



## **Red Oak Community School District**

**604 S Broadway St**

**Red Oak, Iowa 51566**

**712.623.6600**

**[www.redoakschooldistrict.com](http://www.redoakschooldistrict.com)**

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

Red Oak Inman Elementary School Campus for:

Board Members, Superintendent, Business Manager

VIA Internet and Phone for others-visit school website for information

### **Public Hearing on the 2020-2021 Calendar 7:10 p.m.**

Monday, June 8, 2020 – 7:00 p.m.

#### **- Amended 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
  - 5.2 Visitors and Presentations-Introduction of Inman Elementary Principal Jane Chaillie
  - 5.3 Affirmations and Commendations
  - 5.4 Correspondence
  - 5.5 Public Comments
- 6.0 Consent Agenda
  - 6.1 Review and Approval of Minutes from May 26, 2020 *pg 1-3*
  - 6.2 Review and Approval of Monthly Business Reports *pg 4-11*
  - 6.3 Open Enrollment Requests Consideration
    - 6.3.1 Open Enrollment for 6<sup>th</sup> grader Lillyan Ford from Red Oak Community School District to Stanton Community School District for the 2020-2021 school year.
    - 6.3.2 Open Enrollment for 8<sup>th</sup> grader Gavin Ford from Red Oak Community School District to Stanton Community School District for the 2020-2021 school year
- 7.0 General Business for the Board of Directors
  - 7.1 Old Business
    - 7.1.1 Discussion/Approval of lease agreement for staff and student computers for the 2020-2021 school year *pg 12-13*
  - 7.2 New Business
    - 7.2.1 Discussion on facilities which includes Early Childhood Center, Central Office building, Webster and Bancroft
    - 7.2.2 Discussion on technology for 2020-2021 school year

- 7.2.3 Discussion on obtaining pricing for all buildings for signage
- 7.2.4 Discussion on Summer Transportation COVID-19 Guidance-Mark Erickson Pg 14-15
- 7.2.5 Discussion/Approval of the 2020-2021 school calendar as presented Pg 16
- 7.2.6 Discussion and Establishment of Salaries for 2020-2021 Nate Perrien, Jr./Sr. High Principal; Deb Drey, Business Manager, Bob Deter, Tech Director; Heather Hall R.N., School Nurse; Adam Wenberg, Lead Maintenance, District Administrative Center Staff Members, Heidi Harris, Accounting Clerk; Tammi VanMeter, Administrative Assistant; Valerie Tracy, Human Resources; Chris Vannausdle, Maintenance Ground Tech; Roger Vannausdle, Maintenance
- 7.2.7 Discussion/Approval of Supplemental Contracts for Coaches and Sponsors for the 2020-2021 school year Pg 17-18
- 7.2.8 Discussion/Approval of Issuing Red Oak Support Staff Association contracts for 2020-2021 school year per 2019-2021 Master Contract
- 7.2.9 Discussion/Approval of the re-authorization of lease agreement with Montgomery County Child Development Association Pg 19-22
- 7.2.10 Discussion/Approval of Consortium agreement with Glenwood Community School District for the 2020-2021 school year Pg 23-36

Personnel Considerations

- 7.2.11 Discussion/Approval of the resignation of Mark Erickson as School Administrative Manager, High School Lead Teacher and Student Council Sponsor effective at the end of the 2019-2020 school year pending hire as Athletic Director Pg 37
- 7.2.12 Discussion/Approval of hiring of Mark Erickson as Athletic Director for the 2020-2021 school year Pg 38
- 7.2.13 Discussion/Approval of the resignation of John Allison as Paraprofessional effective at the end of the 2019-2020 school year Pg 39
- 7.2.14 Discussion/Approval of the resignation of Janelle Erickson as Jr.-Sr. High School Student Council Sponsor effective at the end of the 2019-2020 school year Pg 40
- 7.2.15 Discussion/Approval of the resignation of Weston Rolenc as Jr. Varsity/Assistant Boys' Basketball Coach and Jr High Boys' Track Coach effective at the end of the 2019-2020 school year Pg 41
- 7.2.16 Discussion/Approval of the resignation of Lisa Artherholt as yearbook sponsor effective at the end of the 2019-2020 school year Pg 42

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, June 22, 2020 – 7:00 pm  
 Red Oak Inman Elementary  
 Red Oak CSD Inman Elementary Campus

10.0 Adjournment

Red Oak Community School District  
Meeting of the Board of Directors  
Meeting Location: Red Oak Inman Elementary & Via Phone/Internet  
Red Oak Inman Elementary Campus  
May 26, 2020

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.

**Present**

Directors: Bret Blackman, Roger Carlson, Jackie DeVries, Bryce Johnson, Kathy Walker  
Superintendent Tom Messinger, Business Manager Deb Drey via internet, Assistant Board  
Secretary Tammi VanMeter

**Approval of Agenda**

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

**Consent Agenda**

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

**FY20 Budget Amendment Hearing**

President Johnson opened the FY20 Budget Amendment Public Hearing at 7:08 p.m. There were no comments. The public hearing was closed at 7:12 p.m.

**Marzano Framework Update**

Superintendent Messinger updated the Board on the Marzano Framework.

**FY20 Budget Amendment**

Motion by Director Carlson, second by Director Walker to approve the 2019-2020 Budget Amendment as presented. Motion carried unanimously.

**FY21 Specialty Underwriters Insurance Renewal**

Motion by Director Walker, second by Director Blackman to approve the renewal of Specialty Underwriters Insurance for the FY21. Motion carried unanimously.

**FY21 IJAG Memorandum of Understanding**

Motion by Director Blackman, second by Director DeVries to approve the FY21 IJAG Memorandum of Understanding. Motion carried 4-0 with Director Walker abstaining.

**2020-2021 ROEA Master Contract**

Motion by Director Walker, second by Director Blackman to ratify the 2020-2021 Red Oak Education Association Master Contract as presented. Motion carried unanimously.

**Chevrolet Van Loss Settlement**

Motion by Director Walker, second by Director Blackman to approve the loss settlement of 2000 Chevrolet Van in the amount of \$1,542.60. Motion carried unanimously.

**2020-2021 Kindergarten Registration Update**

Elementary Principal Gayle Allensworth gave an update of the 2020-2021 Kindergarten registration and numbers.

**Continuation of May 26, 2020 Meeting Minutes-Page 2**

**Grades 7-12 Student Laptop Lease/Purchase**

Motion by Director Blackman, second by Director Walker to approve the HP ProBookx360 for students in grades 7-12. Motion carried unanimously.

**Staff Laptops**

Motion by Director Blackman, second by Director Walker to approve the HP ProBook 440 for staff members. Motion carried unanimously.

**Grades K-5 Computers**

Motion by Director Carlson, second by Director Blackman to purchase Chromebooks for grades 3-5 and grades K-2 pending a better lease deal if all purchased together. Motion carried unanimously.

**Linewize Content Filtering/Classroom Management**

Motion by Director Blackman, second by Director Walker to purchase Linewize as the District's content filtering/classroom management software. Motion carried unanimously.

**CNA Position Posting**

Motion by Director Walker, second by Director Carlson to post for a Certified Nursing Assistant position for the 2020-2021 school year. Motion carried unanimously.

**Personnel Considerations**

Motion by Director Blackman, second by Director Walker to accept the resignation of Michael Webb as Head Bowling Coach effective at the end of the 2019-2020 school year. Motion carried unanimously.

Motion by Director Blackman, second by Director DeVries to accept the resignation of Linda Guerra as ESL Para Professional effective at the end of the 2019-2020 school year. Motion carried unanimously.

Motion by Director Blackman, second by Director DeVries to approve the hire of Justin Williams as JR/SR High School Assistant Principal for the 2020-2021 school year pending background check. Motion carried unanimously.

**Closed Session**

Motion by Director Carlson, second by Director Walker to go into closed session at 8:29 p.m. per Section 21.5(1)(i) of the Iowa Code to evaluate the professional competency of an individual whose appointment, hiring, performance or discharge is being considered when necessary to prevent needless and irreparable injury to that individual's reputation and that individual requests a closed session and per section 21.5(1)(a) of the Iowa Code to review or discuss records which are required or authorized by state or federal law to be kept confidential. Motion carried unanimously.

Came out of closed session at 9:48 p.m.

**Continuation of May 26, 2020 Meeting Minutes-Page 3**

**Adjournment**

Motion by Director Carlson, second by Director Blackman to adjourn the meeting at 9:50 p.m.

Motion carried unanimously.

Next Board of Directors Meeting

Monday, June 8<sup>th</sup>, 2020 – 7:00 p.m.

Red Oak Inman Elementary Cafeteria

Red Oak CSD Inman Elementary Campus

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Bryce Johnson, President

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Deb Drey, Board Secretary

RED OAK BOARD REPORT

Vendor Name	Invoice Number	Amount
Account Number	Detail Description	Amount
Checking Account ID 1	Fund Number 10	OPERATING FUND
AGRIVISION	3099392	212.47
10 9010 2600 000 0000 618	Starter for Mower - Maintenance	212.47
Vendor Name AGRIVISION		<u>212.47</u>
APPLE COMPUTER, INC.	1011080841	2,268.00
10 9010 2235 000 0000 734	16-inch MacBook Pro with Touch Bar: 2.6G	2,199.00
10 9010 2235 000 0000 734	USB-C Digital AV Multiport Adapter	69.00
Vendor Name APPLE COMPUTER, INC.		<u>2,268.00</u>
BAKER, ZOEY	060420ZB	305.47
10 0418 1000 100 8001 612	PTO REIMBURSEMENT CLASSROOM SUPPLIES	305.47
Vendor Name BAKER, ZOEY		<u>305.47</u>
BISSELL, MALISSA	060420MB	271.00
10 9010 1000 100 0000 567	2nd Sem OE Out Transportation	271.00
Vendor Name BISSELL, MALISSA		<u>271.00</u>
CAM COMMUNITY SCHOOL DISTRICT	CAMOE	7,811.10
10 9010 1000 100 0000 567	OE Out 2nd Sem 2019-2020	7,450.74
10 9010 1000 130 3116 567	TLC Out 2nd Sem 2019-2020	360.36
Vendor Name CAM COMMUNITY SCHOOL DISTRICT		<u>7,811.10</u>
CENTURY LINK	052520CL	507.01
10 9010 2490 000 0000 532	Districtwide Long Distance	507.01
Vendor Name CENTURY LINK		<u>507.01</u>
CHAT MOBILITY	051520CM	578.24
10 0418 2410 000 0000 532	Sam IES Phone x 1	39.99
10 0418 2410 000 0000 532	IES Principal Phone (90%)	39.33
10 0445 2410 000 0000 532	ROECC Principal Phone (10%)	4.37
10 0109 2410 000 0000 532	Jr/Sr HS Principal Phone	43.70
10 9010 2490 410 1112 530	ESL Phone x 1	39.99
10 9010 2510 000 0000 532	SBO Phone	39.99
10 9010 2510 000 0000 532	District Mifi	50.95
10 9010 2490 000 0000 530	Bus Barn Phones x 2	79.98
10 9010 2490 000 0000 530	Maintenance Phones x 3	119.97
10 9010 2490 000 0000 530	Technology Phones x 2	79.98
10 9010 2490 000 0000 530	Nurse Phone x 1	39.99
Vendor Name CHAT MOBILITY		<u>578.24</u>
CHILTON, KRISTINA	060120KC	300.00
10 0418 1000 100 8001 612	PTO REIMBURSEMENT CLASSROOM SUPPLIES	300.00
Vendor Name CHILTON, KRISTINA		<u>300.00</u>
CLARINDA COMMUNITY SCHOOLS	052620CCSD	7,062.50
10 9010 1000 100 0000 567	OE Out 2nd Sem 2019-2020	6,736.00
10 9010 1000 130 3116 567	TLC Out 2nd Sem 2019-2020	326.50
Vendor Name CLARINDA COMMUNITY SCHOOLS		<u>7,062.50</u>

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RED OAK BOARD REPORT

Vendor Name	Invoice Number	Amount
Account Number	Detail Description	Amount
CLAYTON RIDGE COMMUNITY SCHOOL DISTRICT	052920CRCSD	17,656.25
10 9010 1000 130 3116 567	TLC Out 2nd Sem 2019-2020	816.25
10 9010 1000 100 0000 567	OE Out 2nd Sem 2019-2020	16,840.00
Vendor Name CLAYTON RIDGE COMMUNITY SCHOOL DISTRICT		<u>17,656.25</u>
COOK, TORI	060120tc	138.84
10 0418 1000 100 8001 612	PTO REIMBURSEMENT CLASSROOM SUPPLIES	138.84
Vendor Name COOK, TORI		<u>138.84</u>
DENTLINGER, CONNIE	060120cd	396.54
10 0418 1000 100 8001 612	PTO REIMBURSEMENT CLASSROOM SUPPLIES	396.54
Vendor Name DENTLINGER, CONNIE		<u>396.54</u>
DHS CASHIER 1ST FLOOR	052320DHS	1,127.97
10 9010 4634 219 4634	Medicaid Provider Share - 5/2020	1,127.97
Vendor Name DHS CASHIER 1ST FLOOR		<u>1,127.97</u>
DICKEL DUIT OUTDOOR POWER, INC.	43644	85.25
10 9010 2600 000 0000 618	Hustler Mower Parts	85.25
Vendor Name DICKEL DUIT OUTDOOR POWER, INC.		<u>85.25</u>
DOLCH, REBECCA	60120rd	133.36
10 0418 1000 100 8001 612	PTO REIMBURSEMENT CLASSROOM SUPPLIES	133.36
Vendor Name DOLCH, REBECCA		<u>133.36</u>
FASTENAL COMPANY	78532	4.09
10 9010 2600 000 0000 618	Maint Supplies - Std Collar, Nuts/Bolts	4.09
FASTENAL COMPANY	78649	6.56
10 9010 2600 000 0000 618	Maintenance Parts for Softball	6.56
Vendor Name FASTENAL COMPANY		<u>10.65</u>
FBG SERVICE CORPORATION	874527	31,867.25
10 9010 2600 000 0000 340	Districtwide Janitorial - 5/2020	31,867.25
Vendor Name FBG SERVICE CORPORATION		<u>31,867.25</u>
GLENWOOD COMMUNITY SCHOOLS	060420GCSD	2,240.32
10 9010 1200 217 3303 320	Apex Level III X 1 - 5/2020	2,240.32
Vendor Name GLENWOOD COMMUNITY SCHOOLS		<u>2,240.32</u>
GREAT AMERICA FINANCIAL SERVICES	27158222	1,421.80
10 9010 2520 000 0000 618	Admin Office Copier Lease - 6/2020	250.78
10 0445 1000 100 0000 359	ROECC Office Copier Lease - 6/2020	113.98
10 0445 1000 100 0000 359	ROECC Media Center Copier Lease - 6/2020	134.42
10 0109 1000 100 0000 359	Jr/SR Office Copier Lease -	139.00

Vendor Name	Invoice Number	Amount
Account Number	Detail Description	Amount
	6/2020	
10 0109 1000 100 0000 359	Jr/Sr Media Copier Lease - 6/2020	107.69
10 0109 1000 100 0000 359	Jr/Sr Guidance Copier Lease - 6/2020	160.48
10 0109 1000 100 0000 359	Jr/ Sr Teacher Rm Copier Lease - 6/2020	134.38
10 0418 1000 100 0000 359	IES Office Copier Lease - 6/2020	139.00
10 0418 1000 100 0000 359	IES Teacher Room Copier Lease - 6/2020	107.69
10 0418 1000 100 0000 359	IES Media Center Copier Lease - 6/2020	134.38
Vendor Name	GREAT AMERICA FINANCIAL SERVICES	<u>1,421.80</u>
GRISWOLD COMMUNITY SCHOOLS	052620GCSD	25,045.25
10 9010 1000 100 0000 567	OE Out 2nd Sem 2019-2020	23,576.00
10 9010 1000 100 3116 567	TLC Out 2nd Sem 2019-2020	1,469.25
Vendor Name	GRISWOLD COMMUNITY SCHOOLS	<u>25,045.25</u>
HOWARD'S SPORTING GOODS	8666-A/8705	1,493.00
10 0109 1000 100 8220 618	ATHLETIC EQUIPMENT - COVID	1,493.00
Vendor Name	HOWARD'S SPORTING GOODS	<u>1,493.00</u>
JOSTENS	24578918	31.66
10 0109 2410 000 0000 618	Diplomas	31.66
JOSTENS	24681371	14.04
10 0109 2410 000 0000 618	Diplomas	14.04
Vendor Name	JOSTENS	<u>45.70</u>
LEINEN, KIMBRA	060120KL	200.00
10 0418 1000 100 8001 612	PTO REIMBURSEMENT CLASSROOM SUPPLIES	200.00
Vendor Name	LEINEN, KIMBRA	<u>200.00</u>
MATHESON TRI-GAS	21712103	470.36
10 0109 1300 370 0000 612	Oxygen Tank Refill	36.13
10 0109 1300 370 0000 612	Acetylene Tank Refill	412.28
10 0109 1300 370 0000 612	Delivery Charge	16.10
10 0109 1300 370 0000 612	Hazardous Material Charge	5.85
Vendor Name	MATHESON TRI-GAS	<u>470.36</u>
MEDIACOM	051820MC	148.65
10 9010 2236 000 0000 536	Admin PRI w/Transfer Charge	148.65
MEDIACOM	052120MC	2,780.00
10 9010 2236 000 0000 536	Districtwide Internet - 6/2020	2,780.00
MEDIACOM	052120MCPRI	773.47
10 9010 2236 000 0000 536	Districtwide PRI Lines	773.47
Vendor Name	MEDIACOM	<u>3,702.12</u>
MIDAMERICAN ENERGY	052020MAE	11,381.15
10 9010 2600 000 0000 621	Admin Gas - 5/2020	102.35
10 0109 2600 000 0000 622	Jr/Sr Electricity - 5/2020	6,948.75
10 9010 2600 000 0000 622	Admin Office Electricity - 5/2020	69.89

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RED OAK BOARD REPORT

Vendor Name	Invoice Number	Amount
Account Number	Detail Description	Amount
10 9010 2600 000 0000 622	FBF/BBF Electricity - 5/2020	96.09
10 9010 2600 000 0000 622	Bus Barn Electricity - 5/2020	298.47
10 9010 2600 000 0000 622	Admin/BB Electricity - 5/2020	294.11
10 0418 2600 000 0000 622	IES Electricity - 5/2020	2,716.92
10 0445 2600 000 0000 622	ROECC Electricity - 5/2020	854.57
Vendor Name MIDAMERICAN ENERGY		<u>11,381.15</u>
ONESOURCE THE BACKGROUND CHECK COMPANY	3330-20200531	60.00
10 9010 2310 000 0000 340	Employee Background Checks	60.00
ONESOURCE THE BACKGROUND CHECK COMPANY	33302002	5.00
10 9010 2310 000 0000 340	Background Check	5.00
Vendor Name ONESOURCE THE BACKGROUND CHECK COMPANY		<u>65.00</u>
PLUMB SUPPLY/RIBACK SUPPLY	6574539	21.46
10 0109 2600 000 0000 618	Moen Hot Cartridge - Jr/Sr HS	10.73
10 0109 2600 000 0000 618	Moen Cold Cartridge - Jr/Sr HS	10.73
PLUMB SUPPLY/RIBACK SUPPLY	6642178	25.48
10 0109 2600 000 0000 618	Jr/Sr HS Cooling Unit Supplies	25.48
PLUMB SUPPLY/RIBACK SUPPLY	6650800	144.87
10 0109 2600 000 0000 618	Moen Faucet - Jr/Sr HS	144.87
PLUMB SUPPLY/RIBACK SUPPLY	6652800	330.16
10 0109 2600 000 0000 618	Sewage Pump - Jr/Sr HS	330.16
PLUMB SUPPLY/RIBACK SUPPLY	6654567	7.99
10 0418 2600 000 0000 618	Urinal Gasket - IES	7.99
Vendor Name PLUMB SUPPLY/RIBACK SUPPLY		<u>529.96</u>
QUILL CORP.	521/914/248	103.60
10 9010 2310 000 0000 611	Office Signs and Mail Receptacles	103.60
Vendor Name QUILL CORP.		<u>103.60</u>
RED OAK DO IT CENTER	99433	31.49
10 9010 2600 000 0000 618	#12 Aluminum Scoop	31.49
Vendor Name RED OAK DO IT CENTER		<u>31.49</u>
RED OAK HARDWARE HANK	48477	4.49
10 9010 2600 000 0000 618	Receptacle - Maintenance	4.49
RED OAK HARDWARE HANK	79717	104.97
10 9010 2600 000 0000 618	Paint for BBF/SBF	104.97
RED OAK HARDWARE HANK	79799	287.71
10 9010 1000 100 8220 618	Hand Sanitizer - Districtwide	287.71
Vendor Name RED OAK HARDWARE HANK		<u>397.17</u>
REHBEIN, BETH	060120BR	429.95
10 0418 1000 100 8001 612	PTO REIMBURSEMENT CLASSROOM SUPPLIES	429.95
Vendor Name REHBEIN, BETH		<u>429.95</u>



RED OAK BOARD REPORT

Vendor Name	Invoice Number	Amount
Account Number	Detail Description	Amount
RICK ENGEL, ATTY.	May2020	700.00
10 9010 2310 000 0000 342	May 2020 Legal Services	700.00
Vendor Name RICK ENGEL, ATTY.		<u>700.00</u>
SCHILDBERG CONSTRUCTION CO.	107874/10835	609.70
	9	
10 9010 2600 000 0000 618	AG LIME BASEBALL	609.70
Vendor Name SCHILDBERG CONSTRUCTION CO.		<u>609.70</u>
SELLERS PEST CONTROL-ART SELLERS	28357	110.00
10 9010 2600 000 0000 425	Districtwide Pest Control	110.00
Vendor Name SELLERS PEST CONTROL-ART SELLERS		<u>110.00</u>
SMITS, MELINDA	60120MS	672.07
10 0418 1000 100 8001 612	PTO REIMBURSEMENT CLASSROOM SUPPLIES	672.07
Vendor Name SMITS, MELINDA		<u>672.07</u>
SOCS/FES	11265	405.00
10 9010 2236 000 0000 536	June 2020 Web Hosting	405.00
Vendor Name SOCS/FES		<u>405.00</u>
STANTON COMMUNITY SCHOOL DIST.	052020SCS	3,896.83
10 0109 1000 100 0000 565	Concurrent Classes 2019-2020	3,896.83
STANTON COMMUNITY SCHOOL DIST.	052720SCS	166,321.88
10 9010 1000 100 0000 567	OE Out 2nd Sem 2019-2020	158,632.80
10 9010 1000 100 3116 567	TLC Out 2nd Sem 2019-2020	7,689.08
Vendor Name STANTON COMMUNITY SCHOOL DIST.		<u>170,218.71</u>
TIMBERLINE BILLING SERVICE LLC	19577	116.42
10 9010 2510 217 3303 359	Addl March 2020 Medicaid Federal	116.42
Vendor Name TIMBERLINE BILLING SERVICE LLC		<u>116.42</u>
US CELLULAR	373227313	2,819.03
10 9010 2236 000 8220 536	Student Mifi's - Covid 19	2,819.03
Vendor Name US CELLULAR		<u>2,819.03</u>
WIIG, BRITTANY	060120BW	39.00
10 0418 1000 100 8001 612	PTO REIMBURSEMENT CLASSROOM SUPPLIES	39.00
Vendor Name WIIG, BRITTANY		<u>39.00</u>
Fund Number 10		<u>293,978.70</u>
Checking Account ID 1	Fund Number 36	PHYSICAL PLANT & EQUIPMENT
INPRO CORP	1491917	40.64
36 0109 2600 000 0000 739	Jr/Sr HS Wall Protection Trowels	40.64
INPRO CORP	1492082	1,183.22
36 0109 2600 000 0000 739	Jr/Sr High School Adhesive for Wall Prot	1,183.22
Vendor Name INPRO CORP		<u>1,223.86</u>
Fund Number 36		<u>1,223.86</u>

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RED OAK BOARD REPORT

Vendor Name	Invoice Number	Amount
Account Number	Detail Description	Amount
Checking Account ID 1		295,202.56
Checking Account ID 2	Fund Number 61	SCHOOL NUTRITION FUND
BUTZ, CHRISTIE	060320CB	28.95
61 483 000 0000 000	Senior Lunch Account Reimbursement	28.95
Vendor Name BUTZ, CHRISTIE		28.95
GILLELAND, LORI	060320LG	22.80
61 483 000 0000 000	Senior Lunch Account Reimbursement	22.80
Vendor Name GILLELAND, LORI		22.80
HURT, PAMELA	060320PH	85.75
61 483 000 0000 000	Senior Lunch Account Reimbursement	85.75
Vendor Name HURT, PAMELA		85.75
JACK, MEGAN	060320MJ	18.37
61 483 000 0000 000	Senior Lunch Account Reimbursement	18.37
Vendor Name JACK, MEGAN		18.37
JANSKY, LORI	060320lj	2.60
61 483 000 0000 000	Senior Lunch Account Reimbursement	2.60
Vendor Name JANSKY, LORI		2.60
KOPPA, TERRY	060320TK	36.80
61 483 000 0000 000	Senior Lunch Account Reimbursement	36.80
Vendor Name KOPPA, TERRY		36.80
LUKEHART, RACHAEL	060320RL	77.95
61 483 000 0000 000	Senior Lunch Account Reimbursement	77.95
Vendor Name LUKEHART, RACHAEL		77.95
MAYNES, KELLY	060320KM	15.45
61 483 000 0000 000	Senior Lunch Account Reimbursement	15.45
Vendor Name MAYNES, KELLY		15.45
MCCUNN, NAOMI	060320NM	23.30
61 483 000 0000 000	Senior Lunch Account Reimbursement	23.30
Vendor Name MCCUNN, NAOMI		23.30
MENSEN, LEAH	060320LM	58.75
61 483 000 0000 000	Senior Lunch Account Reimbursement	58.75
Vendor Name MENSEN, LEAH		58.75
MORGAN, TANYA	060320TM	18.95
61 483 000 0000 000	Senior Lunch Account Reimbursement	18.95

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RED OAK BOARD REPORT

Vendor Name	Invoice Number	Amount
Account Number	Detail Description	Amount
Vendor Name MORGAN, TANYA		<u>18.95</u>
PAPPAS, DEBBIE	060320DP	36.35
61 483 000 0000 000	Senior Lunch Account Reimbursement	36.35
Vendor Name PAPPAS, DEBBIE		<u>36.35</u>
PHILBY, TAMMY	060320TP	20.85
61 483 000 0000 000	Senior Lunch Account Reimbursement	20.85
Vendor Name PHILBY, TAMMY		<u>20.85</u>
PLAMBECK, KIM	060320KP	5.20
61 483 000 0000 000	Senior Lunch Account Reimbursement	5.20
Vendor Name PLAMBECK, KIM		<u>5.20</u>
WALKER, KATHY	060220KW	32.40
61 483 000 0000 000	Senior Lunch Account Reimbursement	32.40
Vendor Name WALKER, KATHY		<u>32.40</u>
WENSTRAND, JOHN	060320JW	49.55
61 483 000 0000 000	Senior Lunch Account Reimbursement	49.55
Vendor Name WENSTRAND, JOHN		<u>49.55</u>
WEST, MELANIE	060320mw	22.85
61 483 000 0000 000	Senior Lunch Account Reimbursement	22.85
Vendor Name WEST, MELANIE		<u>22.85</u>
WINGERT, DALE	060320DW	16.35
61 483 000 0000 000	Senior Lunch Account Reimbursement	16.35
Vendor Name WINGERT, DALE		<u>16.35</u>
Fund Number 61		<u>573.22</u>
Checking Account ID 2		<u>573.22</u>
Checking Account ID 3	Fund Number 21	STUDENT ACTIVITY FUND
GRAPHIC EDGE, THE	1419027	1,644.13
21 0109 1400 910 6835 618	SOFTBALL UNIFORMS	1,644.13
Vendor Name GRAPHIC EDGE, THE		<u>1,644.13</u>
HOWARD'S SPORTING GOODS	8702	156.00
21 0109 1400 910 6835 618	SOFTBALLS	156.00
Vendor Name HOWARD'S SPORTING GOODS		<u>156.00</u>
IA HIGH SCHOOL SPEECH ASSOC.	060420IHSSA	23.00
21 0109 1400 910 6110 320	9TH GR SPEECH REGISTRATION	23.00
Vendor Name IA HIGH SCHOOL SPEECH ASSOC.		<u>23.00</u>
JUSTBATS.COM	5597499	702.85
21 0109 1400 920 6730 618	BASEBALL BATS	702.85

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RED OAK BOARD REPORT

Vendor Name	Invoice Number	Amount
Account Number	Detail Description	Amount
Vendor Name JUSTBATS.COM		<u>702.85</u>
NATIONAL FFA ORGANIZATION	MDS-206661	11.99
21 0109 1400 950 7407 618	Misc. Items FFA	<u>11.99</u>
Vendor Name NATIONAL FFA ORGANIZATION		11.99
PODLISKA, TIEGEN	060320TP	225.63
21 9010 1400 920 6600 580	AD Travel Reimbursement (Feb/Mar)	225.63
Vendor Name PODLISKA, TIEGEN		<u>225.63</u>
SHENANDOAH HIGH SCHOOL	20200605	250.00
21 0109 1400 920 6720 340	FB DISTRICTS FEES 2 YRS	<u>250.00</u>
Vendor Name SHENANDOAH HIGH SCHOOL		250.00
Fund Number 21		<u>3,013.60</u>
Checking Account ID 3		<u>3,013.60</u>

//

## Deb Drey

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**From:** Jason Marquardt <jmarquardt@amcapfinance.com>  
**Sent:** Thursday, May 28, 2020 3:39 PM  
**To:** Deb Drey  
**Subject:** re[8]: Tech Lease Information

Deb

Thanks. Please see the below lease options. Let me know if you have any questions.

4 Year, True Lease/FMV Lease= \$82,460.95/yr

4 Year, \$1 Buyout Lease (w/legal opinion from council)= \$84,897.28/yr

4 Year, \$1 Buyout Lease (w/o legal opinion from council)= \$86,077.83/yr

Now, one thing to be careful of... there are some leasing companies (Vantage for one) who likes to underbid on the pricing above but then hit you with hidden fees and charges. These can easily add up to \$5,000+. Things such as documentation fees, interim (or pre-commencement) rent, ucc fees, etc. Just something to look out for.

Jason Marquardt  
Executive Vice President  
American Capital  
630-512-0087 (direct)  
630-512-0066 x118 (main)  
630-512-0070 (fax)  
[jmarquardt@amcapfinance.com](mailto:jmarquardt@amcapfinance.com)

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

**From:** "Deb Drey" <dreyd@roschools.org>  
**To:** Jason Marquardt <jmarquardt@amcapfinance.com>  
**Cc:**  
**Date:** Thu, 28 May 2020 16:39:38 +0000  
**Subject:** **RE: re[6]: Tech Lease Information**

Jason,  
I did not realize that the total was on the second page. RTI is \$212,000 + \$66,780 . I have attached the second page.  
Deb

---

**From:** Jason Marquardt <jmarquardt@amcapfinance.com>  
**Sent:** Thursday, May 28, 2020 11:36 AM  
**To:** Deb Drey <dreyd@roschools.org>  
**Subject:** re[6]: Tech Lease Information

Deb

Thanks. Just to confirm (and you know what they say when you assume)...

## Deb Drey

---

**From:** Randy Runge <RandyRunge@AscentiumCapital.com>  
**Sent:** Thursday, May 28, 2020 12:09 PM  
**To:** Deb Drey  
**Subject:** Equipment Quote

Hi Deb,

So I reviewed with my GM and here is what we can do.

Total amount financed is \$327,255.00 on a \$1 Buy Out Lease for 48 months. Monthly payment would be \$8,109.92 at 8.78%. No money down, just a \$295 Doc Fee.

Let me know if you have any questions. Thank you!

**Randy Runge**  
Finance Manager  
Ascentium Capital LLC  
W: 281.921.3860 F: 281.921.3960 M: 707.315.3824

 **Apply Now**



[www.AscentiumCapital.com](http://www.AscentiumCapital.com)

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May 28, 2020

## Summer Transportation

### COVID-19 Guidance

#### Purpose

Safe and efficient transportation of students in the context of the COVID-19 pandemic poses a unique challenge. The purpose of this document is to offer considerations regarding school transportation to summer sports.

Understandably, staff, students, and families may have anxiety regarding transportation to summer sports events on school buses. Communication with parents about the measures the school or school district will be implementing to protect student health and safety on buses or other school vehicles will be key in helping parents make an informed decision about what is best for their child.

#### Passenger Screening

Players and coaches should have their temperature checked at home before any trip. Individuals with a temperature of 100.3 or above should not be transported to games.

Players should also be screened for symptoms following the most recent [CDC guidelines](#).

Sick persons, people who have been in contact with a sick person or COVID-19 case, and persons who are high risk should not be in group settings.

#### Driver Health and Safety

Consistent with Iowa Department of Public Health guidance, drivers who have coronavirus symptoms should notify their supervisor and stay home.

Be mindful that many school bus drivers fall within a population that is more vulnerable to COVID-19 risks. The following practices are suggested to help minimize contact with passengers.

- When loading or unloading the bus, have the driver be the last one on and the first one off. Be sure the engine is not running and the driver has possession of the keys.
- Load students beginning with the rear of the bus; unload beginning with the front of the bus. Avoid congregating in the bus aisle.
- Do not allow anyone to occupy the seat directly behind the driver.

#### General Health and Safety

- Ensure that any school vehicle used to transport students has been inspected as required by Iowa Administrative Code.
- Ensure the interior of the bus (or other vehicle) has been cleaned and disinfected. Pay particular attention to “high-touch” surfaces such as the entrance handrail, seats, seat belts (if applicable), steering wheel, and door handles.
  - Consult materials provided by the bus manufacturers for recommended products and procedures. For other vehicles, refer to the vehicle manufacturer.

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- Blue Bird Corporation
- IC Bus
- Thomas Built Buses
- Provide training to transportation staff so they understand how to effectively clean the bus/vehicle.
- During trips, increase circulation of outdoor air into the vehicle to the extent possible.
- Do not allow open food or drink containers on the bus or other school vehicle.
- Encourage hand washing or use of hand sanitizer prior to boarding.

## Social Distancing

The Centers for Disease Control and Prevention (CDC) recommendations regarding use of buses includes limiting seating to one child per seat, in every other seat, and alternating the rows. Strict adherence to these recommendations, for a 77-passenger bus, would allow for approximately 13 students to be transported. Due to various constraints, it may not be feasible for districts to meet these recommendations. For these situations, district should implement practices to reduce the likelihood of spreading the disease, such as:

- Encouraging use of face coverings when use of alternate rows for seating is not possible.
- Allowing siblings from the same household to sit together in the same seat.
- Recommending passengers sit in the same seat going to and returning from the trip.
- Allowing for alternate transportation arrangements, such as riding with a parent.

If a case is identified, spending more than 15 minutes within 6 feet would be considered close contact. Those persons involved would need to quarantine.

## Questions

If you have questions please contact Max Christensen at [max.christensen@iowa.gov](mailto:max.christensen@iowa.gov).

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# Proposed 2020-2021 School Calendar – Aug. 26 Start

Summary of Calendar:  
 Days/Hrs. in classroom: 81/510.3  
 First Semester 23/1406.7  
 Second Semester 23/1406.7  
**TOTAL DAYS/HRS 46/2813.4**

## CALENDAR LEGEND

Start/End   
 Quarter   
 Vacation Days

### Full Prof Dev Days

August 21,24,25  
 January 4  
 May 27 (pending snow days)

### Professional Development

**1:15 p.m. Release**  
 August 26  
 September 2,16,23  
 October 14,21,28  
 November 4,11,18  
 December 2,9,16  
 January 13,20,27  
 February 3,10,24  
 March 3,10,24  
 April 7,14,21,28  
 May 5,12,19,26

### 1:15 p.m. Early Release

September 29  
 October 1,9  
 November 25  
 February 16,18  
 Last Day of School

August 2020					Student Days/Hours	
M	T	W	Th	F		
17	18			21		
24	25	26	27	28	3	17.8
31					1	6.7
September 2020						
	1	2	3	4	4	24.5
7	8	9	10	11	4	26.8
14	15	16	17	18	5	31.2
21	22	23	24	25	5	31.2
28	29	30			3	17.8
October 2020						
			1	2	2	13.4
5	6	7	8	9	4	28.9
12	13	14	15	16	5	31.2
19	20	21	22	23	5	31.2
26	27	28	29	30	5	31.2
November 2020						
2	3	4	5	6	5	31.2
9	10	11	12	13	5	31.2
16	17	18	19	20	5	31.2
23	24	25	26	27	3	17.8
30					1	6.7
December 2020						
	1	2	3	4	4	24.5
7	8	9	10	11	5	31.2
14	15	16	17	18	5	31.2
21	22	23	24	25	2	13.4
28	29	30	31			
January 2021						
				1		
4	5	6	7	8	4	26.8
11	12	13	14	15	5	31.2
18	19	20	21	22	5	31.2
25	26	27	28	29	5	31.2
February 2021						
1	2	3	4	5	5	31.2
8	9	10	11	12	5	31.2
15	16	17	18	19	5	31.2
22	23	24	25	26	4	28.9
March 2021						
1	2	3	4	5	5	31.2
8	9	10	11	12	5	31.2
15	16	17	18	19		
22	23	24	25	26	5	31.2
29	30	31			3	17.8
April 2021						
			1	2	1	6.7
5	6	7	8	9	5	31.2
12	13	14	15	16	5	31.2
19	20	21	22	23	5	31.2
26	27	28	29	30	5	31.2
May 2021						
3	4	5	6	7	5	31.2
10	11	12	13	14	5	31.2
17	18	19	20	21	5	31.2
24	25	26	27	28	3	17.8
31						
June 2021						
	1	2	3	4		
7	8	9	10	11		

## 180 Days/1080 Hours Calendar

**Aug. 19-20 New Staff**  
 Aug. 21, 24, 25 Professional Development  
**Aug. 26 Begin 1Q/1S**

Sept. 7 Labor Day-No School

Sept. 29 Parent/Teacher Conferences

Oct. 1 Parent/Teacher Conferences

Oct. 2 No School

Oct. 23 End Q1 (41 Days; 260.7 Hours)

Oct. 26 Begin Q2

Nov. 26-27 Thanksgiving-No School

Dec. 22 End Q2/S1 (40/81 Days; 249.6/510.3 Hours)

Dec. 23-Jan.1 Winter Break-No School

Jan. 4- Prof Dev-No School

Jan. 5 Begin Q3/S2

Feb. 16 & 18 Parent/Teacher Conferences

Feb. 19 No School

Mar. 12 End Q3 (48 Days; 305.3 Hours)

Mar. 15-19 Spring Break-No School

Mar. 22 Begin Q4

Apr. 2 Good Friday-No School

May 26 Last Day Pending Snow Days

End Q4/S1 (47/95 Days; 291.9/597.2 Hours)

May 27 Prof Dev Pending Snow Days

### Coaching Positions

LAST	FIRST	POSITION	LAST	FIRST	POSITION
ADAMS	CURTIS	Sr HS Boys Cross Country	PODLISKA	TIEGEN	Sr HS Wrestling Head
FRENCH	SUEANN	Sr HS Girls Cross Country	ROUSE	NATHAN	Sr HS Wrestling Asst
MONTGOMERY	ANGELA	Sr HS Volleyball Head	ARCHER	CORY	Jr HS Wrestling
ALLISON	SHARON	Sr HS Volleyball Asst	CANDOR	KENDALL	Jr HS Wrestling
RAMIREZ	DANA	Sr HS Volleyball Asst			Sr HS Bowling
CANDOR	KENNEDY	Jr HS Volleyball			Sr HS Bowling Asst
MAGNESON	MCKAELA	Jr HS Volleyball	BLOMSTEDT	ARRYN	Sr HS Tennis Head
GELBER	RYAN	Sr HS Football Head	JOHNSON	TRISTIN	Sr HS Tennis Asst
KIPPLEY	JOSHUA	Sr HS Football Asst	HENKE	PATTY	Sr HS Girls Golf
ARCHER	CORY	Sr HS Football Asst	BOEYE	ROBERT	Sr HS Boys Golf
ROUSE	NATHAN	Sr HS Football Asst	ADAMS	CURTIS	Sr HS Track Girls Head
NAMANNY	NATHAN	Sr HS Football Asst	RENGSTORF	NICOLE	Sr HS Track Girls Asst
CANDOR	KENDALL	Jr HS Football Head	WOLFE	JULIE	Jr HS Track Girls
JOHNSON	TRISTIN	Jr HS Football Asst	ALLISON	JOHN	Jr HS Track Girls
		Jr HS Football Asst	FRENCH	SUEANN	Sr HS Track Boys Head
GELBER	MADELINE	Sr HS Basketball Girls Head	KELLS	MARK	Sr HS Soccer Coach
HENKE	PATTY	Sr HS Basketball Girls Asst	ARCHER	CORY	Sr HS Track Boys Asst
CANDOR	KENNEDY	Jr HS Basketball Girls			Jr HS Track Boys
ALLISON	JOHN	Jr HS Basketball Girls	KIPPLEY	JOSHUA	Jr HS Track Boys
PLANK	SPENCER	Sr HS Basketball Boys Head	CANDOR	KENNEDY	Sr HS Softball Head
		Sr HS Basketball Boys Asst	CANDOR	KENDALL	Sr HS Softball Asst
JOHNSON	TRISTIN	Jr HS Basketball Boys	ERICKSON	MARK	Sr HS Baseball Head
DEVRIES	RONALD	Co-Jr HS Basketball Boys	KIPPLEY	JOSHUA	Sr HS Baseball Asst
MENSEN	BRIAN	Co-Jr HS Basketball Boys			



## LEASE

**THIS AGREEMENT** is made and entered into by and between the Red Oak Community School District, Red Oak, IA 51566, Landlord, and, Montgomery County Child Development Association, Inc. (**MCCDA**), Red Oak, IA 51566, Tenant.

The parties agree as follows:

1. **PREMISES AND TERM.** Landlord leases to Tenant the following real estate, situated in Red Oak, Montgomery County, Iowa: Part of the Washington School Building located at 400 West 2<sup>nd</sup> Street, Red Oak, Iowa. A minimum of four classrooms (north hall, west end) and office space for the childcare director. The Tenant may be able to use any classrooms that are not being used for Pre School in cooperation with school administration. Washington School will be re-designated the “Red Oak Early Childhood Center” and will also house the school district operated pre-school programs. The Tenant will also have the right of use along with other building occupants of certain common areas to include gym, media center, hallways, bathrooms, playground and the Southeast entrance and desk. The term of the lease shall begin on August 1, 2020 or such later date on which the above premises to be leased is ready for occupancy. The term of the lease shall continue for five years until July 31, 2025. Landlord and Tenant shall meet on or about August 1, 2024 to discuss possible renewal of the lease and the potential adjustment of lease terms.
2. **RENT.** Tenant agrees to pay Landlord \$500 as monthly rent on or before the first day of August 2020 for August rent and monthly thereafter on or before the first day of each month during the term of this lease. The Landlord may increase the rent on August 1 of each year of the Lease in an amount not to exceed 10%.
3. **POSSESSION.** Tenant shall be entitled to possession on the first day of the lease term and shall yield possession to Landlord at the termination of this lease.

4. USE. Tenant shall use the premises only for operating a childcare facility and related childcare activities which may include occasional special events during non-regular hours such as an "open house". Tenant shall provide all its own furniture, furnishings and equipment. Tenant may not sublet the Premises without the express consent of the Landlord. Tenant shall comply with all applicable state and federal laws applicable to Tenant's use of the premises and also shall comply with Landlord's Board policies and any rules it may create and communicate regarding use of the Property.
5. CARE AND MAINTENANCE. Tenant accepts the leased premises in its current condition on day one of the Lease. Tenant shall provide its own janitorial/cleaning service to keep the leased premises in a clean and presentable condition. Landlord shall maintain the structural components of the building, however, Tenant shall pay for repairs and replacements due to any misuse or negligence of Tenant, its agents, employees or invitees. Tenant shall make no structural changes or alterations without the prior written consent of Landlord.
6. UTILITIES AND SERVICES. Tenant's monthly rent shall be deemed to pay for certain utilities costs, i.e. water, sewer, gas and electric, phone and internet associated with its use of the property. Landlord shall not be liable for damages for any stoppage of utilities due to needed repairs or any other reason. If stoppage arises from a need for repair, Landlord shall use reasonable diligence in arranging for repairs and resumption of service. Landlord will provide snow removal for the building and agrees to assign its snow removal crew to first address this building. Tenant will make its own arrangements and pay for any food service related to its use.
7. SURRENDER. Upon the termination of this lease, Tenant will surrender the premises to Landlord in good and clean condition except for ordinary wear and tear or damage without fault or liability of Tenant.

8. PROPERTY INSURANCE. Tenant is responsible for insuring all its own personal property.
9. LIABILITY INSURANCE. Tenant shall procure and maintain general liability insurance and continue it in force during the Lease term in an amount of not less than \$1 Million per occurrence and \$2 Million in the aggregate which names Landlord as an additional insured and with a waiver of subrogation against Landlord. Tenant shall also obtain and continue in force during the term of this Lease statutory workers' comp insurance coverage on its employees with a waiver of subrogation against Landlord. Any policy with Landlord as an additional insured shall also be endorsed with a non-waiver of governmental immunities endorsement satisfactory to Landlord. Tenant shall submit an insurance certificate to Landlord prior to the beginning of the Lease term documenting such coverages and continue to update its insurance certificate to illustrate required insurance in force throughout the term of this Lease providing Landlord a copy. Tenant shall also promptly notify Landlord of the cancellation of any of its obligatory insurance policies and take prompt action to replace same.
10. DAMAGE. In the event of damage to the premises, so that Tenant is unable to conduct childcare operations on the premises, this lease may be terminated at the option of either party.
11. NOTICES AND DEMANDS. All notices shall be given to the parties hereto at the addresses designated on the first page of this lease.
12. SEVERABILITY. If any provision of this Lease is found to be invalid by any Court or Agency of competent jurisdiction, such provision shall be unenforceable and all remaining provisions of the Lease shall remain valid and enforceable to the fullest extent permitted by law.

13. GOVERNING LAW. This Lease shall be governed by and construed in accordance with Iowa law and the venue for action on any dispute shall be the District Court for Montgomery County Iowa.
14. BREACH OF LEASE. If Tenant breaches any of its Lease responsibilities, Landlord may but need not provide Tenant with Notice and an opportunity to promptly cure the violation within a time certain. Landlord may use any available remedy at law to address a breach of lease responsibilities by Tenant.
15. ID CARDS. Upon request, Landlord will provide Tenant with ID Cards for its personnel. Tenant shall promptly notify Landlord if any ID cards are lost.

Red Oak Community School District, LANDLORD

By: \_\_\_\_\_, Board President, \_\_\_\_\_

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

Montgomery County Child Development Association, Inc., TENANT

By: \_\_\_\_\_, Board President, \_\_\_\_\_

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

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**Agreement to Establish a Consortium to Jointly Administer an  
Instructional Program Located in space within the boundaries of the  
Glenwood Community School District**

This Agreement between the member school districts whose signatures appear at the end of this document (hereafter "members"), including the Glenwood Community School District (hereafter "host"), is to establish a jointly administered program for the enrollment of students from the host and members' school districts, hereafter called the Southwest Iowa Apex Consortium (hereafter "SWIAC"), pursuant to Iowa Code sections 28E.3 and 280.15(1) to provide quality education and activities for students enrolled from each member district, by the most efficient and economically responsible means; and

Whereas, each member wishes to enroll one or more of its students in classes or programs that are offered and available at the SWIAC Consortium and that are not otherwise available at each member's site, and

Whereas, the host is willing to jointly administer the programs and activities at the SWIAC Consortium with the members with the costs determined as stated in this Agreement, and

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

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

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

PURPOSE

Each member school district, pursuant to Iowa Code, has responsibility for the educational outcomes of its resident students. Members agreeing to be part of this Consortium Agreement by sending students to the SWIAC Consortium will become members of the Consortium. This Agreement describes the arrangement for the provision of instructional services for the Consortium. This Agreement further describes certain terms and conditions to participate in SWIAC through a consortium arrangement for the students of each member district, including the host district, and other students not residents of any member district. This Agreement provides a means by which the members may jointly and cooperatively provide greater educational opportunities for students through the offering of educational programs and the collective operation of facilities for student use by exercising powers, privileges, and authority and proceeding to participate in and help administer the program, pursuant to the joint powers authorized by Iowa Code.

A school district, which is not a member of the consortium, may contact the host district member of the Intake Committee for one of its students to be enrolled into the SWIAC Consortium; however, the fact that a school district submits a request to enroll one of its students does not guarantee that the student will be assigned to the consortium site. Upon receipt of a request to enroll a student from a non-member school district, the Intake Committee member will review the student's IEP and determine whether the student is eligible to enroll in the program and whether the program has capacity to admit the student into the program. If a student is eligible to enroll in the program and the program has capacity, the non-member district's request to enroll the student will be forwarded to the host district business office to arrange SWIAC membership for the non-member district. Should the district refrain from joining the consortium, the student will not be enrolled in the SWIAC Consortium program. Should the district agree to join the consortium, given the student's eligibility and program capacity, the district's request for enrollment will be reviewed by the SWIAC Intake Committee. Upon approval for enrollment by the Intake Committee, the student will be enrolled in the Consortium program at the earliest possible date. If the student is eligible to enroll in the program and the district agrees to join the SWIAC, but the program does not have capacity, the non-member school district will be notified by the host district Intake Committee member that it cannot enroll the student in the consortium program. At that time, the resident district remains responsible for locating an appropriate program for the student elsewhere.

#### PROGRAM DESCRIPTION

Apex serves students grades Pre-K (at least age 3 with an instructional individualized education plan (IEP) through 12 with significant (Level III) cognitive or behavioral needs, e.g., including but not limited to students with BD, SED, ASD, and other intellectual and developmental disabilities, and students with dual diagnoses who have exhausted special education services in the student's resident school district. The overwhelming majority (95%) of students served by Apex have a DSM-5 diagnosis. Apex serves students who have been assigned to the consortium site by their resident districts, which are members of the consortium, and such assignment has been recommended by the IEP team in the student's resident school district.

The Apex Program is based on sound, well-researched theoretical foundations (e.g., Social Learning Theory, Social Interactionist Perspective, Coercion Theory, Cognitive-Behavioral Theory, and Behavior Momentum Theory) and includes:

- A predictable environment with clear social, emotional, behavioral, and academic expectations
- Attention for students who meet those expectations
- Effective correction when students miss expectations
- A Response-to-Intervention approach utilizing research-supported interventions to address social, emotional, behavioral, and academic needs and a variety of assessments to assess intervention fidelity and outcomes

Children may be enrolled in the SWIAC Consortium after completing the intake process and receiving the approval for enrollment from the Intake Committee. The Intake Committee will be comprised of a representative from the host district, Apex, a member district, an AEA special

education consultant, and an AEA regional administrator. The Intake Committee will determine the enrollment status of any SWIAC Consortium student applicant referred to the Consortium and address any concerns about the student referral. Children excluded from enrollment in the SWIAC Consortium include children who (a) are not from a SWIAC Consortium member district, (b) are actively suicidal or homicidal and not under the care and supervision of a psychiatrist, and (c) have a medical or physical challenge that cannot be adequately addressed by Apex staff (as determined by the Intake Committee). Students attending Apex are transported to and from the program campus by the student's resident district or by a contracted arrangement made by the resident district. Pursuant to this Agreement, instructional services will be provided by Apex.

### NAME/ORGANIZATION

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

"Host district" means the district of location.

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

"Administrators" mean the superintendents of each public school district whose board has agreed to participate in the Consortium program, including the host district.

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

### FISCAL AGENT

The host district will serve as the fiscal agent for purposes of all administrative business services associated with participation in the Consortium pursuant to the terms of this Agreement. The fiscal agent shall receive funds, handle student, staff, and financial accounting, make timely payments, and provide timely itemized billings to member districts. The host district agrees to enter into the Student Record Information System (SRI) students in classes offered through the SWIAC Consortium Program.

### ADMINISTRATION

The SWIAC Consortium shall be governed and administered by the superintendents of each participating member school district (collectively, "the Administrators"). However, contracts

must be approved and signed by the board president and board secretary of the governing boards of member districts rather than the Administrators.

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

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

- A. Setting policy and directing administrative regulations for the Consortium.
- B. Evaluating and preparing required reports on the effectiveness of the Consortium and the contracted instructional program from Apex.
- C. Assessing the educational needs and interests of the students within their respective district.
- D. Providing long-range planning for the Consortium.
- E. Discussing collective purchases for supplies, equipment, rental/leases, etc., on behalf of the Consortium.
- F. Meeting periodically, as needed, to discuss issues associated with the instructional program contracted from Apex and the Consortium.
- G. Other reasonable and necessary administrative duties.

Votes and approvals by the Administrators may be accomplished by a consensus, a vote at a meeting or by written affirmation by letter or e-mail. However, if the fiscal agent is entering into a contract or agreement on behalf of the Consortium, the governing boards of the member districts shall first approve the contract or agreement. The participating member districts may at any time restrict the powers of the fiscal agent of the Consortium.

#### JOINT MEETINGS

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

#### BOARD APPROVAL

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

#### JURISDICTION

The students attending the Consortium program shall be allowed to participate in the student activities in their districts of residence and will be subject to the eligibility rules of their resident districts. Students in the Consortium continue to be enrolled in their resident districts and are subject to the testing requirements, graduation requirements, and disciplinary procedures of their

resident districts. The Consortium will contract with the service provider to administer required assessments and forward the results of the individual assessments to each resident district. The resident districts remain responsible for the achievement of resident students pursuant to the provisions of the No Child Left Behind Act. Permanent school records shall be maintained at the student's resident district.

The resident districts, through the Consortium, must be actively involved in monitoring adherence to all pertinent state and federal laws, including, but not limited to: testing requirements, No Child Left Behind provisions, IDEA provisions, EDGAR provisions, OMB circular A-87 and A-133 provisions, FERPA provisions, teacher licensure, curriculum development, professional development and expectations, and core curriculum implementation.

Member district students shall be under the jurisdiction of, and be the responsibility of, the host district while in attendance at the Consortium, except as set out in this Agreement. Member district students may be subject to the same academic, disciplinary, and other additional requirements that apply to host district resident students. Member district students may also be subject to additional disciplinary action at their resident district. All disciplinary or other hearings, if any, will be conducted by the administration or board of directors hosting the program with the exception of hearings regarding suspension of more than ten (10) days and expulsions, which will be held by the resident district. The board of the resident district will work with the host district to determine an appropriate course of action to the extent of the Consortium program.

#### INDEPENDENCE RETAINED

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

It is further expressly understood and agreed to by the member districts that nothing contained in this Agreement shall be construed to create a partnership, association or other affiliation or like relationship between the member district (or consortium) and the contracted service provider. In no event shall a school district or the consortium be liable for the debts and/or obligations of the contracted service provider. Likewise, in no event shall the contracted service provider be liable for the debts and/or obligations of a school district or the consortium.

#### NON-DELEGATION

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

## DISPUTE RESOLUTION AND ARBITRATION

In the event that the member districts are unable to agree to the interpretation or operation of this Agreement, the dispute shall be referred to a "Conflict Resolution Committee" made up of the president and vice-president of the board of directors of the host district and the chief administrator of the area education agency (AEA) in which the Consortium program is located. The Committee shall meet to discuss the dispute and make recommendations to the Administrators as to resolution of the dispute.

In the event that the dispute remains unresolved, the fiscal agent shall request that a mediator knowledgeable in Iowa school district matters be appointed by the chief administrator of the AEA in which the Consortium program is located to assist in a negotiated resolution to the dispute.

In the event that mediation does not resolve the dispute, it will be submitted to arbitration by a single neutral arbitrator who is knowledgeable in Iowa school district matters appointed by the chief administrator of the AEA in which the Consortium program is located.

## SPECIAL EDUCATION

Each member district referring students to the Consortium, shall remain responsible for insuring the special education instructional and related services offered to its students at the Consortium provides a free and appropriate public education (FAPE) pursuant to federal and state law.

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

The resident district, working with the private provider and the fiscal agent district, is responsible for IEP development and review.

## LIMITED ENGLISH PROFICIENT

If any student enrolled and served in the Consortium requires a limited English proficient [LEP] program, the resident district shall be billed for the cost of those services provided above the regular instructional program provided. This will be billed as an individualized cost and will be considered non-special education costs.

## STAFFING

Instructional staff for the consortium will be contracted for and are the employees of the contracted service provider, unless this Agreement assigns member districts to provide specific staff positions for the Consortium. Staff providing special education services will be considered employed by the contracted service provider.

The fiscal agent may employ, on behalf of the Consortium, an appropriately licensed person or assign a portion of an appropriately licensed person's time (with time records to show exclusively devoted to the Consortium) to perform the duties of a principal or special education director. Only the employing member district has the power to terminate the employment of the principal/director; however, if a majority of administrators give notice seeking the removal of the principal/director from the Consortium program, the employing member district shall in good faith attempt to reassign or terminate the employment of the principal/director.

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

#### TRANSPORTATION

Transportation of active member students to and from the Consortium site will be determined by the resident member district and will not be the responsibility of the host district. In addition, any additional supervision required for a member district student(s) while en route to and from the Consortium site will be the sole responsibility of the resident member district.

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

#### PROPERTY

It is not contemplated that the Consortium will acquire, hold or dispose of any real property as part of this undertaking. However, the fiscal agent in the Consortium may enter into leases or sublease arrangements for a classroom to house the program, with approval of the member districts' boards, if that space is not owned or leased by an Iowa school district. Any allowable lease or sublease arrangements may be payable from the Physical Plant and Equipment Levy Fund or other legally authorized funds but not General Fund. Classrooms must meet all legal requirements for classroom space. Any lease for space shall be limited to the space within the classroom used exclusively for the consortium and shall reflect the fair rental value (FRV) for the community in which the private facility is located.

Existing equipment, supplies, furniture, and textbooks of each member district may be used in the Consortium program. Such use will be determined by the Administrators based upon the appropriate need for the item. An inventory of exchanged items will be maintained.

Upon termination of this Consortium Agreement, identifiable exchanged items shall be returned to the district of original ownership. All items purchased separately by each member district during the term of this Agreement shall remain the property of that member district.

Each member district shall be responsible for its own buildings, non-instructional equipment and supplies, school buses, custodial and maintenance, utilities, insurance, and similar costs outside of the Consortium.

### NON-MEMBER DISTRICTS

Occasionally, a district which is not a member of the Consortium may want to refer students to the SWIAC Consortium through the IEP process, with the approval of the governing board of the resident district. Any non-member district that wishes to enroll a student in the consortium must first join the consortium prior to enrolling the student for in the program.

### FINANCIAL PROVISIONS

Members agree to pay Consortium costs to the fiscal agent for their students' enrollment in the Consortium Program. The costs shall be computed by determining actual costs for providing educational services to each member's students with IEPs as defined in this Agreement. Billable costs will include staff salaries and benefits; employee travel; supplies and materials; contract services; and equipment related to special education services for enrolled student in the Consortium Program. Billing will be done monthly with itemized billing quarterly.

A member district may be involuntarily terminated at the end of a school year by a majority vote of the Administrators for failure to pay timely or otherwise not abiding by the terms of this Agreement, if the billings were correctly calculated and appropriate, allowable costs pursuant to state guidance.

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

The fiscal agent shall receive no more than one (1) percent of the regular program DCPD for each student (FTE) enrolled and served in the Consortium program. This is a regular education cost and cannot be charged to special education and includes covering incidental administrative costs such as clerical and business services, postage, and telephone.

The fiscal agent member district shall establish an operating budget for the Consortium program. The budget shall include all anticipated revenues and expenditures for instruction, instructional supervision, and operation and maintenance. If the revenues or cash flow are insufficient to meet the costs of the Consortium, the Administrators shall discuss adjustments to the revenues, expenditures or budget. The budget and any amendments to the budget shall be approved by a majority of the Administrators. Because the costs to districts must be based on actual resident students enrolled and served in the Consortium program, and students may move, drop out or join the program throughout the school year, the budget estimated to be paid by each member district may require adjustment throughout the year accordingly.

The fiscal agent member shall provide itemized billings for the costs set out in this Agreement, within thirty (30) days of the end of each month. No billing shall be provided directly to resident



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

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

Specialized costs for identified limited English proficient (LEP) students above the costs of providing instruction for students in a regular curriculum, may be billed to each member district of such identified LEP students in the proportion that each member's student FTE enrolled in the Consortium program and using that specialized LEP instruction bears to the total of all members' student FTE enrolled and using that specialized LEP instruction. Costs must be exclusively for identified LEP students and must be related to LEP instruction above the regular curriculum. Such costs will be billed as an individualized cost and may be paid from the LEP weighted funding (280.4), from SBRC modified supplemental amount (257.31(5)"j"), or from general fund, general purpose funding.

In the case where a lease agreement is approved by the Administrators and their respective boards, and the facility being leased is not a school building owned or leased by a member district, the annual cost of the lease may be billed to each member district in the proportion that each member's student FTE enrolled in the Consortium program bears to the total of all members' student FTE enrolled during that school year. This must be agreed to by the majority of the Administrators. The lease would be paid from either PPEL or SAVE and is not a special education cost. No costs related to debt, facility use charges or new construction/remodeling may be charged. No lease or use of space cost is permitted if the building is owned or leased by a member school district. The lease agreement will cover only classroom space utilized exclusively by the consortium and shall be at the FRV for the community in which the classroom space is located. The FRV will include operation and maintenance costs.

If a lease agreement is not approved and the cost of insurance other than employee insurances for the host district is increased as a result of the Consortium Program (liability), the excess cost of liability insurance over the normal cost of liability in the host district, may be billed to each member district in the proportion that each member's student FTE enrolled in the Consortium program bears to the total of all members' student FTE enrolled during that school year. This must be agreed to by the majority of the Administrators. The cost is a management fund cost.

Each resident district shall be billed for and pay costs related to the use of the host district's facilities for operation of the SWIAC consortium classroom if those costs exceed the costs the host district would have had if the consortium classroom was not in that district school building. The non-instructional costs may include maintenance (janitorial services, snow and ice removal, and lawn care) estimated at \$9,426.20, and utilities and services (gas, electricity, water, sewer, garbage disposal, and pest control) estimated at \$11,688.00. Costs shall exclude any costs of the Apex Program which are not exclusively related to offering the special education instructional program to the consortium. Because the consortium is located on district property, there shall be NO use charge, lease or rental charged to school districts. Operation and maintenance costs, if allowable, are General Fund costs and may be billed to each member district in the proportion that each member's student FTE enrolled in the Consortium program bears to the total of all members' student FTE enrolled during that school year.

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

The cost of teachers and aides that are not included in actual costs of special education (salaries, FICA, IPERS, health insurances (but not such things as early retirement incentives, TSAs, worker compensation payments or premiums, unemployment)), may be billed to each member district in the proportion that each member's student FTE enrolled in the Consortium program bears to the total of all members' student FTE enrolled during that school year. This must be agreed to by the majority of the Administrators. These costs would be general fund, general purpose expenditures.

Professional development and teacher travel that is specific and unique to the students served in the Consortium Program, may be billed to each member district in the proportion that each member's student FTE enrolled in the Consortium program bears to the total of all members' student FTE enrolled during that school year. This must be agreed to by the majority of the Administrators. If the professional development/travel is special education professional development directly related to provision of IEP services, it may be charged to special education funding by the member districts; if not special education professional development directly related to provision of IEP services or is generic professional development even if to special education staff, it is a general fund, general purpose expenditure.

The cost of supplies and equipment that are not included in actual costs of special education, may be billed to each member district in the proportion that each member's student FTE enrolled in the Consortium program bears to the total of all members' student FTE enrolled during that school year. This must be agreed to by the majority of the Administrators. These costs would be general fund, general purpose expenditures.

The cost of purchased instructional services (whether from the AEA or from a private provider) that are not individualized costs or not appropriate to be included in actual costs of special education, may be billed to each member district in the proportion that each member's student FTE enrolled in the Consortium program bears to the total of all members' student FTE enrolled during that school year. This must be agreed to by the majority of the Administrators. These costs would be general fund, general purpose expenditures.

### CONTRACTED SERVICES

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

- Determine performance of the IEP requirements for each of its students.
- Report expenditures from the correct funding source in accordance with the permissive uses guidance document issued in December 2013 and any subsequent rules or Department guidance.
- Ensure that costs are itemized for the purpose of submitting Medicaid claims or special education claims or determining that such claims have been filed and billed costs reduced by that amount, etc.
- Ensure that the costs are limited to actual costs of special education as defined by Iowa Code, rules, or Department guidance.
- Ensure that each item is an item on the student's individual IEP so that re-billings are accurate.
- Ensure that items such as services of a nurse are identified and are linked only to students with services of a nurse included on the individual student's IEP.
- Ensure that each item is paid from the correct fund.
- Ensure that each item is paid from the correct funding stream (special education weighted funding, IDEA Part B or Part C, LEP, Title 1, general purpose funding, etc.).
- Ensure that any administrative costs are allowable and itemized for the purpose of requesting permission from the SBRC to pay those costs from special education weighted funding rather than general purpose funding.
- Ensure that costs that are not included within the definition of actual costs of special education instructional programs are separately identified so that they are not paid from any special education funding streams. For this purpose, at a minimum, this would require costs itemized to the function and object level that districts are required to enter on the CAR-COA. There cannot be a single special education cost when that cost includes non-instructional items or includes mixed programs, funds, functions or objects. Therefore, there would be separate purchased services (even if in the same Agreement) for such things as instruction, support services, administration.
- Ensure that no costs were paid from grants or other funding resources the private purchased service provider received or was entitled to receive for any cost to be paid by the district which was properly paid from, or should have been paid from, a different source. The IDEA provides that education agencies are payors of last resort.

- Ensure that any profit built in by a private for-profit service provider is reasonable. The district has a stewardship responsibility to look at those costs to evaluate the cost effectiveness of purchasing services versus providing the services directly as well as to have procedures in place to meet the coming requirements of the omni-circular related to procurement.
- Ensure that no costs are “per pupil rates.”
- Ensure that no costs are related to purchasing spaces or other phantom student models.
- Ensure time records are maintained when personnel are paid from multiple funding streams and costs are proportionate to time.
- Ensure that if GPP is part of the billing, that the GPP has been used to reduce the costs which are not defined by Code as special education instructional costs.

### AMENDMENTS

The provisions of this Agreement may be added to, amended or modified by a unanimous vote of the administrators of all member districts and approved by their respective school boards. Votes must be cast at a duly called meeting by all administrators physically present. All other Consortium business not pertaining to amending this Agreement shall be decided by a simple majority of the administrators of all member districts.

### DURATION

Subject to the rights of amendment, modification or termination, this Agreement shall be in full force and in effect from the date of execution until June 30, 2020, and shall automatically renew every July 1 for one-year periods unless participation is terminated by a member by providing written notice to all other members on or before January 1 or terminated by mutual agreement of all of the member districts. This Agreement will be reviewed annually by the Administrators, beginning in January 2020.

### TERMINATION

On termination of the Agreement, all assets owned by member districts shall be returned to the member district, and all Consortium assets remaining after payment of all liabilities shall be distributed to each member district, at fair value, on the basis of its total FTE of student enrollment on October 1 in the year of termination in proportion to the total student enrollment of all member districts on October 1. If assets are insufficient to pay all liabilities, members shall be assessed in such proportion. Also, upon termination of this Consortium Agreement, any remaining equipment, supplies, textbooks, and furniture purchased jointly on a prorated basis shall be divided by the same proration, subject to depreciation. Such items will be physically divided, if possible. If not possible, one district shall compensate the other districts for their prorated share of the depreciated value.

### CROSS INDEMNIFICATION

If any claim for damage, injury or other loss (hereinafter “loss”) is made by or on behalf of a student, the district transporting or supervising the student at the time of the loss shall be

responsible for any payment of claims, damages or judgments arising out of the loss, and that transporting or supervising district shall indemnify, defend, and hold harmless the non-transporting or non-supervising district if a claim is made against the non-transporting or non-supervising district for a loss which occurred while the student was under the supervision and control of the transporting or supervising district. Both member districts and the host district agree to carry liability insurance or otherwise contract for coverage of claims consistent with this Agreement.

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

#### APPLICATION OF LAWS, RULES, AND REGULATIONS

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

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

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

#### BINDING EFFECT

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

#### EXECUTION IN COUNTERPARTS

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

#### SEVERABILITY

If any clause, provision or section of this Agreement shall, for any reason, be held illegal or invalid by a court or state or federal agency, the illegality or invalidity of such clause, provision or section shall not affect any of the remaining clauses, provisions or sections hereof, and this

Agreement shall be construed and enforced as if such illegal or invalid clause, provision or section had not been contained herein. In case any agreement or obligation contained in this Agreement is held to be in violation of law, then such agreement or obligation shall be deemed to be void. Failure of a member to enter into this Agreement in accordance with Iowa law or inability of a member to be a party to this Agreement shall not affect the validity or enforceability of this Agreement as to all other members.

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

**For the Host and Fiscal Agent Member School District Glenwood CSD:**

Board President  Dated 6/4/2020

Board Secretary  Dated 6/4/2020

**For Member School District \_\_\_\_\_:**

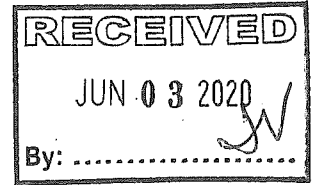
Board President \_\_\_\_\_ Dated \_\_\_\_\_

Board Secretary \_\_\_\_\_ Dated \_\_\_\_\_

**Tammi VanMeter**

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**From:** Nathan Perrien  
**Sent:** Tuesday, June 2, 2020 4:46 PM  
**To:** Tammi VanMeter  
**Subject:** FW: Resignations



**From:** Mark Erickson <ericksonm@roschools.org>  
**Sent:** Tuesday, June 2, 2020 4:11 PM  
**To:** Nathan Perrien <perrienn@roschools.org>  
**Subject:** Resignations

Due to accepting the activities' director position, please accept my resignation as School Administrative Manager, high school lead teacher, and student council representative.

**Mark Erickson**  
**School Administration Manager**  
**Head Baseball Coach**  
**Red Oak Community School District**  
**ericksonm@roschools.org**  
**School: 712.623.6610**  
**Cell: 712.621.4365**

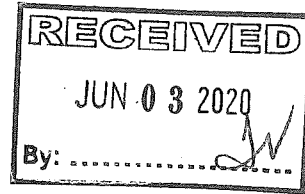
Red Oak Community School District  
Staff Selection Recommendation

Date: 6/2/2020

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

Position: 7-12 Activities Director

Name: Mark Erickson



Certified:

Lane: N/A  
Step: N/A

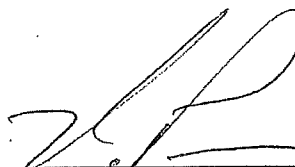
Salary: \$70,000

Classified:

Hourly Rate:

Hours Per Day:

Comments:

  
\_\_\_\_\_  
Principal/Director

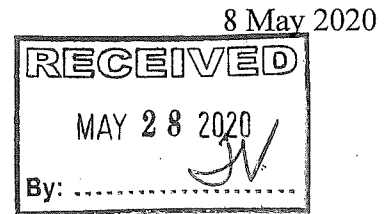
Please send form to Superintendent for Board Approval



TO: Red Oak Community School District Board of Directors

From: John Allison

Subject: Resignation from Position of Paraprofessional



I hereby tender resignation as Red Oak Paraprofessional effective the end of the 2019-2020 school year.

It has been a joy to help the students develop their skills and abilities in not only academic curriculum but also in the extracurricular forum.

//SIGNED//

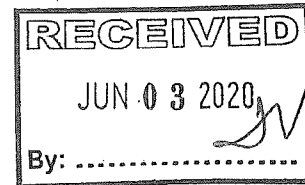
JOHN M. ALLISON, Paraprofessional

Cc: Leanne Fluckey, SPED Coordinator  
Tom Messinger, ROCSD Superintendent

**Tammi VanMeter**

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**From:** Nathan Perrien  
**Sent:** Tuesday, June 2, 2020 4:47 PM  
**To:** Tammi VanMeter  
**Subject:** FW: Student Council Resignation



**From:** Janelle Erickson <ericksonj@roschools.org>  
**Sent:** Wednesday, May 27, 2020 12:14 PM  
**To:** Nathan Perrien <perrienn@roschools.org>  
**Subject:** Student Council Resignation

Janelle Erickson  
2105 Woodfield Dr.  
Red Oak, IA 51566  
(712) 621-6262  
[ericksonj@roschools.org](mailto:ericksonj@roschools.org)

May 26, 2020

Mr. Nathan Perrien  
Red Oak Jr.-Sr. High School Principal  
Red Oak Community School District  
2011 N 8th St.  
Red Oak, IA 51566

Dear Mr. Perrien,

I am writing to notify you of my resignation from the position of Red Oak Jr.-Sr. High School Student Council Sponsor. It has been a wonderful experience and I have thoroughly enjoyed serving as our student council sponsor for the past four years.

Sincerely,  
Janelle Erickson  
K-12 Teacher Librarian  
Secondary Instructional Coach  
Red Oak Community School District

## Tammi VanMeter

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**From:** Tom Messinger  
**Sent:** Friday, April 24, 2020 1:02 PM  
**To:** Tammi VanMeter  
**Subject:** FW: Resignation - Weston Rolenc

**From:** Rolenc, Weston B <S531340@nwmissouri.edu>  
**Sent:** Friday, April 24, 2020 12:53 PM  
**To:** Tom Messinger <messingert@roschools.org>  
**Cc:** Nathan Perrien <perrienn@roschools.org>; Tieggen Podliska <podliskat@roschools.org>  
**Subject:** Resignation - Weston Rolenc

Dear Mr. Messinger,

I'm writing to inform you that I am resigning from the following positions effective at the end of the current school year:

- Junior Varsity/Assistant Boys' Basketball
- Middle School Boys' Track

Sincerely,

Weston Rolenc

**Deb Drey**

---

**From:** Lisa Artherholt  
**Sent:** Thursday, June 4, 2020 12:26 PM  
**To:** Nathan Perrien; Deb Drey  
**Subject:** Yearbook resignation

To whom it may concern,  
I will need to resign my post as yearbook sponsor, effective for the 2020-21 school year. Regretfully so, as I loved yearbook as much or more than art. However, since I will have a full schedule at Inman, I will not be available for yearbook class next year. I do hope that this sponsorship is given to someone who loves it as much as I do and will continue to make the program thrive and produce high quality yearbooks. Despite this resignation, I will be available for help and consultation to the new sponsor.

Sincerely,  
Lisa Artherholt

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