain the confidentiality of the reporting and investigation process.

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

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

Code No. 403.3R1

ABUSE OF STUDENTS BY SCHOOL DISTRICT EMPLOYEES REGULATION

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

The report will contain the following:

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

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

investigator and will keep the report confidential to the maximum extent possible.

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

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

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

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

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

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

Code No. 403.3E1

ABUSE OF STUDENTS BY SCHOOL DISTRICT EMPLOYEES

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

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

Student's Name and
Address: _____

Student's Telephone number: _____

Student's School:

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

Allegation is of _____ Physical abuse _____ Sexual abuse _____

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

Were there any witnesses to the incident or are there students or persons who may have information about this incident? _____yes _____no

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

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

_____ Yes _____ No Telephone Number _____

Has any professional person examined or treated the student as a result of the incident? _____yes _____no _____unknown

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

Has anyone contacted law enforcement about this incident? ____yes ____no

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

Your name, address and telephone number:

Relationship to student:

Complainant Signature

Witness Signature

Date

Witness Name (please print)

Witness Address

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

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

ABUSE OF STUDENTS BY SCHOOL DISTRICT EMPLOYEES

Report of Level I Investigation

Students Name: _____

Student's Age _____ Students
Grade: _____

Student's Address: _____

Student's School: _____

Name of accused school employee: _____
Building: _____

Name and address of person filing
report: _____

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

Date report of abuse was filed: _____

Allegation is: Physical Abuse: _____ Sexual
Abuse: _____

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

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

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

Yes No Was the right exercised? Yes No

Were audio tapes made of any interviews? Yes No

Were video tapes made of any interviews? Yes No

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

Yes No

If yes, describe:

student excused from school school employee placed on

student assigned to different class other (please specify)

Level I investigator's conclusions:

The complaint is being dismissed for lack of jurisdiction.

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

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

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

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

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

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

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

Complaint was withdrawn.

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

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

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

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

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

Current status of investigation:

Closed. No further investigation is warranted.

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

Deferred to law enforcement officials.

Turned over to Level II investigator.

Other comment: _____

I have given a copy of the report of abuse and of this investigative report to the employee named in the report, the employee's supervisor, and the student's parent or guardian and informed the person filing the report of the options of contacting law enforcement,

private counsel, or the State Board of Educational Examiners, if the accused school employee holds an Iowa teacher's certificate or license.

Name of investigator (please print)

Investigator's place of employment

Signature of investigator

Date

Tobacco/Nicotine-Free Environment

School district facilities and grounds, including school vehicles, are off limits for tobacco or nicotine use, including the use of look-a-likes where the original would include tobacco or nicotine. This requirement extends to students, employees and visitors. This policy applies at all times, including school-sponsored and non-school-sponsored events. Persons failing to abide by this request are required to extinguish their smoking material, dispose of the tobacco, nicotine or other product or leave the school district premises immediately. It is the responsibility of the administration to enforce this policy.

Drug and Alcohol Testing Program Notice

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

The employees operating a school vehicle as described above are subject to pre-employment drug testing and random, reasonable suspicion and post-accident drug and alcohol testing pursuant to state and federal law. Employees operating school vehicles will not perform a safety-sensitive function within four hours of using alcohol. Employees governed by this policy are subject to the drug and

alcohol testing program beginning the first day they operate or are offered a position to operate school vehicles and continue to be subject to the drug and alcohol testing program as long as they may be required to perform a safety-sensitive function as it is defined in the administrative regulations.

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

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

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

Employees with questions about the drug and alcohol testing program may contact the school district contact person, the school nurse at Inman Primary School, 900 Inman Drive, Red Oak, IA 51566, OR the superintendent of schools at the Red Oak Administrative Center, 1901 N. Broadway St. Red Oak, IA 51566.

Code No. 404.6E1

DRUG AND ALCOHOL TESTING PROGRAM NOTICE TO EMPLOYEES

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

Employees who operate school vehicles are subject to drug and alcohol testing if a commercial driver's license is required to operate the school vehicle and the school vehicle transports sixteen or more persons including the driver or the school vehicle weighs 26,001 pounds or more. For purposes of the drug and alcohol testing program, "employees" also includes applicants who have been offered a position to operate a school vehicle. The employees operating a school vehicle are subject to the drug and alcohol testing program beginning the first day they operate or are offered a position to operate a school vehicle and continue to

be subject to the drug and alcohol testing program until such time employment is terminated or the employee will no longer operate, at any time, a commercial motor vehicle for the school.

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

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

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

**DRUG AND ALCOHOL PROGRAM PRE-EMPLOYMENT TESTING ACKNOWLEDGMENT
FORM**

I, (_____), have received a copy, read and understand the Drug and Alcohol

Name of Employee
Testing Program policy of the Red Oak Community School District and its supporting documents.

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

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

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

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

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

(Signature of Employee)

(Date)

Substance-Free Workplace

The board expects the school district and its employees to remain substance free. No employee will unlawfully manufacture, distribute, dispense, possess, use, or be under the influence of in the workplace any narcotic drug, hallucinogenic drug, amphetamine, barbiturate, marijuana or any other controlled substance or alcoholic beverage as defined by federal or state law. "Workplace" includes school district facilities, school district premises or school district vehicles. "Workplace" also includes non-school property if the employee is at any school-sponsored, school-approved or school-related activity, event or function, such as field trips or athletic events where students are under the control of the school district or where the employee is engaged in school business.

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

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

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

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

Code No. 404.5R1

SUBSTANCE-FREE WORKPLACE REGULATION

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

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

Code No. 404.5E1

SUBSTANCE-FREE WORKPLACE NOTICE TO EMPLOYEES

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

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

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

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

SUBSTANCE-FREE WORKPLACE ACKNOWLEDGMENT FORM

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

(Signature of Employee)

(Date)

Harassment

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

It shall be a violation of this policy for any teacher, administrator, or other school personnel of the district to harass a teacher, administrator, or other school

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

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

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

II. Definitions

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

1. submission to that conduct or communication by an individual is made a term or condition, either explicitly or implicitly, of obtaining or retaining employment;
2. submission to or rejection of that conduct or communication by an individual is used as a factor in decisions affecting the individual's employment; or

3. that conduct or communication has the purpose or effect of substantially or unreasonably interfering with an individual's employment or education, or creating an intimidating, hostile or offensive employment environment.

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

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

B. Harassment: Other forms of harassment consist of physical, verbal, or written conduct relating to an individual's age, race, creed, color, sex, sexual orientation, gender identity, national origin, religion, disability, or genetic information when the conduct:

1. has the purpose or effect of creating an intimidating, hostile or offensive employment environment;
2. has the purpose or effect of substantially or unreasonably interfering with an individual's employment performance; or
3. otherwise adversely affects an individual's employment opportunities.

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

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

III. Reporting Procedures

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

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

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

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

The Board hereby designates the Equity Coordinator as the individual responsible for identifying, investigating, preventing, and remedying harassment within the

district. The district shall conspicuously post the name of the Equity Coordinator, including mailing addresses and telephone numbers.

IV. Investigation Procedures

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

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

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

V. District Action

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

VI. Prohibition on Retaliation

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

VII. Right to Alternative Complaint Procedures

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

Violence in the Workplace

The Red Oak Community School District will not tolerate any type of workplace violence committed by or against employees. Employees are prohibited from

making threats or engaging in violent activities. The District will take all available steps to ensure compliance with this policy, including disciplinary and legal action, if warranted. Any employee who is threatened with bodily harm by an individual or a group while carrying out his/her assigned duties shall immediately notify the administration. Immediate steps will be taken in cooperation with the employee to provide every reasonable precaution for his/her safety. Precautionary steps, including legal action, shall be reported to the Superintendent's office.

Potentially dangerous situations must be reported immediately to an administrator or officials at the District Office. Reports or incidents warranting confidentiality will be handled appropriately and information will be disclosed on a need to know basis only. The District will actively intervene at any indication of a possible hostile or violent situation.

Workplace Safety

The Red Oak Community School District strives to make the working environment as safe as possible in order to eliminate or reduce conditions which shall result in personal injury and property loss to employees, visitors, students and parents. Employees are expected to abide by the safety policies and procedures of their department and to carry out their job duties in a safe and productive manner. It is the duty of every employee to report workplace hazards or safety concerns to their supervisor for correction.

Employees who work with hazardous materials will receive instruction and orientation to the District's Hazardous Materials Procedures as well as to safety procedures involved in working with hazardous materials.

Programs such as Blood Borne Pathogen Training are offered to employees on a scheduled basis according to OSHA legal requirements.

Employee Benefits Information

The Red Oak Community School District offers comprehensive and competitive employee benefit programs for full-time and eligible part-time employees. These benefits include health care insurance, dental insurance (for select employee groups), life insurance, long-term disability insurance, flexible-spending accounts, a retirement plan, tax-sheltered annuities. In addition, specific information and summary plan descriptions on each benefit offering can be obtained from the District Administrative Center on or about the first day of work and at the new employee orientation.

Employees represented by a labor organization for the purposes of collective bargaining are generally eligible for the same benefits and benefit programs as those employees not so represented. Such employees should consult the applicable collective bargaining agreement for rules concerning benefits and eligibility.

Benefit Eligibility (30-day Enrollment Window)

Employees classified as full-time regular (or those who work a minimum of 20 hours per week but less than 40 hours per week) are eligible for all benefit plans, in accordance with the specific waiting periods and coverage provisions enforced by the insurance providers.

It is important to note that for medical, dental, flexible spending accounts, long-term disability and life insurance there is a 30-day deadline period from the date of hire for new employees to complete and return the required enrollment forms in order to receive coverage for these benefits. It is the responsibility of the new employee to satisfactorily complete the enrollment requirements.

Flexible Spending Accounts (Section 125)

In accordance with the Internal Revenue Service (IRS) rules and regulations, the Red Oak Community School District offers both a Dependent Care Spending Plan and flexible spending accounts. Full-time and part-time regular eligible employees may participate in these plans by designating pre-tax dollars to be taken via payroll deduction. These pre-tax dollars are deposited in an "account" and can be drawn upon to pay for eligible dependent care expenses and/or eligible unreimbursed health care expenses. Certain limits and legal requirements pertaining to flexible spending accounts apply. Eligible employees may enroll with coverage becoming effective on the first of the following month from their hire date.

In order to enroll in flexible spending, eligible employees must complete enrollment forms within 30 days from the date of hire. In addition, it is necessary that employees re-enroll during each annual open enrollment period to maintain continued participation. Details and plan summaries may be obtained from the District Administrative Center.

Term Life Insurance and Long-Term Disability

Each employee shall be covered by a term life insurance program paid for by the District that provides a minimum death benefit of \$30,000 for licensed staff, \$20,000 for support personnel, double for accidental death.

Each employee shall be covered by a long-term disability insurance program paid for by the District providing the following benefits. Benefits shall begin after three (3) consecutive months and continue at 70% to age 65.

- Monthly maximum benefit at \$2,500.
- Maximum Benefit Period: Accident - to age 65 and Sickness - to age 65
- Qualifying period - Three (3) consecutive months
- Overall income limit - 75% of covered monthly compensation.

Retirement Plan/Annuities

The Iowa Public Employee Retirement System is offered to full-time and part-time regular employees. Eligible employees are automatically enrolled beginning on

their date of hire. The District pays 9.44% while the employee contributes 6.29% effective July 1, 2018.

Tax Sheltered Annuity - 403(b) Universal Availability Notice

The Red Oak Community School District (the "District") offers a RIC Section 403(b) Plan to help employees save for retirement. The 403(b) Plan is a voluntary tax-deferred retirement savings program. An eligible employee can elect to defer a portion of his or her compensation to the Plan on a pre-tax basis. Contributions must be designated as a flat dollar amount. Both Federal and State income taxes are deferred on the contributions and any earnings thereon until distributed from the Plan.

All Employees working 20+ hours per week are immediately eligible upon their start date to make elective deferrals from compensation to the Plan. Employees can invest their contributions to the Plan among the investment options offered by an approved vendor under the Plan.

Employees are 100% vested in their accounts under the Plan at all times.

Employee Hours

The regular work day will be 8 hours long. The day shall include a duty - free lunch of at least 25 minutes. Teachers will also be given planning time during the student attendance day. Planning time may be shortened or eliminated due to special scheduling circumstances (i.e. assemblies, professional development, weather, etc.).

Staff Reduction

In case of staff reduction, an employee affected by the reduction and covered by the Master Contract Agreement shall be notified no later than the 15th of April preceding the school year.

Job Transfers - Voluntary and Involuntary

Job transfers may occur voluntarily or involuntarily as dependent on the staffing needs determined by the superintendent.

Payroll and Distribution

Due to less costs involved with payroll processing all district employees are encouraged to use electronic deposit of payroll checks. Unless otherwise provided in the collective bargaining agreements, all salaries (except for those who work less than 20 hours per week) shall be paid on a twelve-month basis, the 10th of each month being designated as "pay day" unless the 10th falls on a Saturday, Sunday, or holiday, in which case the monthly salary shall be paid on the preceding school day.

Employees who are new in the teaching profession may request up to 50% of the first monthly salary installment from the regular salary schedule after completion of the first workday of employment. If the Superintendent grants such requests, the Business Manager will issue such payment within five (5) days.

Paycheck Deductions

Employees may elect to have paycheck deductions for insurance contributions, retirement annuity contribution and other approved/negotiated programs. Employees must authorize all such deductions in writing.

The District may also be obligated to deduct amounts for legally imposed actions such as garnishments made against a salary. Questions about garnishments or any other payroll deductions should be directed to the Business Office.

Federal income tax, social security (OASDI and Medicare), state and local taxes, deductions for various benefit coverages and any other deductions will be itemized on the payroll stub.

The Red Oak CSD is required to withhold tax from employee paychecks and to report taxable income according to the requirements of federal, state and local government agencies, and the Social Security Administration. All employees are required to complete the appropriate tax withholding forms prior to being placed in the payroll system. Revised tax forms are also required whenever the employee's tax status or number of allowable exemptions changes. W-4 withholding forms are available at the District Administrative Center - see the payroll clerk. Current and cumulative year-to-date tax totals withheld are displayed on payroll check stubs.

Other Payroll Information

The District prepares and makes available the W-2 reporting form in January of each year in accordance with IRS filing requirements and deadlines. Changes in address should be promptly reported to assure receipt of the W-2 reporting form.

The District is required by law to record and pay for hours actually worked, including overtime hours, for non-exempt support staff employees. Time actually worked for non-exempt employees is documented by a time sheet. Employees are responsible for accurately recording their time worked for each scheduled workday. It is not appropriate for employees to simply mark down the scheduled work time, but rather must record actual "time in" and "time out" in order to be paid properly. Employees who have prior authorization from their supervisor for compensatory time must record on their timesheets both the compensatory time earned on the day it is accrued and the compensatory time taken on the day it is used. Compensatory time must be used in the same payroll period in which it is earned unless an exception is made by the department director.

Unemployment Insurance

District employees are covered by the Iowa Unemployment Insurance Law. Under the provisions of this law, employees of the District who become unemployed, and who meet the eligibility requirements as set forth in the law, may receive unemployment compensation upon separation from the District. Questions regarding eligibility should be directed to the Iowa Department of Workforce Development.

Work Schedules

Department Directors and Building Administrators are responsible for establishing and communicating to employee's specific work schedules, including start times, break times, lunch schedules, and normal ending times. As part of new employee orientation, employees and supervisors should discuss the established work schedule requirements for their respective department or unit. The employee is responsible for adhering to the established schedule. When the work schedule must be changed due to operational needs, supervisors will give as much advance notice as possible so that employees can make the appropriate arrangements to meet the new scheduling requirements. The legitimate operating requirements of the department and of the District must be the primary consideration in establishing work schedules and scheduling overtime. However, every effort will be made to accommodate the needs and personal schedules of employees, whenever possible.

School Closings

The Superintendent of Schools (or his designee) is responsible for school closings, late starts, and early dismissals. District employees will receive information about the school schedule changes through the district's electronic communication system within Infinite Campus called "Messenger". It is imperative that each district employee has one or more contact numbers and email addresses as maintained by the Infinite Campus Administrator, Mrs. Deb Drey, at the Administrative Center, Tech Building.

When school is dismissed early because of inclement weather there will be no extra-curricular activities or meetings scheduled. Teachers will have their work day end ten minutes after the students are dismissed.

When school is dismissed early or started late due to inclement weather or other adverse conditions, paraeducators and building secretaries shall not be required to report earlier than fifteen (15) minutes before the start of school or to remain later than fifteen (15) minutes after the students have been dismissed. Paraeducators and office secretaries will suffer no loss of salary because school is started late or dismissed early.

When school is cancelled due to inclement weather or other adverse conditions, paraeducators and office secretaries will not be required to report for work and

no salary reduction will be made until the end of the contract year and then only if the cancelled day is not rescheduled as a make-up day.

Code No. 102.R1

Page 1 of 2

GRIEVANCE PROCEDURE

Students, parents of students, employees, and applicants for employment in the school district will have the right to file a formal complaint alleging discrimination under federal or state regulations requiring non-discrimination in programs and employment.

Level One - Principal, Immediate Supervisor, or
Personnel Contact Person
(Informal and Optional - may be bypassed by the grievant)

Employees with a complaint of discrimination based upon their gender, race, national origin, religion, age or disability are encouraged to first discuss it with their immediate supervisor, with the objective of resolving the matter informally. An applicant for employment with a complaint of discrimination based upon their gender, race, national origin, religion, age or disability are encouraged to first discuss it with the personnel contact person.

A student, or a parent of a student, with a complaint of discrimination based upon their gender, race, national origin, religion, marital status or disability are encouraged to discuss it with the instructor, counselor, supervisor, building administrator, program administrator or personnel contact person directly involved.

Level Two - Compliance Officer

If the grievance is not resolved at level one and the grievant wishes to pursue the grievance, the grievant may formalize it by filing a complaint in writing on a Grievance Filing Form, which may be obtained from the Compliance Officer. The complaint will state the nature of the grievance and the remedy requested. The filing of the formal, written complaint at level two must be within 15 working days from the date of the event giving rise to the grievance, or from the date the grievant could reasonably become aware of such occurrence. The grievant may request that a meeting concerning the complaint be held with the Compliance Officer. A minor student may be accompanied at that meeting by a parent or guardian. The Compliance Officer will investigate the complaint and attempt to resolve it. A written report from the Compliance Officer regarding action taken will be sent to the involved parties within a reasonable time after receipt of the complaint.

GRIEVANCE PROCEDURE

Level Three - Appeal to Board

If the grievant is not satisfied with the superintendent's decision, the grievant can file an appeal with the board within five working days of the decision. It is within the discretion of the board to determine whether it will hear the appeal.

The Compliance Officer is:

Name Tom Messinger, Supt.

Office Address Administrative Center, 1901 N Broadway St. Ste A, Red Oak, IA 51566

Phone Number (712) 623-6600

Office Hours 7:30 a.m. to 4:00 p.m.

Code No. 102.E1

SECTION 504 NOTICE OF NONDISCRIMINATION

Students, parents, employees and others doing business with or performing services for the Red Oak Community School District are hereby notified that this school district does not discriminate on the basis where women, men, minorities, persons with disabilities, sexual orientation, gender identity, race, color, creed, national origin, religion, age, marital status in admission or access to, or treatment in, its programs and activities. Any person having inquiries concerning the school district's compliance with the regulations implementing Title VI, Title VII, Title IX, the Americans with Disabilities Act (ADA), §504 or Iowa Code §280.3 is directed to contact:

(Title) Superintendent of Schools

(where
located)

Administrative Center, 1901 N Broadway St Ste A, Red Oak, IA
51566

(telephone
number)

(712) 623-6600

who has been designated by the school district to coordinate the school district's efforts to comply with the regulations implementing Title VI, Title VII, Title IX, the ADA, §504 and Iowa Code 280.3 (2003).

**GRIEVANCE FORM FOR COMPLAINTS OF DISCRIMINATION
OR NON-COMPLIANCE WITH FEDERAL OR STATE REGULATIONS
REQUIRING NON-DISCRIMINATION**

I, _____, am filing this grievance because

(Attach additional sheets if necessary)

Describe incident or occurrence as accurately as possible:

(Attach additional sheets if necessary)

Signature _____

Address _____

Phone Number _____

If student, name _____ Grade Level _____

Attendance center _____

GRIEVANCE DOCUMENTATION

Name of Individual Alleging Discrimination or Non-Compliance

Name _____

Grievance
Date _____

State the nature of the complaint and the remedy requested.

Indicate Principal's or Supervisor's response or action to above complaint.

Signature of Principal or Supervisor _____

2019 - 2020

Employee Manual Signature Page

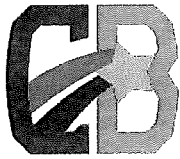
This manual signature page is to be returned to the Red Oak District Office as proof that the handbook has been received and read.

I have received and read the Red Oak Community School District's Employee Manual:

Printed Name: _____

Employee Signature

Date



Council Bluffs Community SCHOOL DISTRICT

This agreement is entered into by the **Red Oak Community School District** and the **Council Bluffs Community School District** for the **2019-2020** school year.

We the undersigned agencies for _____ who/ is being provided services or programs by the Council Bluffs Community School District attending Heartland Therapeutic. I, hereby consent and agree to the following conditions:

Condition 1:

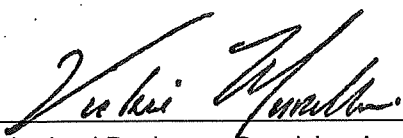
The Council Bluffs Community School District shall provide instructional services and programs for the above named student referred for special education classes in accordance with the State of Iowa Department of Education Rules and Regulations and in accordance with state laws governing such services and the delivery thereof.

Condition 2:

The cost of the above services shall be paid by the sending agency to the receiving agency and shall be the actual cost incurred in providing these services and programs. Payment of the actual costs shall be made out to the Council Bluffs Community School District in the following manner.

- A. The receiving agency will bill the sending agency estimated costs at the end of the first semester. Estimated costs shall be determined by multiplying the special education weighting (1.72, 2.21, and 3.74) times receiving agencies per pupil costs for the first semester. Costs will be prorated if services are less than a full school year.
- B. The receiving agency shall provide the sending agency with an itemized final statement of the actual costs of service and the itemized payments received toward that cost by the end of the current school year. The payment shall be made by the sending agency as soon as possible for the current school year.

Signed:


Authorized Designee, Receiving Agency

12/11/19
Date

Authorized Designee, Sending Agency

Date

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CLARINDA COMMUNITY SCHOOL DISTRICT
ADMINISTRATION OFFICES
423 EAST NODAWAY, P.O. BOX 59
CLARINDA, IOWA 51632
Clarinda Academy Students

Student: _____ DOB: _____ Grade: _____
Student ID: _____ Wt: _____ Program: _____
Start Date: _____ End Date: _____

Parent/Guardian:
Address:
City/State/Zip:

This agreement is entered into by the Red Oak Community School District (sending agency) and the Clarinda Community School District (receiving agency) for the 2019-2020 school year.

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

Condition I

The Clarinda Community School District shall provide instructional services and programs for the students referred for special education classes in accordance with the State of Iowa Department of Education Rules and Regulations and in accordance with state laws governing such services and the delivery thereof. The receiving agency shall retain the right to limit enrollment. The receiving district shall develop and/or implement an IEP in accordance with the rules of the Iowa Department of Education and with an opportunity for input from the sending district, however the sending district remains responsible for insuring the student is receiving a free appropriate public education. A representative of Clarinda will also attend and participate in IEP meetings, but Clarinda shall not be responsible as the local education agency or area education agency in any dispute relating to the provision of special education and related services. If a student is excluded or expelled, the resident local education agency and not Clarinda will be responsible for any continuing programs or services.

Condition II

The cost of the above services shall be paid by the undersigned sending agency and shall be the actual costs incurred in providing these services and programs. The district of residence agrees to pay the receiving district the actual cost of the program including salaries, benefits, supplies and materials, contracted services, capital outlay, debt service, indirect costs, administration, travel when applicable, plus other costs agreed upon.

- A. Estimated costs will be determined by multiplying the special education weighting appropriate for the program times the Clarinda Schools' current per pupil cost. The weighting for this student is 1.72 or Level 1. For students enrolling in programs for less than the full year, costs will be prorated.
- B. If a student is enrolled in the program for the entire first semester, the Clarinda School District will send a bill based upon one-half of the estimated annual cost for the student. The sending district will pay the estimated cost for the first one-half year before February 28.
- C. After July 1, the Clarinda District will bill the sending district for the actual cost of services less any payments previously made.
- D. This Contract is for the regular 180 day school year only. Students will be contracted separately if an extended year is agreed upon by both the sending district and the receiving district. This agreement is for the ~~2019-2020~~ school year.

Signed: Chris A. Bryan
Board President or Authorized Designee (Receiving Agency)

12/11/19
Date

Signed: _____
Board President or Authorized Designee (Sending Agency)

Date



2509 4TH Ave. S Denison, Iowa 51442
P: 712-263-5059 | 800-635-6422
F: 712-263-6844 | E: info@elevateroofers.com

CONTRACT | PROPOSAL

November 22, 2019

CUSTOMER

Adam Wenberg
Red Oak Community School District
2011 North 8th Street
Red Oak, IA 51566
(712) 621-3368 (mobile)
wenberga@roschools.org

PROJECT

Roof Coating Repairs
DO Transportation Dept Facility
604 South Broadway
Red Oak, Iowa 51566

CONTRACTOR

Estimator – Vince Ploen
712-263-9673 mobile
vince@elevateroofers.com

WE HEREBY SUBMIT SPECIFICATIONS FOR THE FOLLOWING: _____

ROOF COATING REPAIRS

We will perform roof coating repairs as follows:

1. We will do our best to remove the existing top layer of detached coating by power washing the surface of the roof.
2. We will apply MP Primer over approximately 42 squares (west lower roof section).
3. We will apply Supreme PG at penetrations, fasteners, and overlapping transitions.
4. We will apply Supreme commercial grade coating over approximately 42 squares (west lower roof section).

NOTES:

1. The roof surface will need proper dry time before coating (approximately 18 hours).
2. Owner will supply water for power washing process.
3. Adequate temperatures above 50 degrees are required for proper application of coating.

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We propose hereby to furnish material and labor, complete in accordance with the above specifications, for the sum of:
Sixteen Thousand, Nine Hundred Ninety-one and no/100-----\$16,991.00

Payments to be made as Follows: Progress payments at the end of each month. Final payment within 30 days of job completion.

All material is guaranteed to be as specified. All work to be completed in a professional manner according to standard practices. Any alteration or deviation from above specifications involving change in cost will be executed only upon written change order and will become a change to the the proposed price. All agreements contingent upon changes or delays beyond our control. This proposal may be withdrawn if not accepted within 30 days.

Submitted by: Curt De Boer
Authorized Contractors Representative

ACCEPTANCE OF CONTRACT | PROPOSAL – The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Accepted by: _____
Authorized Owners Representative

Date of Acceptance: _____

GENERAL CONDITIONS

- 1) This proposal constitutes our offer to Owner upon the terms and conditions stated herein and shall become a binding contract on the terms and conditions stated herein when Owner's acceptance is indicated by its signature or issuance of a purchase order. Any additional or different terms or conditions proposed by Owner are objected to and are hereby rejected unless specifically adopted or approved by written response of Contractor. Failure to respond by Contractor shall be deemed a denial of any additional terms or conditions stated in Owner's acceptance.
- 2) Repairs are warranted for new materials and workmanship for 2 years. Should a leak reoccur due to failed materials or installation within 2 years, it will be repaired or replaced at no charge. Such circumstances shall not be grounds for withholding payment of the Contract Price. Contractor shall have no responsibility for water damage inside the building or underlying roofing substrate (including mold)
- 3) If roof tear-off is to be performed, Contractor shall not be responsible for damages caused by (a) water penetration into the building resulting from moisture contained or trapped in or under the existing roof surface, which is released during tear-off, and (b) penetration of dust, dirt or mold spores into the building resulting from the tear-off.
- 4) Damage occurring to the new or existing roofing membrane, resulting from acts of other contractors or persons authorized by Owner to conduct operations above or upon the new or existing membrane, shall be the responsibility of Owner.

DUTIES AND RESPONSIBILITIES OF CONTRACTOR:

- 5) Contractor has included, and shall pay, all applicable tax on materials purchased and incorporated into the project unless noted otherwise (if the project is exempt from tax, owner shall provide a tax-exempt certificate before commencement).
- 6) Contractor will have Worker's Compensation Insurance in limits required by state law and Comprehensive General Liability Insurance coverage in force for all of its operations under this proposal including damage to roofing materials.
- 7) Contractor shall take all reasonable safety precautions with respect to the Work and shall have responsibility for compliance of its equipment and employees with all applicable laws, ordinances, rules, regulations and orders of any public authority for the safety and health of persons on the job site. Contractor shall have specific responsibility for housekeeping in its immediate work area and will remove rubbish and debris caused by the Work. Contractor shall not be responsible for the safety and health of any persons present at the job site who are not employees of Contractor.

DUTIES AND RESPONSIBILITIES OF OWNER:

- 8) The Contract Price shall be paid as stated above and as follows: Owner agrees that the balance of all sums due under this agreement shall be immediately due and payable upon completion of the Work, and that Contractor may charge interest at the annual rate of eighteen percent (18%), unless a lesser percentage is required by law on any sum due under this agreement which is not paid within thirty (30) days of its due date. If payments are not made when due, interest, costs incidental to collection and attorneys' fees (if an attorney is retained for collection) shall be added to the unpaid balance. Progress payments will be made by Owner on the basis of the work completed per month, based on Contractor's estimate.
- 9) Owner is responsible for any necessary permits including associated costs unless otherwise noted.
- 10) At the time Contractor commences the Work, Owner will provide Contractor with exclusive access and use of all roof areas where the Work is to be performed and such additional areas as are reasonably necessary for the Contractor to perform the Work without interruption. Contractor shall not be required to perform the Work while snow or other moisture conditions exist on the roof surface, unless Owner provides for removal or curing of such conditions.

ARBITRATION, ACCEPTANCE AND EXECUTION

- 11) All disputes claims and questions regarding the rights and obligations of the parties under the terms of this Agreement are subject to arbitration. Either party may make a demand for arbitration by filing such demand in writing with the other party within thirty (30) days after the dispute first arises. Thereafter, arbitration shall be conducted in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then in effect.

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2509 4TH Ave. S Denison, Iowa 51442
P: 712-263-5059 | 800-635-6422
F: 712-263-6844 | E: info@elevateroofers.com

CONTRACT | PROPOSAL

November 25, 2019

CUSTOMER

Adam Wenberg
Red Oak CSD
2011 North 8th Street
Red Oak, IA 51566
712-621-3368 mobile
wenberga@roschools.org

PROJECT

Transportation Office
East Roof
604 South Broadway
Red Oak, IA 51566
Job Size: 4,100 square feet

CONTRACTOR

Estimator – Nick Bieker
712-263-9672 Mobile
nick@elevateroofers.com
Roof Inspector – Same

WE HEREBY SUBMIT SPECIFICATIONS FOR THE FOLLOWING: _____

MANUFACTURER: Sikaplan

SYSTEM: PVC

ATTACHMENT: Rhino Bond

Roof Preparation:

- remove existing gutter and downspout and properly dispose
- cut existing panels back even with the roof edge
- tie-off new roof to existing roof for a temporary watertight seal at the end of each day

Insulation:

- lay 1 1/2" expanded polystyrene (R - 6) flute fill insulation
- lay 1.0" polyiso (R - 6) over the panels for a smooth surface
- fasten with HD screws and plates at one per two square feet

Membrane Roofing:

- provide 45 mil PVC membrane system
- heat welded membrane to the Rhino Bond insulation plates

Details:

Vertical Wall:

- o remove existing rake edge flashing from higher roof
- o fasten EPS flute fill and 1" ISO insulation over metal wall panels
- o fasten field membrane at base of wall
- o adhere membrane flashings up wall
- o reinstall existing rake edge flashing on higher roof

Roof Edge:

- o fasten 24 gauge Prefinished flanged gutter on top of new insulation and complete with downspouts
- o adhere new membrane down into gutter
- o fasten aluminum termination bar and apply proper sealant

Rake Edge:

- o adhere membrane over edge and down onto existing rake trim
- o fasten continuous 22 gauge Galvanized snap on retainer and apply sealant
- o fasten 24 gauge Prefinished snap on fascia

Penetration Flashings:

- provide proper flashings for soil stacks and roof jacks
 - o raise one low soil stack to proper height

Warranty:

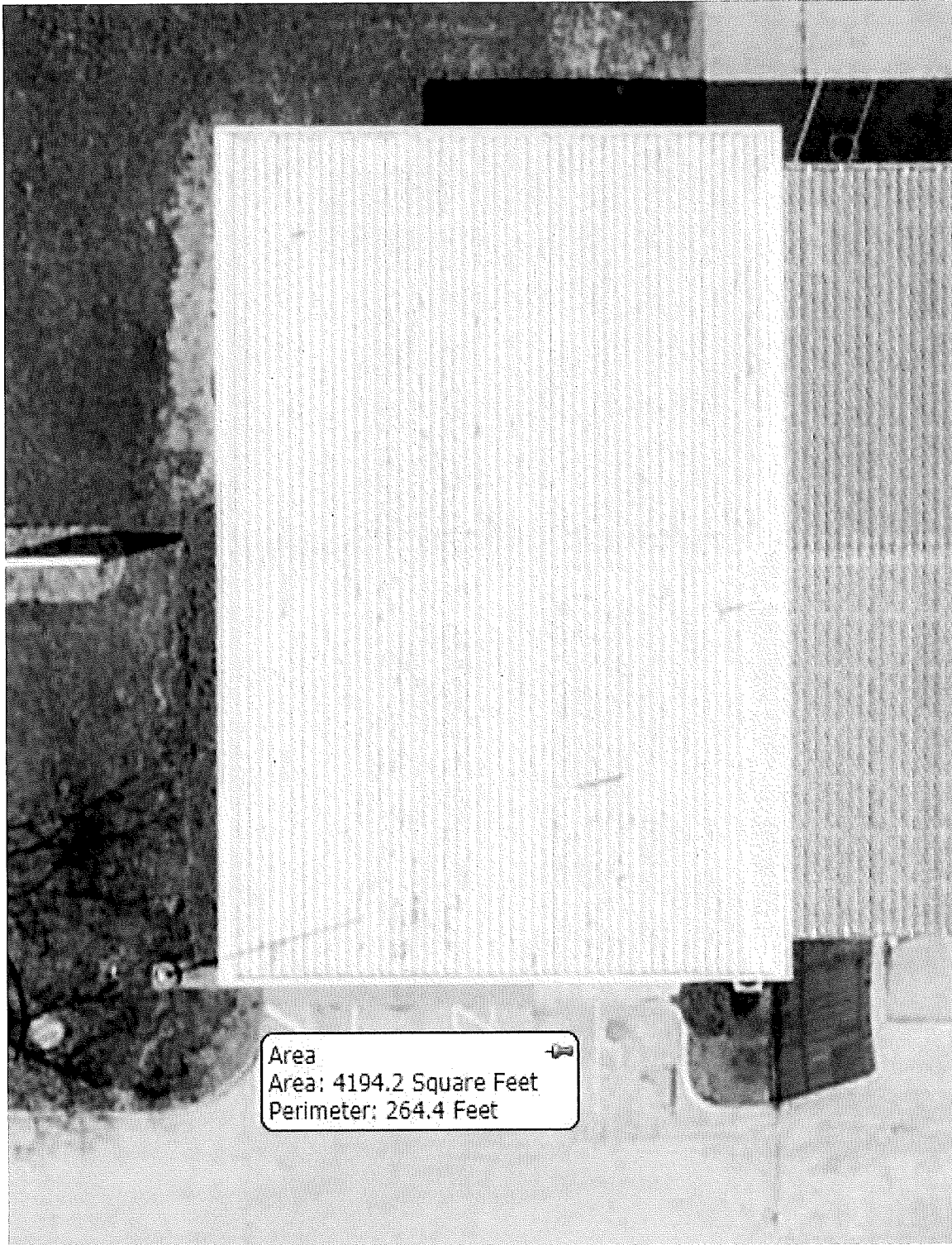
- provide a two year contractors workmanship warranty
- provide a fifteen year manufacturer's watertightness warranty

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Notes:

1. We have not included tax or permit cost in our bid.
2. We performed a fastener pull out test to ensure proper design with the manufacturer.

ROOF OVERVIEW:



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BASE BID:

We propose hereby to furnish material and labor, complete in accordance with the above specifications, for the sum of:
Thirty Thousand, Five Hundred Seven and no/100-----\$30,507.00

Payments to be made as Follows: Progress payments at the end of each month. Final payment within 30 days of job completion.

All material is guaranteed to be as specified. All work to be completed in a professional manner according to standard practices. Any alteration or deviation from above specifications involving change in cost will be executed only upon written change order and will become a change to the the proposed price. All agreements contingent upon changes or delays beyond our control. This proposal may be withdrawn if not accepted within 30 days.

Submitted by: 
Authorized Contractors Representative

ACCEPTANCE OF CONTRACT | PROPOSAL – The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Accepted by: _____
Authorized Owners Representative

Date of Acceptance: _____

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GENERAL CONDITIONS

- 1) This proposal constitutes our offer to Owner upon the terms and conditions stated herein and shall become a binding contract on the terms and conditions stated herein when Owner's acceptance is indicated by its signature or issuance of a purchase order. Any additional or different terms or conditions proposed by Owner are objected to and are hereby rejected unless specifically adopted or approved by written response of Contractor. Failure to respond by Contractor shall be deemed a denial of any additional terms or conditions stated in Owner's acceptance.
- 2) Should leaks occur after completion of installation of the roofing system, inspections or repairs performed by Contractor shall be treated as warranty matters, and such circumstances shall not be grounds for withholding payment of the Contract Price; provided, however, if the roof membrane is installed over an existing system, Contractor shall have no responsibility for water penetration or mold growth that occurs as a result of moisture contained in the old, or former, roofing system.
- 3) If roof tear-off is to be performed, Contractor shall not be responsible for damages caused by (a) water penetration into the building resulting from moisture contained or trapped in or under the existing roof surface, which is released during tear-off, and (b) penetration of dust, dirt or mold spores into the building resulting from the tear-off. Unless written arrangements are made in advance, Contractor shall not be responsible for damages from leaks through any area of the existing (present) roof surface where Contractor has not performed tear-off surface preparation work. Our daily tie-in (seal) to the existing roof will be on the top layer of roofing material. If any leaks penetrate the existing roof surface and migrate to the tie-in point causing a leak into the building, the Contractor will not be responsible for damages.
- 4) If structures of any kind are to be added to and installed on the roof membrane after its application, such installation shall be entirely at the risk of Owner, unless Contractor is given reasonable notice in writing of the time and date of such installation and is permitted to supervise or conduct (at its option) the cutting and sealing of the roof membrane necessary for such installation. Contractor shall be paid on a time-and-material basis for such supervision or work. (See Manufacturer's warranty for requirements after warranty is delivered.)
- 5) Damage occurring to the installed roofing membrane, resulting from acts of other contractors or persons authorized by Owner to conduct operations above or upon the installed membrane, shall be the responsibility of Owner.

DUTIES AND RESPONSIBILITIES OF CONTRACTOR:

- 6) Contractor makes no warranty respecting "Wind Uplift Resistance" of the installed roof system. If a "Factory Mutual Insurance Co. Wind Uplift Standard" is specified, Owner acknowledges that the roofing system installed is only represented by the Manufacturer thereof to meet such specified standard.
- 7) Contractor has included, and shall pay, all applicable tax on materials purchased and incorporated into the project unless noted otherwise (if the project is exempt from tax, owner shall provide a tax exempt certificate before commencement).
- 8) Contractor shall not be responsible for damages arising from delay due to inclement weather (including the threat of inclement weather), strikes, fires, accidents, delays in shipment or delivery of Manufacturer's materials, or other causes beyond its reasonable control; or, if any interruption of the Work occurs by reason of operations of other contractors at the job site, or from Owner's failure to provide Contractor with reasonable access to the job site to perform the Work.
- 9) Contractor shall exercise reasonable care to avoid causing damage by penetrations (fasteners) made by Contractor in installing the roofing system, in reliance upon the information as to deck or sub-surface conditions provided by Owner. Utilities (conduits, pipes, lines, etc.) located directly under the deck surface could be damaged by penetrations. Contractor disclaims any responsibility for any damage caused by or resulting from said penetrations.
- 10) Contractor will have Worker's Compensation Insurance in limits required by state law and Comprehensive General Liability Insurance coverage in force for all of its operations under this proposal including damage to roofing materials.
- 11) Contractor shall take all reasonable safety precautions with respect to the Work, and shall have responsibility for compliance of its equipment and employees with all applicable laws, ordinances, rules, regulations and orders of any public authority for the safety and health of persons on the job site. Contractor shall have specific responsibility for housekeeping in its immediate work area, and will remove rubbish and debris caused by the Work. Contractor shall not be responsible for the safety and health of any persons present at the job site who are not employees of Contractor.

DUTIES AND RESPONSIBILITIES OF OWNER:

- 12) The Contract Price shall be paid as stated above and as follows: Owner agrees that the balance of all sums due under this agreement shall be immediately due and payable upon completion of the Work, and that Contractor may charge interest at the annual rate of eighteen percent (18%), unless a lesser percentage is required by law on any sum due under this agreement which is not paid within thirty (30) days of its due date. If payments are not made when due, interest, costs incidental to collection and

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attorneys' fees (if an attorney is retained for collection) shall be added to the unpaid balance. Progress payments will be made by Owner on the basis of the work completed per month, based on Contractor's estimate.

- 13) Owner represents to Contractor that the roof deck on which the installation is to be made is in a sound weight-bearing condition, sufficient for the purposes of the Work and that all surfaces to be utilized by Contractor for fastening, adhering or attaching the roofing system will be adequate for the installation to be performed. Owner will inform Contractor in writing of any deck or subsurface conditions, including specifically electrical and other utility conduit that could be damaged by penetrations made by Contractor in installing the roofing system.
- 14) Owner is responsible for any necessary permits including associated costs unless otherwise noted.
- 15) At the time Contractor commences the Work, Owner will provide Contractor with exclusive access and use of all roof areas where the Work is to be performed and such additional areas as are reasonably necessary for the Contractor to perform the Work without interruption. All roof area work surfaces shall be free of debris and in a dry accessible condition. If preliminary work on the roof area is to be performed by others prior to the Work, such work will be complete. Contractor shall not be required to perform the Work while snow or other moisture conditions exist on the roof surface, unless Owner provides for removal or curing of such conditions.
- 16) Owner shall obtain permission for Contractor to work on or over adjoining property, if reasonably necessary to perform the Work, at no cost to Contractor. Owner will arrange for restriction of vehicles on property under Owner's control in reasonable proximity of the job site to prevent damage while the Work is in progress, if requested by Contractor.
- 17) Owner understands and agrees that Contractor shall have no responsibility at any time after completion of the Work for damages of any kind to persons or property located below the installed roof membrane, whether or not such damages result from (a) leaks or other weather-oriented sources, or (b) mold growth.
- 18) Owner shall make no changes in the scope of the roof installation described herein or the specifications that would tend to disqualify the installation from the issuance of the Manufacturer's warranty referred to above.
- 19) If the Work is to be inspected by Owner's representative, or an architect, Owner agrees to make firm arrangements to have such person available promptly after notice to make inspection as the Work progresses, so as not to cause delay.
- 20) If, in order for Contractor to perform the Work, it becomes necessary to disconnect, remove, relocate or otherwise deal with any mechanical or other equipment located on the deck or other surface on which the Work is to be performed, Owner or Owner's agent shall provide for the disconnection, removal, relocation or other appropriate action with respect to such mechanical or other equipment and further, shall provide for the reconnection, replacement or relocation of such mechanical or other equipment following completion of the Work. Contractor shall have no responsibility with respect to any such rooftop equipment, unless it is specifically provided otherwise in this agreement.

ARBITRATION, ACCEPTANCE AND EXECUTION

- 21) All disputes, claims and questions regarding the rights and obligations of the parties under the terms of this Agreement are subject to arbitration. Either party may make a demand for arbitration by filing such demand in writing with the other party within thirty (30) days after the dispute first arises. Thereafter, arbitration shall be conducted in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then in effect.
- 22) This proposal shall be open for Owner's written acceptance for a period of thirty (30) days from the date hereof. Please execute this proposal in the place provided and return to Contractor.
- 23) Miscellaneous.
 - (a) Severability. In case any one or more of the provisions contained in this proposal should be invalid, illegal, or unenforceable in any respect, such provision shall be deemed modified to the extent necessary to permit its enforcement under applicable law, and the validity, legality, or enforceability of the remaining provisions hereof shall not be affected nor impaired and shall remain in full force and effect.
 - (b) Waiver. The failure of either party to insist upon strict performance of any term of this proposal shall not be deemed a waiver of any of its rights hereunder.
 - (c) Governing Law. This proposal shall be governed by and construed in accordance with the laws of the state where the Project is located without giving effect to any choice or conflict of law provision or rule.
 - (d) Counterparts. This proposal may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

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- Bonded
- Insured

MCKINNIS

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COMMERCIAL • RESIDENTIAL • INDUSTRIAL
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164 S. 1st St.
 P.O. Box 37
 Blair, NE 68008
 Office (402) 426-2644
 Fax (402) 426-2344
 www.mckinnisroofing.com



PROPOSAL FORM

Proposal To: Adam (Red Oak Schools)

Date: 11/26/2019

Owner Address/Phone Number: 604 South Broadway Street Red Oak, IA 51566

Phone: 712-621-3368

For the Project located at 604 South Broadway Street Red Oak, IA 51566

Proposal From: Bryan Adams with McKinnis Roofing & Sheet Metal Inc.

Cell #: 402-670-4359

Contractor Address: P.O. Box 37, 164 South 1st Street, Blair, NE 68008

Phone: (402) 426-2644

We (McKinnis Roofing & Sheet Metal Inc.) have looked over the existing Metal roof system at the above location:

Summary:

Recommended roof replacement: GACO Coating (4030 SF)

- 1) Power wash and clean all dirt and debris off existing roof with use of GACO Wash
- 2) Seal all seams and flashings with use of mesh tape and GACO seam seal
- 3) Furnish & install one layer of GACO 2 part E5320 Primer applied at a rate of 250 SF per gallon
- 4) Furnish & install one layer of GACO S42 white top coat applied according to manufactures requirements being sure to get the 18 mils of Dry film thickness applied at a rate of 1.25 to 1.5 Gallons per 100 SF
- 5) Includes a 2 year McKinnis workmanship warranty
- 6) Includes a 10 year GACO watertight warranty (warranty is depend apron manufactures adhesion test)

Total Cost for above roof work Base Price: 28,263.00

To change to 26 mils of Dry Film thickness for a 15 Year warranty Add \$1,115.00 **to Base price**

To change to 34 mils of Dry Film thickness for a 20 Year warranty Add \$3,453.00 **to Base price**

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Alternate Bid #1: Fully adhered EPDM roof system (4030 SF)

- 1) Remove & dispose of metal flashings required to install new roof system
- 2) furnish & install new wood blocking around the perimeter to allow for proper termination of roof system
- 3) Furnish & install new insulation system consisting of:
 - a) Base layer of EPS insulation installed by loose laying insulation between the high ribs of the metal roof
 - b) Top layer of 1 inch Poly ISO installed by mechanically attaching through all layers into metal panels and purlins with use of approved fasteners and plates
- 4) Furnish & install one layer of 60 mil EPDM installed by adhering membrane to top layer of ISO with use of approved adhesives
- 5) Furnish & install one layer of ¼ inch primed dens deck where the lower roof steps up to the upper roof and adhere membrane up the wall being sure to install counter flashing under the rake trim of the upper roof and over the new wall membrane
- 6) Furnish & install new 24 gauge prefinished steel flashings including:
 - a) Gravel stop style flashings (77 LF)
 - b) Gutter apron style flashings (104 LF)
 - c) 7 inch box style gutter (104 LF)
 - d) 4 inch by 5 inch downspouts (56 LF)
- 7) Furnish & install all flashings, terminations and penetrations according to manufactures 20 year warranty details
- 8) Includes a 2 year McKinnis workmanship warranty
- 9) Includes a 20 year Firestone watertight warranty

Total Cost for above roof work: \$39,204.00

To change from a adhered EPDM to a mechanically attached TPO deduct \$7,054.00 from above price

Misc:

Above bid option(s) do/does not include any unforeseen conditions, metal flashings not called out above, siding or metal wall panels, HVAC, Electrical, or Plumbing work to complete this job. Said work will be done by others and all invoices from these contractors will be the responsibility of the building owner to pay.

Note: Product information can be found at www.gaco.com or www.firestonebpc.com or call me and I would bring samples and discuss roof system.

Thank you!

Bid Good for 30 days and priced with current day market pricing.

GENERAL CONDITIONS

- 1) This contract incorporates all of the agreements of the parties to date. Any changes, alterations or additions thereto shall not be binding or enforceable unless approved in writing by both parties.
- 2) Issuance of a purchase order by Owner will constitute acceptance of each and every term and condition of this contract. Any additional terms or conditions stated in Owner's purchase order, or other written communication accepting this contract, or by alteration by Owner of this contract form shall not be valid under any circumstances unless specifically adopted or approved by written response of Contractor. Failure to respond by Contractor shall be deemed a denial of any additional terms or conditions stated in Owner's acceptance.

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- 3) Should leaks occur after completion of installation of the roofing system, inspections or repairs performed by Contractor shall be treated as warranty matters, and such circumstances shall not be grounds for withholding payment of the contract price; provided, however, if the roof membrane is installed over an existing system, Contractor shall have no responsibility for water penetration or mold growth that occurs as a result of moisture contained in the old, or former, roofing system.
- 4) If roof tear-off is to be performed, Contractor shall not be responsible for damages caused by (a) water penetration into the building resulting from moisture contained or trapped in or under the existing roof surface, which is released during tear-off, and (b) penetration of dust, dirt or mold spores into the building resulting from the tear-off. Unless written arrangements are made in advance, Contractor shall not be responsible for damages from leaks through any area of the existing (present) roof surface where Contractor has not performed tear-off surface preparation work.
- 5) If a warranty of the manufacturer of the roofing system to be installed is to be issued to Owner, a sample copy of such warranty is attached to this contract. Acceptance of this contract by Owner shall constitute acceptance of the terms, conditions and limitations of said warranty.
- 6) Attached hereto and incorporated herein by reference is Midwest Roofing Contractors Association, Inc. Roofing Contractor Warranty Form No. _____, Which warranty form will be supplied by Contractor to Owner upon completion of this contract. Acceptance of this contract by Owner shall constitute acceptance of the terms, conditions and limitations of said warranty.
- 7) Completion of this contract shall be the date on which Contractor's work is finished, as distinguished from the date of Owner's acceptance thereof.
- 8) If structures of any kind are to be added to and installed on the roof membrane after its application, such installation shall be entirely at the risk of Owner, unless Contractor is given reasonable notice in writing of the time and date of such installation and is permitted to supervise or conduct (at its option) the cutting and sealing of the roof membrane necessary for such installation. Contractor shall be paid on a time-and-material basis for such supervision or work. (See Manufacturer's warranty for requirements after warranty is delivered.)
- 9) Damage occurring to the installed roofing membrane, resulting from acts of other contractors or persons authorized by Owner to conduct operations above or upon the installed membrane, shall be the responsibility of Owner.
- 10) Contractor accepts no liability to indemnify or hold Owner harmless for damages to persons or property, except those that are the direct result of Contractor's negligent error or omission which occur during performance of Contractor's work.
- 11) Contractor reserves the right to cancel this Contract by written notice to Owner within fifteen (15) days of Owner's acceptance thereof, in the event that Contractor, in the reasonable exercise of its judgment, determines that Owner's credit history or rating is deemed insufficient for the purposes of this Contract.
- 12) Each paragraph of the General Conditions and the Contract Conditions shall be construed as an express condition of this contract in consideration of the contract price agreed to herein by Contractor.

CONTRACT CONDITIONS

DUTIES AND RESPONSIBILITIES OF CONTRACTOR:

- 13) Contractor's price includes furnishing all labor, materials and equipment necessary to complete the contract, subject only to latent conditions of the work area, which could not be reasonably anticipated by the examination of core samples, or the visual inspection ordinarily employed in the roofing trade. If such latent conditions cause or require additional labor or material in the performance of the contract, Contractor shall promptly notify Owner of such condition, and such additional material and work will be supplied and performed on a time-and-materials basis by Contractor, unless the parties agree to a stated price for such additional work. Contractor may recover additional cost, overhead and profit for additional work resulting from changes in applicable laws, ordinances or regulations occurring after the date of this proposal.
- 14) Contractor will perform the work specified herein in accordance with the written specifications, if any, attached to or stated in the contract and the specifications of the Manufacturer of the roofing system to be installed, so that the installation will qualify for the issuance of the Manufacturer's warranty (identified above) to Owner. Contractor shall not be responsible for any defects or deficiencies in said specifications. Contractor EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTY OR FITNESS FOR ANY PARTICULAR PURPOSE with respect to said specifications.
- 15) Contractor makes no warranty respecting "Wind Uplift Resistance" of the installed roof system. If a "Factory Mutual Insurance Co. Wind Uplift Standard" is specified, Contractor represents only that the roofing system installed is represented by the Manufacturer thereof to meet such specified standard.
- 16) Contractor warrants that the materials and accessories supplied will be those specified for this Contract and will be new and of recent manufacture and free from obvious defects. Contractor shall not be responsible for latent defects in materials and accessories.

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- 17) Contractor shall not be responsible for damages arising from delay due to inclement weather (including the threat of inclement weather), strikes, fires, accidents, delays in shipment or delivery of Manufacturer's materials, or other causes beyond its reasonable control; or, if any interruption of Contractor's work occurs by reason of operations of other contractors at the job site, or from Owner's failure to provide Contractor with reasonable access to the job site to perform this contract. Contractor shall exercise reasonable care to avoid causing damage by penetrations made by Contractor in installing the roofing system, in reliance upon the information as to deck or sub-surface conditions provided by Owner pursuant to Paragraph 22 hereof. Contractor disclaims any responsibility for any damage caused by or resulting from said penetrations.
- 18) Contractor shall advise Owner promptly upon completion of work and submit the same for Owner's inspection. Contractor, conditioned upon Owner's prompt inspection and notification to Contractor of any omitted work, or other discrepancies, will remedy the same if required by the specifications or performance standards of the contract.
- 19) Contractor will have Worker's Compensation Insurance in limits required by state law and Comprehensive General Liability Insurance coverage in force for all of its operations under this contract.
- 20) Contractor shall take all reasonable safety precautions with respect to its work, and shall have responsibility for compliance of its equipment and employees with all applicable laws, ordinances, rules, regulations and orders of any public authority for the safety and health of persons on the job site. Contractor shall have specific responsibility for housekeeping in its immediate work area, and will remove rubbish and debris caused by its work. Contractor shall not be responsible for the safety and health of any persons present at the job site who are not employees of Contractor.

DUTIES AND RESPONSIBILITIES OF OWNER:

- 21) Owner will pay Contractor's estimate of (a) the cost of the roofing membrane, insulation and other materials, and (b) labor required for job set-up and delivery of materials, when the same are delivered to the job site, or stored at a suitable location agreed to by Owner. Owner agrees that the balance of all sums due under this contract shall be immediately due and payable upon completion of work by Contractor, and that Contractor may charge interest at the annual rate of eighteen percent (18%), unless a lesser percentage is required by law on any sum due under this contract which is not paid within thirty (30) days of its due date. If payments are not made when due, interest, costs incidental to collection and attorneys' fees (if an attorney is retained for collection) shall be added to the unpaid balance. Owner will make progress payments on the basis of the work completed per month, based on Contractor's estimate.
- 22) Owner represents to Contractor that it has obtained competent engineering advice and that, based upon such engineering advice the roof deck on which the installation is to be made is in a sound weight-bearing condition, sufficient for the purposes of Contractor's work and that all surfaces to be utilized by Contractor for fastening, adhering or attaching the roofing system will be adequate for the installation to be performed. Promptly after execution of this agreement and prior to commencement of Contractor's work, Owner will inform Contractor in writing of any deck or subsurface conditions, including specifically electrical and other utility conduit that could be damaged by penetrations made by Contractor in installing the roofing system.
- 23) At the time Contractor commences its work, Owner will provide Contractor with exclusive access and use of all roof areas where work is to be performed and such additional areas as are reasonably necessary for the Contractor to perform its work without interruption. All roof area work surfaces shall be free of debris and in a dry accessible condition. If preliminary work on the roof area is to be performed by others prior to Contractor's work, such work will be complete. Contractor shall not be required to perform its work while snow or other moisture conditions exist on the roof surface, unless Owner provides for removal or curing of such conditions.
- 24) Owner shall obtain permission for Contractor to work on or over adjoining property, if reasonably necessary to perform this contract, at no cost to Contractor. Owner will arrange for restriction of vehicles on property under Owner's control in reasonable proximity of the job site to prevent damage while Contractor's work is in progress, if requested by Contractor.
- 25) Owner understands and agrees that Contractor shall have no responsibility at any time after completion of the work for damages of any kind to persons or property located below the installed roof membrane, whether or not such damages result from (a) leaks or other weather-oriented sources, or (b) mold growth.
- 26) Owner shall permit ready and convenient access to the building and roof area at all times.
- 27) Owner shall promptly inspect Contractor's work upon notice of completion, and shall either accept the work or give prompt, written notice to Contractor of omitted work or of other discrepancies. If Owner fails to give such notice to Contractor within seven (7) days from notice of completion, Contractor's performance shall be deemed to be completed for purposes of final payment.
- 28) Owner will rely exclusively upon the warranty, if any, of the manufacturer of any materials that are not specifically described and included in the "sample warranty" attached hereto.
- 29) Owner shall make no changes in the scope of the roof installation described herein or the specifications that would tend to disqualify the installation from the issuance of the Manufacturer's warranty referred to above.
- 30) If Contractor's work is to be inspected by Owner's representative, or an architect, Owner agrees to make firm arrangements to have

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such person available promptly after notice to make inspection as Contractor's work progresses, so as not to cause delay. Owner designates _____ to execute additional work orders or changes and to act for and on behalf of Owner to accept completed work.

- 31) If, in order for Contractor to perform its work under this contract, it becomes necessary to disconnect, remove, relocate or otherwise deal with any mechanical or other equipment located on the deck or other surface on which Contractor's work is to be performed, Owner or Owner's agent shall provide for the disconnection, removal, relocation or other appropriate action with respect to such mechanical or other equipment and further, shall provide for the reconnection, replacement or relocation of such mechanical or other equipment following completion of Contractor's work. Contractor shall have no responsibility with respect to any such rooftop equipment, unless it is specifically provided otherwise in this Agreement.
- 32) Owner agrees to provide at its expense builder's risk insurance for the benefit and protection of Contractor.
- 33) Prior to Contractor's commencement of performance of its work under this contract, an appropriate number of tests of substances and materials above and below the roof deck shall be conducted by, or on behalf of the Owner, at Owner's expense, to determine if (a) asbestos or similar hazardous materials or (b) mold of such type or in such quantity as to require remediation (hereafter "potentially harmful materials") are present, above or below the roof deck, which could be disturbed or otherwise affected by Contractor's work under this contract. If such tests indicate the presence of potentially harmful materials, Contractor may, at its option, (a) terminate this agreement upon written notice by Contractor to Owner; (b) delay commencement of performance of its work under this contract until such potentially harmful materials, and any hazards connected therewith, are located and abated, encapsulated or removed (in which case Contractor shall receive an extension of time to complete its work hereunder and compensation for delays encountered as a result of such situation and correction); or (c) proceed to locate, abate, encapsulate and remove such potentially harmful materials and any hazards connected therewith at a price to be determined by mutual agreement of Contractor and Owner and to be paid by Owner. If Contractor proceeds with its work under this agreement on the assumption that there are no potentially harmful materials present, based upon results of tests conducted prior to commencement of its performance, and does in fact encounter any such potentially harmful materials in the course of performing its work, or if such potentially harmful materials are encountered by any other firm performing work at the job site, and Contractor determines that such potentially harmful materials present a hazard to its employees, Contractor shall have the right to discontinue its work and remove its employees from the job site until such potentially harmful materials, and any hazards connected therewith, are located and abated, encapsulated or removed, or it is determined that no hazard exists (as the case may be), and Contractor shall receive an extension of time to complete its work hereunder and compensation for delays encountered as a result of such situation and correction.
- 34) To the extent permitted by law, Owner shall defend, indemnify and hold Contractor harmless from any and all penalties, actions, liabilities, costs, expenses and damages arising from or relating to the presence of (a) asbestos or similar hazardous materials or (b) mold of such type or in such quantity as to require remediation (hereafter "potentially harmful materials") at this work site, including without limitation, installation, disturbance or removal of any product containing potentially harmful materials or violation of governmental regulations relating to such potentially harmful materials. Owner releases Contractor from all claims and liabilities relating to such potentially harmful materials at this work site, including claims for subrogation. Should Contractor undertake to locate, abate, encapsulate and remove any potentially harmful materials present at this work site, provided Contractor conducts its operations in accordance with applicable requirements established by the Occupational Safety and Health Administration and the Environmental Protection Agency, Owner agrees to exonerate, indemnify, defend and hold harmless Contractor from and against all claims, demands and lawsuits and all damages, expenses and losses incurred by Contractor's removal of potentially harmful materials from Owner's building and work site. Without limitation of the foregoing, this indemnification shall include any and all claims, damages, fines, judgments, penalties, costs, response costs, liabilities, or losses (including, without limitation, any and all sums paid for settlement of claims, attorneys, consultant and expert fees) incurred by Contractor resulting from Contractor's removal, transportation and disposal of potentially harmful materials from Owner's building and work site, and specifically including any and all costs incurred because of any investigation of the site at which such materials are disposed of by Contractor or any cleanup, removal, remediation or restoration of such site mandated by a federal, state, or local agency or political subdivision. As used herein, the term "hazardous substances" means:
 - a. Any "hazardous waste" as defined by the Resource Conservation and Recovery Act of 1976, as amended from time to time, and any regulations promulgated thereunder;
 - b. Any "hazardous substance" as defined by the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended from time to time, and regulations promulgated thereunder; and
 - c. Any substance that is or becomes regulated by any federal, state, or local governmental authority.
- 35) Owner agrees to comply with all roofing system design and construction requirements mandated by law which apply to this re-roofing project, whether brought to Owner's attention by Owner's representative or architect, or by Contractor, or otherwise, including specifically all applicable building code requirements.

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ARBITRATION, ACCEPTANCE AND EXECUTION

- 36) All disputes, claims and questions regarding the rights and obligations of the parties under the terms of this Agreement are subject to arbitration. Either party may make a demand for arbitration by filing such demand in writing with the other party within thirty (30) days after the dispute first arises. Thereafter, arbitration shall be conducted in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then in effect.
- 37) This document, when accepted by Owner, will constitute the entire agreement between the parties hereto, there being no promises or agreements, written or oral, except as herein set forth. Within thirty (30) days from the date hereof, but not thereafter, Owner may accept this proposal by executing the same in the place provided and returning to Contractor.
- 38) Owner accepts the total price of \$ _____ and Terms and Conditions of this contract on _____, 20____.

ACCEPTED BY:

SUBMITTED BY:

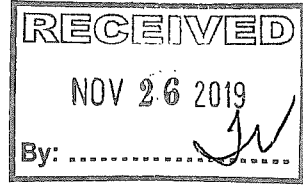
By: _____
Owner

By: McKinnis Roofing & Sheet Metal, Inc.
Contractor

Title: _____

Title: _____

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Red Oak Community School District
Staff Selection Recommendation

Date: 11-26

Building: Admin Jr/Sr High Inman Elementary Trans
(Please Circle All That Apply)

Position: Wrestling Volunteer Assistant

Name: Caleb Orme

Certified:
Lane: N/A

Step: N/A

Salary: N/A

Classified:
Hourly Rate: N/A

Hours Per Day: N/A

[Signature]
Principal/Director

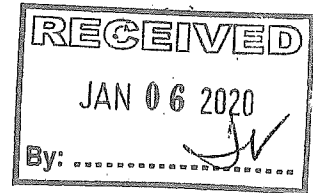
Please send form to Superintendent for Board Approval

Office Use Only
Background Check: _____

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Tammi VanMeter

From: Tiegen Podliska
Sent: Monday, January 6, 2020 3:05 PM
To: Tammi VanMeter
Subject: FW: Softball assistant



-----Original Message-----

From: Dana Ramirez [mailto:dana.ramirez@hotmail.com]
Sent: Thursday, December 19, 2019 4:32 PM
To: Tiegen Podliska <podliskat@roschools.org>
Subject: Softball assistant

Good afternoon Tiegen,

I am sending this email in regards to the telephone conversation that we had today. Please accept this email as a request to rescind my acceptance of the assistant softball coach position with the Red Oak School District.

Thank you for understanding.

Best regards,
Dana Ramirez