



Red Oak Community School District

904 Broad Street

Red Oak, Iowa 51566

www.redoakschooldistrict.com

Regular Board of Directors Meeting

Meeting Location: Sue Wagaman Board Room
Webster Building

Monday, March 28, 2011 – *7:00 pm

**** Please note the later start time of 7 pm***

- Agenda -

1.0 Call to Order – Board of Directors President Lee Fellers

2.0 Roll Call – Board of Directors Secretary Shirley Maxwell

3.0 Approval of the Agenda – President Lee Fellers

4.0 Communications

4.1 Good News and Affirmations from Red Oak Schools

4.2 Visitors and Presentations

* Welcome Brian Wade and Parents

* Welcome Susan Noonan and Art Students

4.3 Correspondence

5.0 Consent Agenda

5.1 Review and Approval of Minutes from March 14, 2011

5.2 Review and Approval of Monthly Business Reports

5.3 Personnel Considerations (as needed)

5.4 Educational Services Agreement

6.0 General Business for the Board of Directors

6.1 Old Business – none

6.2 New Business

Red Oak Community School District Board of Directors
3.28.2011

6.2.1 Maintenance & Operations Report and Planning – Director Pete Wemhoff

6.2.2 Transportation Report and Planning – Director Carlos Guerra

6.2.3 Food Service Department State Audit and Review of Department Statistics
– Director Sharon Foote

6.2.4 E-Rate Program Proposal, Bandwidth Study, and Recommendations
- Director of Technology Bob Deter and E-Rate Clerk Jeanice Lester

6.2.5 Medicaid Reimbursement Program for Red Oak Schools and Impact
- Deb Drey, Processor

6.2.6 School District Audit Contract Review and Discussion
- Business Manager Shirley Maxwell

6.2.7 Fixed Assets Control and Program Management
- Business Manager Shirley Maxwell

6.2.8 Personnel Program: Employee Handbook Development and Review of Job
Descriptions for the High School Leadership – Lee Fellers

6.2.9 Personnel Considerations – Terry Schmidt

6.2.10 School Budget Document Review – Business Manager Shirley Maxwell

7.0 Reports

7.1 Administrative

7.2 Future Conferences, Workshops, Seminars

7.3 Other Announcements

8.0 Next Board of Directors Meeting: Monday, April 11, 2011 – 6:00 pm
Sue Wagaman Board Room
Webster Building

9.0 Adjournment

Note: At the close of the regular meeting there will be a brief exempt session to discuss with the superintendent items affecting contract negotiations with the Red Oak Education Association and the Red Oak Support Staff Association.

Item 4.0 Communications

4.1 Good News and Affirmations from Red Oak Schools

School administrators and department directors will share 'good news' with the directors this evening and encourage the governing body to also share positive events happening in the lives of the school community.

4.2 Visitors and Presentations

☆ Brian Wade Recognition

Please welcome Junior Student Brian Wade, his parents, and Staff Member Darrell Berry. A special certificate award is planned.

☆ Susan Noonan and Youth Art Month

YAM 2011



The AEI Youth Art Month Celebration was held on **Sunday March 6**. Attending from Red Oak were numerous students and Art Instructors Susan Noonan, Curt Adams, and Cecelia Werner.

4.3 Correspondence

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

Item 5.0 Consent Agenda

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

Enclosed are reference pages for:

5.1 Review and Approval of the Minutes from March 14, 2011

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

5.2 Review and Approval of the Monthly Business Reports

Payment vouchers are ready for approval. Business Manager Shirley Maxwell is available to answer any questions concerning the expenditures.

5.3 Personnel Considerations

Enclosed is a letter of resignation from Assistant Volleyball Coach Darrell Berry. It is recommended the Directors accept the letter as presented.

5.4 Education Services Agreement

Enclosed for your review is an agreement with the Clarinda Community School District to provide specialized services for a student enrolled at Red Oak High School.

It is recommended the Directors approve this contract.

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

- Minutes from March 14, 2011
- Monthly business reports as presented
- Resignation letter from Darrell Berry, assistant volleyball coach
- Approval of an education services agreement with the Clarinda Community School District

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

Meeting Location: Sue Wagaman Board Room, Webster Building, Red Oak, Iowa
Monday, March 14, 2011

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

PRESENT: Directors: Lee Fellers, Charla Schmid, Paul Griffen, Warren Hayes,
Elizabeth Dilley, Terry Schmidt, Superintendent, & Shirley
Maxwell, Board Secretary

APPROVAL OF THE AGENDA

Director Dilley moved, Director Schmid seconded to approve the amended agenda, removing recognition of a student high achiever from the agenda. The motion carried unanimously.

CORRESPONDENCE

The Montgomery County FFA Banquet will be held on Thursday, March 24th at 6:30 p.m. at the Stanton School Concourse Area.

CONSENT AGENDA

Director Schmid moved, seconded by Director Griffen to approve the consent agenda as presented. The motion carried unanimously.

- Approval of minutes from February 28, 2011
- Approval of monthly business reports as presented
- Approval of resignation letter from Adam Hietbrink, ROMS girls assistant basketball coach
- Approval of open enrollment requests for the 2011-2012 school year

OLD BUSINESS**SCHOOL CALENDAR PLANNING FOR THE 2012-2013 SCHOOL YEAR**

Director Schmid moved, seconded by Director Dilley to accept calendar option number 2 for the 2011-2012 school year and to direct a public hearing be held on Monday, March 28 at 6:05 p.m. for the purpose of hearing concerns/questions regarding the school calendar for the 2011-2012. The motion carried unanimously.

INMAN PRIMARY SCHOOL ACTION TEAM PRESENTATION

The Inman Primary School Action Team consisting of Buck Laughlin, Norma Fast, Mark Erickson, and Rebecca Sterbick presented a synopsis of what is happening with "learning and teaching" at Inman Primary and how Inman is working collaboratively with all other schools for student learning improvement. Literacy Coach Norma Fast reported on her duties as literacy coach for the 2010-2011 school year.

SCHOOL BUDGET OVERVIEW FOR FISCAL YEAR 2011-2012

Superintendent Schmidt introduced the processes and work that has been done to build the school budget for FY 12. Business Manager Shirley Maxwell provided a budget development overview via a Power Point presentation. Tax rates for the district are estimated to decrease to 16.92, down \$.93 from the 2010-2011 school budget.

Director Dilley moved, seconded by Director Schmid to set April 11, 2011, for the public hearing for the 2011-2012 budget, at 6:15 p.m. at the Sue Wagaman Board Room, Webster Building, 904 Broad Street, Red Oak, Iowa. The motion carried unanimously.

PERSONNEL PLANNING

Director Dilley moved, seconded by Director Griffen to approve the transfer request of Teresa Euken from her kindergarten instructor position at Inman Primary to the elementary art position for the 2011-2012 school year. The motion carried unanimously.

Director Schmid moved, seconded by Director Hayes to approve the resignation of Angie Spangenberg from the position of Red Oak High School Dean of Students/District Activities Director at the end of the 2010-2011 school year with regret contingent upon Superintendent Schmidt determining the end of the 2010-2011 school year as June 30, 2011. The motion carried unanimously.

ADJOURNMENT

Director Schmid moved, Director Hayes seconded to adjourn the meeting at 8:11 p.m. The next Board of Directors meeting will be held on Monday, March 28, 2011 at **7:00 p.m.**, in the Sue Wagaman Board Room at the Webster Building. The motion carried unanimously.

Lee Fellers, President

Shirley Maxwell, Secretary

<u>Vendor Name</u>	<u>Invoice</u>	<u>Amount</u>	<u>Amount</u>
<u>Account Number</u>	<u>Description</u>		
Checking	1		
Checking Account: 1	Fund: 10 OPERATING FUND		
ADVANCE IMAGING SUPPLY INC	81968	144.48	
10 0010 2235 000 0000 618	INK CARTRIDGE		144.48
			Vendor Total: 144.48
AMSAN LLC	240644484	1,538.20	
10 0010 2600 000 0000 618	BOWL MOPS/LINERS/TOWELS/TISSUE		1,538.20
			Vendor Total: 1,538.20
ART SELLERS - SELLERS PEST CONTROL 16509		138.00	
10 0010 2600 000 0000 425	PEST CONTROL		138.00
			Vendor Total: 138.00
BARNES-NOBLE BOOKSTORE	IN 2032486	32.67	
10 1901 1000 100 8001 612	BOOKS		32.67
			Vendor Total: 32.67
BATTEN SANITATION SERVICE	17050	2,948.00	
10 1914 2600 000 0000 421	GARBAGE PICK UP		475.00
10 1912 2600 000 0000 421	GARBAGE PICK UP		475.00
10 1913 2600 000 0000 421	GARBAGE PICK UP		475.00
10 1913 2600 000 0000 421	GARBAGE PICK UP		475.00
10 1911 2600 000 0000 421	GARBAGE PICK UP		68.00
10 0030 2600 000 0000 421	GARBAGE PICK UP		15.00
10 2020 2600 000 0000 421	GARBAGE PICK UP		475.00
10 0020 2600 000 0000 421	GARBAGE PICK UP		15.00
10 3230 2600 000 0000 421	GARBAGE PICK UP		475.00
			Vendor Total: 2,948.00
BOYER, RICK	03042011	300.00	
10 0010 1000 300 4531 320	CARL PERKIN'S ADMIN FEES		300.00
			Vendor Total: 300.00
BP	03172011	72.00	
10 0020 2700 000 0000 626	GAS		72.00
BP	556403	70.00	
10 0020 2700 000 0000 626	GAS		70.00
			Vendor Total: 142.00
BRIGHT, SHELLY	03012011	155.10	
10 0010 2700 217 3303 516	TRAVEL REIMBURSEMENT		155.10
			Vendor Total: 155.10
BRUCE, JEN	03032011	34.82	
10 1901 1000 100 8001 612	REIMBURSEMENT		34.82
			Vendor Total: 34.82
BUILDING SYSTEMS SOLUTIONS INC	1227	387.69	

<u>Vendor Name</u>	<u>Invoice</u>	<u>Amount</u>	
<u>Account Number</u>	<u>Description</u>	<u>Amount</u>	
3900 2600 000 0000 618	VALVE SUPPLIES	387.69	
			Vendor Total: 387.69
CAMBLIN MECHANICAL INC	11-4175-468	112.68	
10 3900 2600 000 0000 430	REPAIR N BOILER	112.68	
			Vendor Total: 112.68
CASEY'S	02282011	127.76	
10 0020 2700 000 0000 626	GAS	127.76	
			Vendor Total: 127.76
CDW GOVERNMENT, INC.	WNX4263	250.00	
10 0010 2321 000 0000 611	BATTERY	250.00	
CDW GOVERNMENT, INC.	WPB1390	1,575.00	
10 0010 2235 000 0000 739	COMPUTER	1,575.00	
CDW GOVERNMENT, INC.	WQQ8418	(1,575.00)	
10 0010 2235 000 0000 739	COMPUTER	(1,575.00)	
			Vendor Total: 250.00
CITY OF RED OAK	02282011	998.40	
10 0030 2600 000 0000 411	WATER	7.75	
10 1912 2600 000 0000 411	WATER	62.40	
10 1914 2600 000 0000 411	WATER	81.40	
10 0030 2600 000 0000 411	WATER	7.75	
10 0030 2600 000 0000 411	WATER	7.75	
10 3230 2600 000 0000 411	WATER	396.00	
10 3900 2600 000 0000 411	WATER	35.80	
10 0030 2600 000 0000 411	WATER	7.75	
10 1913 2600 000 0000 411	WATER	244.20	
10 0020 2600 000 0000 411	WATER	14.40	
10 1911 2600 000 0000 411	WATER	10.00	
10 2020 2600 000 0000 411	WATER	123.20	
			Vendor Total: 998.40
CONTROL MASTERS	368229QB	227.45	
10 2020 2600 000 0000 430	REPAIR THERMOSTATS	227.45	
			Vendor Total: 227.45
COUNSEL OFFICE & DOCUMENTS	CNIN091677	105.11	
10 0010 2310 000 0000 611	COPY CHARGES	105.11	
COUNSEL OFFICE & DOCUMENTS	CNIN091678	275.52	
10 3230 2410 000 0000 359	COPIER CHARGES	275.52	
COUNSEL OFFICE & DOCUMENTS	CNIN092114	74.00	
10 2020 2410 000 0000 359	COPIER CHARGES	74.00	
COUNSEL OFFICE & DOCUMENTS	CNIN092115	45.00	
10 2020 2410 000 0000 359	COPIER CHARGES	45.00	
COUNSEL OFFICE & DOCUMENTS	CNIN092117	209.00	
10 0010 2520 000 0000 618	COPIER CHARGES	209.00	

<u>Vendor Name</u>	<u>Invoice</u>	<u>Amount</u>	<u>Amount</u>	
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			Vendor Total:	708.63
COUNTRY INN & SUITES	4060	194.88		
10 0010 2321 000 0000 580	LODGING		194.88	
COUNTRY INN & SUITES	4231	125.44		
10 0010 2321 000 0000 580	LODGING		125.44	
			Vendor Total:	320.32
DEMCO	4122665	335.99		
10 3230 1000 115 0000 612	WHITE BOARD		335.99	
DEMCO	4134887	285.51		
10 2020 2221 000 0000 618	MEDIA CENTER SUPPLIES		285.51	
			Vendor Total:	621.50
DENTLINGER, CONNIE	03012011	236.70		
10 1901 1000 100 8001 612	REIMBURSEMENT		236.70	
			Vendor Total:	236.70
DOVEL REFRIGERATION	37153	215.55		
10 3230 2600 000 0000 430	CLEAN OUT EXHAUST PIPES/VENT MOTOR		215.55	
			Vendor Total:	215.55
DUNN, TERRI	03032011	92.68		
10 1901 1000 100 8001 612	REIMBURSEMENT		92.68	
DUNN, TERRI	03142011	52.41		
10 1901 1000 100 8001 612	REIMBURSEMENT		52.41	
			Vendor Total:	145.09
EBSCO	EP5933	132.85		
10 1902 2222 000 0000 644	RENEWAL SUBSCRIPTIONS		132.85	
			Vendor Total:	132.85
ECHO GROUP INC	S4714681.001	223.75		
10 0010 2600 000 0000 618	BULBS/BALLASTS		223.75	
ECHO GROUP INC	S4714681.002	196.80		
10 0010 2600 000 0000 618	BULBS/BALLASTS		196.80	
			Vendor Total:	420.55
ERICKSON, MARK	03012011	22.87		
10 1901 1000 100 8001 612	REIMBURSEMENT		22.87	
			Vendor Total:	22.87
EUKEN, TERESA	03082011	111.26		
10 0010 1000 100 3374 580	TRAVEL REIMBURSEMENT		111.26	
			Vendor Total:	111.26
FAREWAY FOOD STORES	02042011/16	52.34		
10 3230 1300 340 0000 612	SUPPLIES		52.34	
FAREWAY FOOD STORES	02082011/28	62.26		

<u>Vendor Name</u>	<u>Account Number</u>	<u>Invoice Description</u>	<u>Amount</u>	<u>Amount</u>
	10 3230 1300 340 0000 612	SUPPLIES		62.26
FAREWAY FOOD STORES		02102011/32	32.25	
	10 3230 1300 340 0000 612	SUPPLIES		32.25
FAREWAY FOOD STORES		02142011/44	55.59	
	10 3230 1300 340 0000 612	SUPPLIES		55.59
FAREWAY FOOD STORES		02222011/33	28.61	
	10 3230 1300 340 0000 612	SUPPLIES		28.61
FAREWAY FOOD STORES		02222011/47	46.58	
	10 3230 1300 340 0000 612	SUPPLIES		46.58
FAREWAY FOOD STORES		02242011/36	43.95	
	10 3230 1300 340 0000 612	SUPPLIES		43.95
FAREWAY FOOD STORES		02282011/45	58.92	
	10 3230 1300 340 0000 612	SUPPLIES		58.92
FAREWAY FOOD STORES		03022011/20	71.63	
	10 3230 1300 340 0000 612	INSTRUCTIONAL SUPPLIES		71.63
FAREWAY FOOD STORES		03032011/22	32.26	
	10 0010 1000 860 3117 612	SUPPLIES		32.26
FAREWAY FOOD STORES		03042011/26	39.01	
	10 3230 1300 340 0000 612	INSTRUCTIONAL SUPPLIES		39.01
FAREWAY FOOD STORES		03082011/7	80.58	
	10 3230 1300 340 0000 612	INSTRUCTIONAL SUPPLIES		80.58
FAREWAY FOOD STORES		03102011/15	59.16	
	10 3230 1300 340 0000 612	INSTRUCTIONAL SUPPLIES		59.16
FAREWAY FOOD STORES		03142011/21	39.71	
	10 3230 1300 340 0000 612	INSTRUCTIONAL SUPPLIES		39.71
FAREWAY FOOD STORES		03162011/26	4.95	
	10 3230 1300 340 0000 612	INSTRUCTIONAL SUPPLIES		4.95
		Vendor Total:		707.80
FARMERS MERCANTILE		02282011	8,226.75	
	10 0010 2700 217 3303 626	#25		450.26
	10 0010 2700 217 3303 626	#22		151.64
	10 0010 2650 000 0000 626	GAS		15.95
	10 0010 2700 217 3303 626	#17		6.91
	10 0010 2700 217 3303 626	#23		481.18
	10 0010 2650 000 0000 626	GAS		133.19
	10 0020 2700 000 0000 627	DIESEL		5,378.58
	10 0020 2700 000 0000 618	DEF		227.86
	10 0010 2700 217 3303 626	#27		92.85
	10 0020 2700 000 0000 626	GAS		1,288.33
		Vendor Total:		8,226.75
FAST, NORMA		02202011	166.70	
	10 1900 1200 430 4501 641	REIMBURSEMENT		166.70
T, NORMA		02242011	348.24	
	10 1900 1200 430 4501 580	TRAVEL REIMBURSEMENT		348.24
		Vendor Total:		514.94

<u>Vendor Name</u>	<u>Invoice</u>	<u>Amount</u>	
<u>Account Number</u>	<u>Description</u>		<u>Amount</u>
FIRST BANKCARD	02232011-1	3,044.64	
10 0010 2213 100 3376 580	LODGING WORKSHOP		3,044.64
FIRST BANKCARD	02242011	80.50	
10 0010 2213 100 3376 580	SHUTTLE RETURN		80.50
FIRST BANKCARD	03012011	32.59	
10 0010 2321 000 0000 580	MEETING MEALS		32.59
FIRST BANKCARD	03082011	237.19	
10 0010 2237 000 0000 431	REPAIR COMPUTER		237.19
			Vendor Total: 3,394.92
FLUCKEY, LEANNE	03092011	114.25	
10 0010 2213 100 3376 580	TRAVEL REIMBURSEMENT		114.25
			Vendor Total: 114.25
FRANK RIEMAN MUSIC, INC.	1264262	68.25	
10 2020 1000 110 0000 430	REPAIR FRENCH HORN		68.25
FRANK RIEMAN MUSIC, INC.	1283780	76.36	
10 3230 1000 110 0000 430	REPAIR SAX		76.36
			Vendor Total: 144.61
GAMBS, JOHN	02252011	45.00	
10 3230 2410 000 0000 320	TRAVEL REIMBURSEMENT		45.00
			Vendor Total: 45.00
GOPHER SPORTS EQUIPMENT	8266665	395.26	
10 3230 1000 108 0000 612	PE SUPPLIES		395.26
			Vendor Total: 395.26
GRAND THEATER	9	76.00	
10 1901 1000 100 8001 612	FIELD TRIP/MOVIE		76.00
			Vendor Total: 76.00
GREEN HILLS AEA	OT000224	105.00	
10 0010 1000 217 3303 320	CPI TRAINING		105.00
			Vendor Total: 105.00
HAMERNIK, DON	03012011	5.37	
10 0010 2600 000 0000 581	TRAVEL REIMBURSEMENT		5.37
			Vendor Total: 5.37
HAWKEYE FORD MERCURY, INC	33809	93.92	
10 0020 2700 000 0000 430	OIL CHANGE #28		93.92
HAWKEYE FORD MERCURY, INC	34043	35.59	
10 0020 2700 000 0000 430	OIL CHANGE/MISC #22		35.59
HAWKEYE FORD MERCURY, INC	34063	162.40	
10 0020 2700 000 0000 430	FIX SPEEDOMETER/MISC		162.40
HAWKEYE FORD MERCURY, INC	34077	100.51	
10 0020 2700 000 0000 430	BRAKES/ROTATE TIRES #17		100.51
HAWKEYE FORD MERCURY, INC	34218	34.55	

<u>Vendor Name</u>	<u>Invoice</u>	<u>Amount</u>		
<u>Account Number</u>	<u>Description</u>	<u>Amount</u>		<u>Amount</u>
0020 2700 000 0000 430	CHECK BATTERY/OIL CHANGE/MISC #25	34.55		
			Vendor Total:	426.97
HAYES SCHOOL PUBLISHING CO.	15904A	25.51		
10 2020 1000 100 0000 612	AWARD CERTIFICATES	25.51		
			Vendor Total:	25.51
HEARTLAND TECHNOLOGY SOLUTIONS	70378	150.00		
10 0010 2236 000 0000 536	STANDARD SERVER SSL set up fee	150.00		
HEARTLAND TECHNOLOGY SOLUTIONS	INV00078961	328.00		
10 0010 2236 000 0000 536	STANDARD SERVER SSL	328.00		
			Vendor Total:	478.00
HEWLETT PACKARD COMPANY	49039516	1,532.25		
10 0010 1000 300 4531 739	LASER PRINTER	1,532.25		
			Vendor Total:	1,532.25
HOLLAND, LORI	02252011	112.53		
10 1900 1200 430 4501 580	TRAVEL REIMBURSEMENT	112.53		
HOLLAND, LORI	03012011	50.00		
10 1900 1200 430 4501 612	REIMBURSEMENT	50.00		
			Vendor Total:	162.53
HY VEE FOOD STORES	7826694	33.75		
10 3230 1300 340 0000 612	SUPPLIES	33.75		
HY VEE FOOD STORES	7836353	31.71		
10 3230 1300 340 0000 612	SUPPLIES	31.71		
HY VEE FOOD STORES	7853672	68.31		
10 3230 1300 340 0000 612	SUPPLIES	68.31		
HY VEE FOOD STORES	7860359	6.07		
10 3230 1300 340 0000 612	SUPPLIES	6.07		
HY VEE FOOD STORES	7892492	3.98		
10 3230 1300 340 0000 612	SUPPLIES	3.98		
HY VEE FOOD STORES	7915765	6.78		
10 3230 1300 340 0000 612	SUPPLIES	6.78		
HY VEE FOOD STORES	7915845	76.48		
10 0010 2213 100 3376 613	SUPPLIES	76.48		
HY VEE FOOD STORES	7947649	10.93		
10 0010 2213 100 3376 613	SUPPLIES	10.93		
HY VEE FOOD STORES	8006597	7.40		
10 0010 2310 000 0000 611	SUPPLIES	7.40		
HY VEE FOOD STORES	8010192	9.58		
10 0010 2310 000 0000 611	SUPPLIES	9.58		
VEE FOOD STORES	8010200	1.69		
10 0010 2310 000 0000 611	SUPPLIES	1.69		
HY VEE FOOD STORES	8014333	5.78		
10 3230 1300 340 0000 612	INSTRUCTIONAL SUPPLIES	5.78		

<u>Vendor Name</u>	<u>Invoice</u>	<u>Amount</u>	<u>Amount</u>
<u>Account Number</u>	<u>Description</u>		
VEE FOOD STORES	8040286	23.88	
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HY VEE FOOD STORES	8078013	49.19	
10 1900 1000 420 3238 618	SUPPLIES		49.19
HY VEE FOOD STORES	8093552	14.88	
10 3230 1300 340 0000 612	INSTRUCTIONAL SUPPLIES		14.88
HY VEE FOOD STORES	8113984	10.00	
10 3230 1300 340 0000 612	INSTRUCTIONAL SUPPLIES		10.00
HY VEE FOOD STORES	8120090	3.01	
10 3230 1300 340 0000 612	INSTRUCTIONAL SUPPLIES		3.01
			Vendor Total: 363.42
INSTITUTE OF APPLIED AG	03102011	1,400.00	
10 0010 1000 300 4531 320	REG FEES		1,400.00
			Vendor Total: 1,400.00
IOWA PRISON INDUSTRIES	610640	750.00	
10 3230 1300 310 0000 612	TABLES		750.00
			Vendor Total: 750.00
IOWA PUPIL TRANSPORTATION ASSO	03012011	16.50	
10 0020 2700 000 0000 618	DVD RENTAL FOR BUS DRIVERS		16.50
			Vendor Total: 16.50
IOWA STATE UNIVERSITY	76984	225.00	
10 0010 2510 000 0000 310	REG FEE		225.00
			Vendor Total: 225.00
JIPSEN CONSTRUCTION	02252011	2,050.00	
10 0010 2600 000 0000 422	SNOW REMOVAL		2,050.00
			Vendor Total: 2,050.00
JOHN BARONE COMPANY	SV108162	332.50	
10 2020 2600 000 0000 430	REPAIR FIRE PANEL		332.50
			Vendor Total: 332.50
K MART	0284	49.99	
10 1901 1220 217 3303 612	BOOMBOX		49.99
K MART	4720	21.98	
10 2020 1220 211 3301 612	CD'S/CASES		21.98
			Vendor Total: 71.97
KALEIDOSCOPE PRE-SCHOOL	03162011	12,350.00	
10 0010 1000 860 3117 320	MARCH PAYMENT PRESCHOOL SERVICES		12,350.00
			Vendor Total: 12,350.00
KOEPPEL, KATHY	02112011	26.68	
10 0010 2134 000 0000 580	TRAVEL REIMBURSEMENT		26.68

<u>Vendor Name</u>	<u>Invoice</u>	<u>Amount</u>	<u>Amount</u>
<u>Account Number</u>	<u>Description</u>		
SEPPPEL, KATHY	03142011	33.64	
10 0010 2134 000 0000 580	TRAVEL REIMBURSEMENT	33.64	
			Vendor Total: 60.32
KUTZLI, STACY	03042011	102.53	
10 0010 2213 100 3376 580	TRAVEL REIMBURSEMENT	102.53	
			Vendor Total: 102.53
LD PRODUCTS	3955980	53.94	
10 3230 1220 214 3302 612	TONER	53.94	
			Vendor Total: 53.94
LEE, ANN	03042011	103.46	
10 0010 2213 100 3376 580	TRAVEL REIMBURSEMENT	103.46	
			Vendor Total: 103.46
LEWIS CENTRAL COMMUNITY SCHOOL	02252011	929.45	
10 0010 1000 100 0000 567	OPEN ENROLLMENT	929.45	
			Vendor Total: 929.45
LIL TIGERS PRESCHOOL	03022011	1,425.00	
10 0010 1000 100 3311 563	FEB EMP GRANT	1,425.00	
			Vendor Total: 1,425.00
LION PRODUCTS	6481	399.96	
10 1913 2600 000 0000 618	BATH TISSUE	399.96	
			Vendor Total: 399.96
MALVERN COMMUNITY SCHOOLS	03102011	1,442.00	
10 0010 1000 100 0000 561	3RD QTR OPEN ENROLLMENT	1,442.00	
			Vendor Total: 1,442.00
MATHESON TRI-GAS	02229860	281.96	
10 3230 1300 350 0000 612	TANK RENTALS	281.96	
MATHESON TRI-GAS	50050119	117.74	
10 3230 1300 350 0000 612	TANK RENTALS	117.74	
			Vendor Total: 399.70
MAURER, GEOFF	7.81	7.81	
10 1900 1200 430 4501 612	REIMBURSEMENT	7.81	
			Vendor Total: 7.81
MCI	03102011	120.51	
10 0020 2700 000 0000 530	PHONE CHARGES	15.00	
10 1902 2410 000 0000 532	PHONE CHARGES	20.00	
10 0010 2321 000 0000 532	PHONE CHARGES	25.51	
10 0020 2410 000 0000 532	PHONE CHARGES	20.00	
10 1901 2410 000 0000 532	PHONE CHARGES	20.00	
10 3230 2410 000 0000 532	PHONE CHARGES	20.00	

<u>Vendor Name</u>	<u>Invoice</u>	<u>Amount</u>	<u>Amount</u>
<u>Account Number</u>	<u>Description</u>		
			Vendor Total: 120.51
MIDWEST COMPUTER PRODUCTS	430845	6,999.88	
10 0010 1000 300 4531 739	LCD'S		6,999.88
			Vendor Total: 6,999.88
MODEL ME KIDS	11-3685	204.85	
10 3230 1220 217 3303 612	INSTRUCTIONAL SUPPLIES		204.85
			Vendor Total: 204.85
MONTGOMERY CO. MEMORIAL HOSP.	03072011	30.00	
10 0020 2700 000 0000 346	DRUG TESTING		30.00
			Vendor Total: 30.00
MTE OFFICE SUPPLIES	0124268-001	43.98	
10 2020 1000 100 0000 612	PENCIL SHARPENERS		43.98
MTE OFFICE SUPPLIES	0124523-001	226.68	
10 3230 1220 214 3302 612	INSTRUCTIONAL SUPPLIES		226.68
			Vendor Total: 270.66
NASCO	164387	62.90	
10 3230 1300 340 0000 612	INSTRUCTIONAL SUPPLIES		62.90
			Vendor Total: 62.90
NCECEVI	03112011	21,070.00	
10 0010 1000 217 3303 563	3RD QTR SP CHARGES		21,070.00
			Vendor Total: 21,070.00
NEBRASKA AIR FILTER, INC.	0254997-IN	413.56	
10 3230 2600 000 0000 618	FILTERS		413.56
			Vendor Total: 413.56
NIELSON, CAROL	03072011	67.68	
10 0010 2213 100 3376 580	TRAVEL REIMBURSEMENT		67.68
			Vendor Total: 67.68
NISHNA PRODUCTIONS	03042011	731.28	
10 0010 1000 217 3303 563	WORK ACT SERVICES		731.28
NISHNA PRODUCTIONS	03042011-1	797.76	
10 0010 1000 217 3303 563	WORK ACT SERVICES		797.76
			Vendor Total: 1,529.04
NISHNA VALLEY COMMUNITY SCHOOL	03172011	17,304.00	
10 0010 1000 100 0000 567	3RD QTR OPEN ENROLLMENT		17,304.00
			Vendor Total: 17,304.00
HA DOOR & WINDOW CO.	M54800	490.43	
10 3230 2600 000 0000 430	REPAIR DOOR		490.43
			Vendor Total: 490.43

<u>Vendor Name</u>	<u>Invoice</u>	<u>Amount</u>	<u>Amount</u>
<u>Account Number</u>	<u>Description</u>		
OREILLY AUTO PARTS	0298-207652	10.99	
10 0020 2700 000 0000 618	WIPER BLADES		10.99
OREILLY AUTO PARTS	0298-208441	5.29	
10 0020 2700 000 0000 618	RADIATOR CAP		5.29
OREILLY AUTO PARTS	0740-194022	19.98	
10 0020 2700 000 0000 618	WIPER BLADES		19.98
			Vendor Total: 36.26
ORIENTAL TRADING COMPANY	64375676-01	49.94	
10 1901 1000 100 8001 612	INSTRUCTIONAL SUPPLIES		49.94
			Vendor Total: 49.94
ORSCHELN	018732	17.89	
10 0010 2213 100 3376 613	ROPE TO HANG SCREEN		17.89
			Vendor Total: 17.89
PAMIDA INC.	699 #105	14.26	
10 1900 1200 430 4501 618	MISC ITMES		14.26
			Vendor Total: 14.26
PIONEER VALLEY BOOKS	00050967	411.40	
10 1900 1200 430 4501 612	GUIDE CARDS		411.40
			Vendor Total: 411.40
RED COACH INN	327	81.07	
10 0010 2213 100 3376 580	LODGING		81.07
			Vendor Total: 81.07
RED OAK CHAMBER CHAMBER & INDUSTRY 985 ASSOC		750.00	
10 0010 2310 000 0000 810	MEMBERSHIP FEES		750.00
			Vendor Total: 750.00
RED OAK CHRYSLER PLYMOUTH	123454	32.73	
10 0020 2700 000 0000 430	REPLACE HOOD LATCH		32.73
			Vendor Total: 32.73
RED OAK COMMUNITY SCHOOL DIST	02222011	48.00	
10 0010 2213 100 3376 580	TRANSP CHARGES		48.00
RED OAK COMMUNITY SCHOOL DIST	02242011	130.00	
10 0010 2110 490 8027 618	INSURANCE PAYMENT		130.00
			Vendor Total: 178.00
RED OAK DIESEL CLINIC INC.	4091515884	1,205.21	
10 0020 2700 000 0000 430	BATTERIES/THERMO/MISC #6		1,205.21
RED OAK DIESEL CLINIC INC.	4091515885	83.02	
10 0020 2700 000 0000 430	LIFTGATE REPAIR #14		83.02
RED OAK DIESEL CLINIC INC.	4091515886	79.63	
10 0020 2700 000 0000 430	FUEL FILTER/SERVICE CALL #3		79.63
RED OAK DIESEL CLINIC INC.	4091515887	95.63	

<u>Vendor Name</u>	<u>Invoice</u>	<u>Amount</u>	<u>Amount</u>
<u>Account Number</u>	<u>Description</u>		
0020 2700 000 0000 430	HEATER FAN REPAIR #8		95.63
RED OAK DIESEL CLINIC INC.	4091515908	17.65	
10 0020 2700 000 0000 618	ENGINE COOLANT		17.65
	Vendor Total:		1,481.14
RED OAK FABRICATION INC.	1070	51.36	
10 3230 1300 350 0000 612	SUPPLIES		51.36
	Vendor Total:		51.36
RED OAK HARDWARD HANK	105931	37.93	
10 1912 2600 000 0000 618	SUPPLIES		37.93
RED OAK HARDWARD HANK	105932	38.57	
10 1914 2600 000 0000 618	SUPPLIES		38.57
RED OAK HARDWARD HANK	105933	24.28	
10 2020 2600 000 0000 618	SUPPLIES		24.28
	Vendor Total:		100.78
RED OAK PRINTING CO.	12059-1	645.20	
10 0010 1920 000 8031 618	PRINTING OF BROCHURES		645.20
	Vendor Total:		645.20
RED OAK SCHOOLS HOT LUNCH	03202011	20.00	
0010 1313 000 0000	CORRECT DEPOSIT RETURNED CHECK		20.00
	Vendor Total:		20.00
RRCNA	76503	850.00	
10 1900 1200 430 4501 320	REG FEES		850.00
	Vendor Total:		850.00
SANDS, LOIS	03012011	11.60	
10 0010 2600 000 0000 581	TRAVEL REIMBURSEMENT		11.60
	Vendor Total:		11.60
SANDS, RICK	03012011	11.02	
10 0010 2600 000 0000 581	TRAVEL REIMBURSEMENT		11.02
	Vendor Total:		11.02
SCHMID, CHARLA	02282011	170.75	
10 0010 2213 100 3376 580	TRAVEL REIMBURSEMENT		170.75
	Vendor Total:		170.75
SEMINOLE ENERGY SERVICES, LLC	130-1103-141	10,030.36	
	5		
10 1914 2600 000 0000 621	TERHMS 1202		809.30
10 3230 2600 000 0000 621	THERMS 6761		4,100.16
10 1913 2600 000 0000 621	THERMS 3365		2,090.88
10 2020 2600 000 0000 621	THERMS 4944		3,030.02
	Vendor Total:		10,030.36

<u>Vendor Name</u>	<u>Invoice</u>	<u>Amount</u>	<u>Amount</u>
<u>Account Number</u>	<u>Description</u>		
MAFFER, RALPH	222274	70.00	
10 3230 1000 910 6220 430	PIANO TUNING	70.00	
			Vendor Total: 70.00
SPANGENBERG, ANGIE	03012011	93.74	
10 0010 2213 100 3376 580	TRAVEL REIMBURSEMENT	93.74	
			Vendor Total: 93.74
SPECIALTY UNDERWRITERS LLC	28915	142.41	
10 3230 2410 000 0000 359	COPIER CHARGES	142.41	
SPECIALTY UNDERWRITERS LLC	28915-1	166.00	
10 1901 1000 100 0000 612	TONER	166.00	
			Vendor Total: 308.41
STANTON COMMUNITY SCHOOL DIST.	03112011	56,238.00	
10 0010 1000 100 0000 567	3RD QTR OPEN ENROLLMENT	56,238.00	
			Vendor Total: 56,238.00
STANTON'S SHEET MUSIC	1479286	188.20	
10 2020 1920 100 1920 618	MUSIC	188.20	
			Vendor Total: 188.20
STONE CREEK INN	8612	110.88	
10 1900 1200 430 4501 580	LODGING	17.96	
10 0010 1000 100 3374 580	LODGING	92.92	
STONE CREEK INN	8614	92.96	
10 0010 1000 100 3374 580	LODGING	75.00	
10 1900 1200 430 4501 580	LODGING	17.96	
			Vendor Total: 203.84
TACONY CORP	4945560	22.55	
10 0010 2600 000 0000 618	GASKETS	22.55	
			Vendor Total: 22.55
TBH TECHNOLOGY	2011-01-03	6,500.00	
10 3230 1220 217 3303 320	SITE LICENSES/WORKSHOPS/TRAINING	6,500.00	
			Vendor Total: 6,500.00
THINKING WITH NUMBERS	10475	68.00	
10 1901 1000 100 8001 612	ADD/SUBT BOOKS	68.00	
			Vendor Total: 68.00
TIMBERLINE BILLING SERVICE LLC	774	46.30	
10 0010 1000 211 3321 320	MEDICAID SHARED BILLING	46.30	
			Vendor Total: 46.30
PRIMATE NURSING SERVICES INC	02222011	1,460.00	
10 1901 2134 217 3303 347	SKILLED NURSING	1,460.00	

<u>Vendor Name</u>	<u>Account Number</u>	<u>Invoice Description</u>	<u>Amount</u>	<u>Amount</u>	
			Vendor Total:		1,460.00
WATKINS TRUE VALUE		204068	2.58		
10 1912 2600 000 0000 618		KEYS		2.58	
WATKINS TRUE VALUE		204255	9.49		
10 1912 2600 000 0000 618		HOOKS		9.49	
WATKINS TRUE VALUE		204570	4.78		
10 0020 2700 000 0000 618		DOWELS		4.78	
WATKINS TRUE VALUE		204589	23.81		
10 3230 2600 000 0000 618		SUPPLIES TO REPAIR COIL		23.81	
WATKINS TRUE VALUE		204594	8.50		
10 3230 2600 000 0000 618		SUPPLIES TO REPAIR COIL		8.50	
WATKINS TRUE VALUE		204595	(1.80)		
10 0020 2700 000 0000 618		CREDIT		(1.80)	
WATKINS TRUE VALUE		204597	1.45		
10 3230 2600 000 0000 618		SUPPLIES TO REPAIR COIL		1.45	
			Vendor Total:		48.81
WAUBONSIE MENTAL HEALTH CARE		03102011	281.25		
10 3230 2213 000 3227 330		CONSULTANT SERVICES		281.25	
			Vendor Total:		281.25
B, JEAN		02162011	25.00		
10 0010 2134 000 0000 271		BALANCE SCHOOL PHYSICAL		25.00	
			Vendor Total:		25.00
WILLEY, KAY		03012011	78.05		
10 0010 2213 100 3376 580		TRAVEL REIMBURSEMENT		78.05	
			Vendor Total:		78.05
WINDSTREAM		03162011	164.40		
10 0010 2410 000 0000 532		PHONE SERVICE		164.40	
			Vendor Total:		164.40
WORLD BOOK, INC.		WBE1423896	799.00		
10 1902 2222 000 0000 618		WORLD BOOK ENCYC		250.00	
10 1902 2222 000 0000 647		WORLD BOOK ENCYC		180.00	
10 1902 2222 000 0000 643		WORLD BOOK ENCYC		369.00	
			Vendor Total:		799.00
XETA TECHNOLOGIES		312704	98.00		
10 0010 2236 000 0000 536		REMOTE PHONE MAINTENANCE		98.00	
			Vendor Total:		98.00
			Fund Total:		179,512.11
Accounting Account: 1	Fund: 23	PHYSICAL PLANT & EQUIPMENT			
GOVERNMENT, INC.		WNB8358	1,510.00		
23 0010 2235 000 0000 734		COMPUTER		1,510.00	

<u>Vendor Name</u>	<u>Invoice</u>	<u>Amount</u>	<u>Amount</u>
<u>Account Number</u>	<u>Description</u>		
			Vendor Total: 1,510.00
DOVEL REFRIGERATION	37118	639.99	
23 3230 1000 000 0000 739	DRYER	639.99	
			Vendor Total: 639.99
ROGERS PLUMBING & HEATING	17695	1,011.43	
23 3230 4700 000 0000 450	INSTALL NEW WATER FOUNTAIN	1,011.43	
			Vendor Total: 1,011.43
SECURITY EQUIPMENT INC	27883	1,984.00	
23 1912 4700 000 0000 790	NEW CAMERA	892.00	
23 1911 4700 000 0000 450	NEW CAMERA	1,092.00	
			Vendor Total: 1,984.00
			Fund Total: 5,145.42
			Checking Account Total: 184,657.53

Checking

2

Checking Account: 2	Fund: 61	SCHOOL NUTRITION FUND	
ANDERSON ERICKSON DAIRY CO	222971	69.05	
61 1914 3110 000 0000 631	WASH MILK	69.05	
ANDERSON ERICKSON DAIRY CO	222972	108.55	
2020 3110 000 0000 631	MS MILK	108.55	
ANDERSON ERICKSON DAIRY CO	222973	19.60	
61 1912 3110 000 0000 631	WEBSTER MILK	19.60	
ANDERSON ERICKSON DAIRY CO	222974	188.15	
61 1913 3110 000 0000 631	IPS MILK	188.15	
ANDERSON ERICKSON DAIRY CO	222975	118.50	
61 3230 3110 000 0000 632	HS MILK	61.95	
61 3230 3110 000 0000 631	HS MILK	56.55	
ANDERSON ERICKSON DAIRY CO	225698	88.65	
61 1914 3110 000 0000 631	WASH MILK	88.65	
ANDERSON ERICKSON DAIRY CO	225699	108.55	
61 2020 3110 000 0000 631	MS MILK	108.55	
ANDERSON ERICKSON DAIRY CO	225700	217.70	
61 1913 3110 000 0000 631	IPS MILK	217.70	
ANDERSON ERICKSON DAIRY CO	225701	118.20	
61 3230 3110 000 0000 631	HS MILK	118.20	
ANDERSON ERICKSON DAIRY CO	227964	101.88	
61 1914 3110 000 0000 631	WASH MILK	101.88	
ANDERSON ERICKSON DAIRY CO	227965	158.00	
61 2020 3110 000 0000 631	MS MILK	158.00	
ANDERSON ERICKSON DAIRY CO	227966	58.80	
61 1912 3110 000 0000 631	WEBSTER MILK	58.80	
ANDERSON ERICKSON DAIRY CO	227967	197.50	
61 1913 3110 000 0000 631	IPS MILK	197.50	
ANDERSON ERICKSON DAIRY CO	227968	127.55	
61 3230 3110 000 0000 631	HS MILK	127.55	

<u>Vendor Name</u>	<u>Invoice</u>	<u>Amount</u>	
<u>Account Number</u>	<u>Description</u>		<u>Amount</u>
ANDERSON ERICKSON DAIRY CO	230613	108.85	
61 1914 3110 000 0000 631	WASH MILK		108.85
ANDERSON ERICKSON DAIRY CO	230614	128.15	
61 2020 3110 000 0000 631	MS MILK		128.15
ANDERSON ERICKSON DAIRY CO	230615	227.65	
61 1913 3110 000 0000 631	IPS MILK		227.65
ANDERSON ERICKSON DAIRY CO	230616	156.43	
61 3230 3110 000 0000 631	HS MILK		156.43
ANDERSON ERICKSON DAIRY CO	232826	39.20	
61 1912 3110 000 0000 631	WEBSTER MILK		39.20
ANDERSON ERICKSON DAIRY CO	235509	88.65	
61 1914 3110 000 0000 631	WASH MILK		88.65
ANDERSON ERICKSON DAIRY CO	235510	108.25	
61 2020 3110 000 0000 631	MS MILK		108.25
ANDERSON ERICKSON DAIRY CO	235511	197.50	
61 1913 3110 000 0000 631	IPS MILK		197.50
ANDERSON ERICKSON DAIRY CO	235512	88.95	
61 3230 3110 000 0000 631	HS MILK		88.95
ANDERSON ERICKSON DAIRY CO	237807	108.85	
61 1914 3110 000 0000 631	WASH MILK		108.85
ANDERSON ERICKSON DAIRY CO	237808	148.35	
61 2020 3110 000 0000 631	MS MILK		148.35
ANDERSON ERICKSON DAIRY CO	237809	44.13	
61 1912 3110 000 0000 631	WEBSTER MILK		44.13
ANDERSON ERICKSON DAIRY CO	237810	187.85	
61 1913 3110 000 0000 631	IPS MILK		187.85
ANDERSON ERICKSON DAIRY CO	237811	168.76	
61 3230 3110 000 0000 631	HS MILK		168.76
			Vendor Total: 3,482.25
COMFORT SUITES DSM	27568	92.96	
61 1913 3110 000 0000 580	LODGING		92.96
			Vendor Total: 92.96
DANIELS, PAULETTE	03082011	4.28	
61 1914 3110 000 0000 618	REIMBURSEMENT		4.28
			Vendor Total: 4.28
FAMILY DOLLAR	3418	31.00	
61 3230 3110 000 0000 618	SUPPLIES		31.00
			Vendor Total: 31.00
FARMERS MERCANTILE	02282011-1	133.68	
61 0010 2700 000 0000 626	GAS		133.68
			Vendor Total: 133.68
FOOTE, SHARON	02252011	80.62	
61 1913 3110 000 0000 580	TRAVEL REIMBURSEMENT		80.62

<u>Vendor Name</u>	<u>Invoice</u>	<u>Amount</u>	<u>Amount</u>
<u>Account Number</u>	<u>Description</u>		
NOTE, SHARON	02282011	21.39	
61 1913 3110 000 0000 580	TRAVEL REIMBURSEMENT		21.39
			Vendor Total: 102.01
HY VEE FOOD STORES	7681860	50.90	
61 1913 3110 000 0000 631	SUPPLIES		50.90
HY VEE FOOD STORES	7854798	9.87	
61 2020 3110 000 0000 631	SUPPLIES		9.87
HY VEE FOOD STORES	7860289	21.24	
61 1913 3110 000 0000 631	SUPPLIES		21.24
HY VEE FOOD STORES	7870013	7.98	
61 1913 3110 000 0000 631	SUPPLIES		7.98
HY VEE FOOD STORES	7875980	31.90	
61 2020 3110 000 0000 631	SUPPLIES		31.90
HY VEE FOOD STORES	7908912	3.99	
61 1913 3110 000 0000 631	SUPPLIES		3.99
HY VEE FOOD STORES	7909315	1.77	
61 2020 3110 000 0000 631	SUPPLIES		1.77
HY VEE FOOD STORES	7911185	4.50	
61 1913 3110 000 0000 631	SUPPLIES		4.50
HY VEE FOOD STORES	7959683	13.16	
61 1913 3110 000 0000 631	SUPPLIES		13.16
HY VEE FOOD STORES	7959855	6.38	
61 2020 3110 000 0000 631	SUPPLIES		6.38
HY VEE FOOD STORES	7967622	34.91	
61 1913 3110 000 0000 631	SUPPLIES		34.91
			Vendor Total: 186.60
INTERSTATE BRAND CORP.	044656038590	27.30	
61 2020 3110 000 0000 631	SUPPLIES		27.30
INTERSTATE BRAND CORP.	044656038591	27.30	
61 2020 3110 000 0000 631	SUPPLIES		27.30
INTERSTATE BRAND CORP.	044656038592	16.80	
61 2020 3110 000 0000 631	SUPPLIES		16.80
INTERSTATE BRAND CORP.	044656041661	27.30	
61 3230 3110 000 0000 631	SUPPLIES		27.30
INTERSTATE BRAND CORP.	044656041662	25.20	
61 2020 3110 000 0000 631	SUPPLIES		25.20
INTERSTATE BRAND CORP.	044656041663	16.80	
61 2020 3110 000 0000 631	SUPPLIES		16.80
INTERSTATE BRAND CORP.	044656045737	114.44	
61 3230 3110 000 0000 631	SUPPLIES		114.44
INTERSTATE BRAND CORP.	044656045738	22.62	
61 2020 3110 000 0000 631	SUPPLIES		22.62
INTERSTATE BRAND CORP.	044656045739	66.76	
61 2020 3110 000 0000 631	SUPPLIES		66.76
INTERSTATE BRAND CORP.	044656048813	25.20	

<u>Vendor Name</u>	<u>Account Number</u>	<u>Invoice Description</u>	<u>Amount</u>	<u>Amount</u>
	2020 3110 000 0000 631	SUPPLIES		25.20
INTERSTATE BRAND CORP.		044656048814	16.80	
61 2020 3110 000 0000 631		SUPPLIES		16.80
INTERSTATE BRAND CORP.		044656048815	27.30	
61 3230 3110 000 0000 631		SUPPLIES		27.30
INTERSTATE BRAND CORP.		044656052908	51.30	
61 3230 3110 000 0000 631		SUPPLIES		51.30
INTERSTATE BRAND CORP.		044656052909	66.40	
61 2020 3110 000 0000 631		SUPPLIES		66.40
INTERSTATE BRAND CORP.		044656052910	(16.80)	
61 2020 3110 000 0000 631		SUPPLIES		(16.80)
INTERSTATE BRAND CORP.		044656052911	49.60	
61 2020 3110 000 0000 631		SUPPLIES		49.60
INTERSTATE BRAND CORP.		044656059090	27.30	
61 3230 3110 000 0000 631		SUPPLIES		27.30
		Vendor Total:		591.62
KECK, INC.		01032011	1,874.65	
61 3230 3110 000 0000 631		SUPPLIES		1,874.65
KECK, INC.		01032011-1	1,523.25	
61 3230 3110 000 0000 631		SUPPLIES		1,523.25
		Vendor Total:		3,397.90
MARTIN BROS.		3774213	1,883.12	
61 3230 3110 000 0000 618		SUPPLIES		134.60
61 3230 3110 000 0000 632		SUPPLIES		43.59
61 3230 3110 000 0000 631		SUPPLIES		1,704.93
MARTIN BROS.		3774214	531.05	
61 2020 3110 000 0000 631		SUPPLIES		531.05
MARTIN BROS.		3774215	591.19	
61 2020 3110 000 0000 618		SUPPLIES		118.03
61 2020 3110 000 0000 631		SUPPLIES		473.16
MARTIN BROS.		3777623	61.08	
61 1913 3110 000 0000 631		SUPPLIES		61.08
MARTIN BROS.		3777624	1,230.99	
61 1913 3110 000 0000 631		SUPPLIES		1,189.15
61 1913 3110 000 0000 618		SUPPLIES		41.84
MARTIN BROS.		3778790	(153.12)	
61 3230 3110 000 0000 631		SUPPLIES		(153.12)
MARTIN BROS.		3782418	975.67	
61 1913 3110 000 0000 618		SUPPLIES		45.54
61 1913 3110 000 0000 631		SUPPLIES		930.13
MARTIN BROS.		3782419	1,536.73	
61 3230 3110 000 0000 632		SUPPLIES		543.69
61 3230 3110 000 0000 631		SUPPLIES		972.12
61 3230 3110 000 0000 618		SUPPLIES		20.92
MARTIN BROS.		3782420	63.28	

<u>Vendor Name</u>	<u>Invoice</u>	<u>Amount</u>	<u>Amount</u>
<u>Account Number</u>	<u>Description</u>		
2020 3110 000 0000 631	SUPPLIES		63.28
MARTIN BROS.	3782421	512.99	
61 2020 3110 000 0000 618	SUPPLIES		15.18
61 2020 3110 000 0000 631	SUPPLIES		497.81
MARTIN BROS.	3789837	699.82	
61 1913 3110 000 0000 631	SUPPLIES		699.82
MARTIN BROS.	3789838	922.80	
61 3230 3110 000 0000 632	SUPPLIES		210.25
61 3230 3110 000 0000 618	SUPPLIES		35.76
61 3230 3110 000 0000 631	SUPPLIES		676.79
MARTIN BROS.	3789838-1	(51.11)	
61 3230 3110 000 0000 631	SUPPLIES		(51.11)
MARTIN BROS.	3789839	62.05	
61 2020 3110 000 0000 631	SUPPLIES		62.05
MARTIN BROS.	3789840	205.06	
61 2020 3110 000 0000 618	SUPPLIES		36.64
61 2020 3110 000 0000 631	SUPPLIES		168.42
MARTIN BROS.	3797439	1,091.73	
61 1913 3110 000 0000 618	SUPPLIES		79.68
61 1913 3110 000 0000 631	SUPPLIES		1,012.05
MARTIN BROS.	3797440	1,534.23	
61 3230 3110 000 0000 631	SUPPLIES		1,160.31
61 3230 3110 000 0000 618	SUPPLIES		82.59
61 3230 3110 000 0000 632	SUPPLIES		291.33
MARTIN BROS.	3797441	587.35	
61 2020 3110 000 0000 631	SUPPLIES		587.35
MARTIN BROS.	3797442	622.47	
61 2020 3110 000 0000 631	SUPPLIES		607.29
61 2020 3110 000 0000 618	SUPPLIES		15.18
	Vendor Total:		12,907.38
REINHART FOOD SERVICE LLC	970315	441.16	
61 3230 3110 000 0000 631	SUPPLIES		441.16
REINHART FOOD SERVICE LLC	970766	168.68	
61 3230 3110 000 0000 618	SUPPLIES		168.68
REINHART FOOD SERVICE LLC	979862	250.00	
61 3230 3110 000 0000 570	DISHWASHER LEASE		250.00
	Vendor Total:		859.84
	Fund Total:		21,789.52
	Checking Account Total:		21,789.52
<u>Checking</u>	3		
Checking Account: 3	Fund: 21	STUDENT ACTIVITY FUND	
A WISH COME TRUE	925946	271.00	
61 3230 1400 950 7459 618	CHEER SUPPLIES		271.00
	Vendor Total:		271.00
ACORN CLOTHING CO	1719	385.00	

<u>Vendor Name</u>	<u>Invoice</u>	<u>Amount</u>	<u>Amount</u>
<u>Account Number</u>	<u>Description</u>		
3230 1400 950 7407 618	T-SHIRTS		385.00
ACORN CLOTHING CO	1737	625.83	
21 0010 1400 920 6845 618	T-SHIRTS		625.83
	Vendor Total:		1,010.83
ALLENSWORTH, GAYLE	03152011	12.00	
21 3230 1400 950 7461 618	21323014009507461618		12.00
	Vendor Total:		12.00
BRIGGS, WILLIAM	03182011	794.51	
21 0010 1400 920 6600 619	FUNDRAISER		794.51
	Vendor Total:		794.51
CYSTIC FIBROSIS	03152011	362.00	
21 3230 1400 950 7407 320	FUNDRAISER		362.00
	Vendor Total:		362.00
FARMERS MERCANTILE	0080784	220.88	
21 3230 1400 910 6210 618	LUMBER/SUPPLIES		220.88
FARMERS MERCANTILE	H44339	65.48	
21 2020 1400 950 7404 618	MASONITE		65.48
	Vendor Total:		286.36
MOUNTAIN SQUARE FLORAL	03012011	20.00	
21 0010 1400 950 7454 618	CONCERT SUPPLIES		20.00
	Vendor Total:		20.00
FRANK RIEMAN MUSIC, INC.	1280477	25.80	
21 2020 1400 910 6220 618	REEDS		25.80
	Vendor Total:		25.80
GREAT AMERICAN OPPORTUNITIES	97887956	9,585.00	
21 2020 1400 950 7421 618	COOKIE DOUGH FUNDRAISER		9,585.00
	Vendor Total:		9,585.00
HARRINGTON, CARLA CROSSER	03072011	26.97	
21 3230 1400 950 7409 618	REIMBURSEMENT		26.97
	Vendor Total:		26.97
HEARTLAND SCENIC STUDIO, INC.	32445	24.08	
21 3230 1400 910 6210 618	LAMP BULB		24.08
	Vendor Total:		24.08
HOWARD'S SPORTING GOODS	01999-00	1,110.00	
21 0010 1400 920 6740 618	MEDALS/RIBBONS		555.00
21 0010 1400 920 6840 618	MEDALS/RIBBONS		555.00
HOWARD'S SPORTING GOODS	02000-00	1,006.00	
21 0010 1400 920 6740 618	MEDALS/RIBBONS		242.50
21 0010 1400 920 6840 618	MEDALS/RIBBONS		763.50

<u>Vendor Name</u>	<u>Invoice</u>	<u>Amount</u>	
<u>Account Number</u>	<u>Description</u>		<u>Amount</u>
HOWARD'S SPORTING GOODS	02089-00	22.50	
21 0010 1400 920 6600 619	PINK LANYARDS/LACES		22.50
HOWARD'S SPORTING GOODS	02105-00	32.50	
21 0010 1400 920 6600 619	PINK LANYARDS/LACES		32.50
			Vendor Total: 2,171.00
IOWA FFA FOUNDATION, INC.	03162011	65.00	
21 3230 1400 950 7407 618	RAFFLE TICKETS		65.00
			Vendor Total: 65.00
JOSTENS	44261-2	1,301.60	
21 2020 1400 950 7426 618	YEARBOOKS		1,301.60
			Vendor Total: 1,301.60
MARTINEZ, JUANITA	2394-16	15.00	
21 0010 1400 920 6650 320	REIMBURSEMENT		15.00
			Vendor Total: 15.00
MERRICK, BRANDI	03162011	230.99	
21 3230 1400 950 7407 618	REIMBURSEMENT		230.99
			Vendor Total: 230.99
MIDA INC.	720 #67	89.97	
21 2020 1400 910 6110 618	6 STOOLS/CHAIRS		89.97
			Vendor Total: 89.97
RADISSON HOTEL DES MOINES AIRPORT	02172011	299.04	
21 0010 1400 920 6790 580	LODGING		299.04
			Vendor Total: 299.04
RED OAK COMMUNITY SCHOOL DIST	03202011	630.68	
21 0010 1400 920 6845 320	PR REIMBURSEMENT		40.11
21 0010 1400 920 6790 320	PR REIMBURSEMENT		59.23
21 0010 1400 920 6810 320	PR REIMBURSEMENT		80.76
21 0010 1400 920 6710 320	PR REIMBURSEMENT		330.23
21 0010 1400 920 6600 320	PR REIMBURSEMENT		120.35
			Vendor Total: 630.68
RED OAK HARDWARD HANK	106943	288.00	
21 0010 1400 920 6650 618	TENNIS BALLS		288.00
			Vendor Total: 288.00
RED OAK PRINTING CO.	12059	1,302.64	
21 3230 1400 910 6210 618	PRINTING MUSICAL PROGRAMS		1,302.64
			Vendor Total: 1,302.64
MITT MUSIC	283371757	289.98	
21 0010 1400 950 7472 618	MUSIC STAND CART		289.98
			Vendor Total: 289.98

<u>Vendor Name</u>	<u>Invoice</u>	<u>Amount</u>		
<u>Account Number</u>	<u>Description</u>		<u>Amount</u>	
PROLASTIC BOOK FAIRS	W2780342BF	2,253.01		
21 2020 1400 950 7415 618	BOOK FAIR CHARGES		2,253.01	
			Vendor Total:	2,253.01
SCHOOL SPECIALTY LATTA DIV.	308100863168	166.17		
21 2020 1400 950 7404 618	MISC PAINTS ETC.		166.17	
			Vendor Total:	166.17
			Fund Total:	21,521.63
Checking Account: 3	Fund: 69 ENTERPRISE FUND			
HY VEE FOOD STORES	8076164	10.47		
69 3230 3200 000 9002 618	INSTRUCTIONAL SUPPLIES		10.47	
			Vendor Total:	10.47
			Fund Total:	10.47
			Checking Account Total:	21,532.10

Invoice Listing
FEBRUARY PREPAID CHECKS LISTING, 2011

PO Number	Invoice	Stat	Invoice Date	Due Date	Seq	Check Date	Check Number	1099 Amount	Amount
EMICIN ACADEMIC INNOVATIONS	IN0115400		PP 02/15/2011	02/28/2011	1	02/28/2011	1 160817	0.00	225.00
Account Number:	Description:		Amount:	Cost Center:	In Full:	Inventory:			
10 3230 2213 000 3227 330	REG FEES		225.00		Final	No			
AMERICANBE AMERICAN BEST VALUE	073004 02212011		PP 02/21/2011	02/28/2011	1	02/22/2011	3 22217	0.00	257.55
Account Number:	Description:		Amount:	Cost Center:	In Full:	Inventory:			
21 0010 1400 920 6845 580	LODGING		257.55		Final	No			
BAIER	BAIER, FRITZ		02212011	PP 02/21/2011	02/28/2011	1	02/28/2011	3 22248	55.00
Account Number:	Description:		Amount:	Cost Center:	In Full:	Inventory:			
21 0010 1400 920 6790 320	OFFICIAL		55.00		Final	No			
CASEYS2	CASEY'S		076981 02162011	PP 02/16/2011	02/28/2011	1	02/16/2011	1 160704	0.00
Account Number:	Description:		Amount:	Cost Center:	In Full:	Inventory:			
10 0010 2213 100 3376 580	BREAKFAST FOR INSERVICE		83.88		Final	No			
FIRSTBANKC FIRST BANKCARD			01122011	PP 01/12/2011	02/28/2011	1	02/14/2011	1 160701	0.00
Account Number:	Description:		Amount:	Cost Center:	In Full:	Inventory:			
10 0010 2310 000 0000 580	PLANE TICKET PHOENIX		290.90		Final	No			
IAGIRL	IA GIRLS H.S. ATHLETIC UNION		073002 02192011	PP 02/19/2011	02/28/2011	1	02/22/2011	3 22214	0.00
Account Number:	Description:		Amount:	Cost Center:	In Full:	Inventory:			
21 0010 1400 920 6600 619	REGIONAL TICKET SALES		1,830.00		Final	No			
IAGIRL	IA GIRLS H.S. ATHLETIC UNION		073001 02192011-1	PP 02/19/2011	02/28/2011	1	02/22/2011	3 22215	0.00
Account Number:	Description:		Amount:	Cost Center:	In Full:	Inventory:			
21 0010 1400 920 6600 619	REGIONAL BOWLING TICKETS		490.00		Final	No			
IOWAWRESTL IOWA WRESTLING COACHES & OFFICIALS ASSOC			073218 02142011	PP 02/14/2011	02/28/2011	1	02/15/2011	3 22213	0.00
Account Number:	Description:		Amount:	Cost Center:	In Full:	Inventory:			
21 0010 1400 920 6790 580	STATE WR PARKING FEES		89.00		Final	No			
JAZZEDUCAT JAZZ EDUCATORS OF IOWA			073188 02042011	PP 02/04/2011	02/28/2011	1	02/04/2011	3 22185	0.00
Account Number:	Description:		Amount:	Cost Center:	In Full:	Inventory:			
21 3230 1400 910 6220 320	AUDITION CHARGES		50.00		Final	No			
LIFETOUCH LIFETOUCH PUBLISHING			076676 8686011	PP 12/16/2010	02/28/2011	1	02/28/2011	3 22249	1,222.83
Account Number:	Description:		Amount:	Cost Center:	In Full:	Inventory:			
21 1901 1400 950 7415 618	YEARBOOK DEPOSIT		1,222.83		Final	No			
MELODY	MELODY HOUSE PUBLISHING CO		076674 02282011	PP 02/28/2011	02/28/2011	1	02/28/2011	3 22250	0.00
Account Number:	Description:		Amount:	Cost Center:	In Full:	Inventory:			
21 1901 1400 950 7410 618	ADMISSION CHARGES		750.00		Final	No			
METLIFE	MET LIFE		02242011	PP 02/24/2011	02/28/2011	1	02/24/2011	1 160816	0.00
Account Number:	Description:		Amount:	Cost Center:	In Full:	Inventory:			
10 0010 1000 100 8018 270	INSURANCE		97.32		Final	No			
MIDAM3	MIDAMERICAN ENERGY		02182011	PP 02/18/2011	02/28/2011	1	02/28/2011	1 160818	0.00
Account Number:	Description:		Amount:	Cost Center:	In Full:	Inventory:			
10 1914 2600 000 0000 622	KWH 15760		1,007.39		Final	No			
10 2020 2600 000 0000 622	KWH 23600		1,655.65		Final	No			
10 0030 2600 000 0000 622	KWH 480		54.88		Final	No			
10 0030 2600 000 0000 621	THERMS 415		315.44		Final	No			
10 1913 2600 000 0000 622	KWH 40200		2,734.71		Final	No			

Invoice Listing
FEBRUARY PREPAID CHECKS LISTING, 2011

PO Number	Invoice	Stat	Invoice Date	Due Date	Seq	Check Date	Check Number	1099 Amount	Amount
10 1913 2600 000 0000 622	KWH 1							2.53	Final No
10 3230 2600 000 0000 622	KWH 70200							3,694.96	Final No
10 0020 2600 000 0000 622	KWH 7408							613.36	Final No
10 0020 2600 000 0000 622	KWH 1							19.05	Final No
10 1911 2600 000 0000 621	THERMS 668							488.40	Final No
10 1912 2600 000 0000 622	KWH 16880							340.88	Final No
10 1912 2600 000 0000 621	THERMS 2236							1,561.66	Final No
10 3900 2600 000 0000 622	KWH 22200							1,310.11	Final No
10 3900 2600 000 0000 621	THERMS 2359							1,614.27	Final No
PARSCALE	PARSCALE, GERI		02252011	PP 02/25/2011 02/28/2011	1	02/28/2011	1 160819	78.30	78.30
Account Number:	Description:							Amount: Cost Center: In Full:	Inventory:
10 0010 2213 100 3376 580	TRAVEL REIMBURSEMENT							78.30	Final No
PETTYC	PETTY CASH		073217	02152011	PP 02/15/2011 02/28/2011	1	02/15/2011 3 22211	0.00	396.00
Account Number:	Description:							Amount: Cost Center: In Full:	Inventory:
21 0010 1400 920 6790 580	STATE MEAL MONEY							396.00	Final No
PETTYC	PETTY CASH		073215	02152011-1	PP 02/15/2011 02/28/2011	1	02/15/2011 3 22212	0.00	528.00
Account Number:	Description:							Amount: Cost Center: In Full:	Inventory:
21 0010 1400 920 6790 580	STATE MEAL MONEY							528.00	Final No
PETTYC	PETTY CASH		073003	02212011	PP 02/21/2011 02/28/2011	1	02/22/2011 3 22216	0.00	240.00
Account Number:	Description:							Amount: Cost Center: In Full:	Inventory:
21 0010 1400 920 6845 580	STATE BOWLING MEAL MONEY							240.00	Final No
TMA	POSTMASTER OF RED OAK		02142011	PP 02/14/2011 02/28/2011	1	02/14/2011	1 160702	0.00	185.00
Account Number:	Description:							Amount: Cost Center: In Full:	Inventory:
10 0010 2410 000 0000 531	BULK MAILING FEE							185.00	Final No
SEABUR	SEABURY & SMITH INC. IOWA FIDUCIARY		02182011	PP 02/18/2011 02/28/2011	1	02/15/2011	1 160703	0.00	7,964.85
Account Number:	Description:							Amount: Cost Center: In Full:	Inventory:
10 0010 1000 100 8018 270	MARCH INSURANCE							7,964.85	Final No
Report Total:								30,246.92	1,356.13

February 2011 RECONCILIATIONS

	GENERAL FUND	AMERICAN RECOVERY ACT (STIMULUS)	MANAGEMENT	PHYSICAL PLANT AND EQUIPMENT LEVY	DEBT SERVICE	CAPITAL PROJECTS
Beg. Balance	\$793,276.85	\$105,276.00	\$11,475.59	\$1,040,782.10	\$0.00	\$1,221,224.89
Revenue	\$891,899.92	\$0.00	\$21,546.55	\$83,398.25	\$0.00	\$59,123.79
Expenditure	\$964,998.88	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Balance	\$720,177.89	\$105,276.00	\$33,022.14	\$1,124,180.35	\$0.00	\$1,280,348.68

Checking Account .75%	Checking Account	\$3,464,043.04
	Outstanding Checks	\$201,037.98
		\$3,263,005.06

	ACTIVITY FUND	ENTERPRISE	NUTRITION FUND	FLEX FUND
Beg. Balance	\$219,969.12	\$13,296.48	\$371,542.31	\$15,507.27
Revenue	\$14,383.69	\$569.18	\$50,859.72	\$3,983.95
Expenditure	\$25,188.16	\$0.00	\$47,222.36	\$7,949.71
Balance	\$209,164.65	\$13,865.66	\$375,179.67	\$11,541.51

Checking Account .75%	\$243,308.55	\$398,620.63
Outstanding cks	\$20,278.24	\$23,440.96
Book Balance	\$223,030.31	\$375,179.67

All money has been repaid to ISCAP

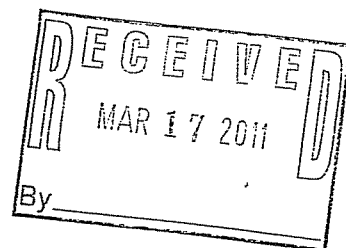
RED OAK COMMUNITY SCHOOL DISTRICT
EXPENDITURES/EXPENSES TO CERTIFIED BUDGET COMPARISON
FEBRUARY 2011

	GENERAL	MGMNT	PPEL	DEBT SERVICE	CAPITAL PROJECTS	ACTIVITY FUND	ENTERPRISE	NUTRTION	TOTAL USED	PUB BUDGET	% OF BUDGET	Amt left
INSTRUCTION	7,228,383.80	258,261.65	639.99			170,257.38			7,657,542.82	10,174,770.00	75.26%	2,517,227.18
SUPPORT SERVICES	3,184,777.56	98,441.54	376,428.00					731.36	3,660,378.46	4,259,217.00	85.94%	598,838.54
NON-INSTRUCTION		1,632.16					4,148.21	431,354.19	437,134.56	1,018,614.00	42.91%	581,479.44
FACILITIES ACQ & CONST			40,105.61						40,105.61	1,511,432.00	2.65%	1,471,326.39
DEBT SERVICE				375,628.79					375,628.79	805,763.00	46.62%	430,134.21
AEA FLOW THROUGH									0.00	533,152.00	0.00%	533,152.00
OPERATING TRANSFERS			370,540.90							805,763.00	0.00%	
TOTAL	10,413,161.36	358,335.35	787,714.50	375,628.79	0.00	170,257.38	4,148.21	432,085.55	12,170,790.24	19,108,711.00	63.69%	
PUBLISHED BUDGET	13,582,051.00	469,217.00	1,305,469.00	805,763.00	1,456,726.00	470,871.00	17,754.00	1,000,860.00	19,108,711.00			
% USED	76.67%	76.37%	60.34%	46.62%	0.00%	36.16%	23.36%	43.17%				

	General Fund	Management	PPEL	Debt Service	Capital Projects	Activity Fund	Enterprise	Nutrition
Estimated Revenue	13,569,941.00	471,100.00	505,239.00	375,629.00	705,000.00	228,632.00	10,000.00	592,200.00
To date Expense	10,413,161.36	358,335.35	787,714.50	375,628.79	0.00	170,257.38	4,148.21	432,085.55
	3,156,779.64	112,764.65	-282,475.50	0.21	705,000.00	58,374.62	5,851.79	160,114.45
		Bus Lease	295,504.00					
			13,028.50					

	Budget	Exp. to Date	Balance
Four Line Budget			
Instruction	10,174,770.00	7,657,542.82	2,517,227.18
Support Services	4,259,217.00	3,660,378.46	598,838.54
Non. Instr. Progr	1,018,614.00	437,134.56	581,479.44
Other Exp	2,850,347.00	415,734.40	2,434,612.60
	18,302,948.00	12,170,790.24	6,132,157.76

COPY



March 3, 2011

To whom it may concern,

Please consider this my resignation from volleyball for the 2011 school year. I have enjoyed my time with the volleyball program and have learned a lot. Working with the students and other faculty members has been a rewarding and enjoyable time. Thank you for the opportunity and support I have received in the past. I wish you best of luck in the up-coming years.

Sincerely,

A handwritten signature in cursive script that reads "Darrell Berry".

Darrell Berry

RECEIVED
FEB 24 2011

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

COPY

Student: _____

DOB: _____

Grade: _____

Student ID: _____

Wt: 1.72

Program: 1

Start Date: 1/17/2011

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 2010-2011 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 January 30.
- C. On or before June 15, 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 2010-2011 school year.

Signed: Paul H. [Signature]
Board President or Authorized Designee (Receiving Agency)

2/9/2011
Date

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

Date

Item 6.2.1 Maintenance & Operations Report and Planning

– Director Pete Wemhoff

[Board Goals Reference: District Goal for Fiscal Health: *Build on and enhance steps to gain greater financial health in the school district; District Goal for Big Ideas in the Next 24 Months: Long-range facilities planning and rationale*]

BACKGROUND INFORMATION: Director Pete Wemhoff is nearing his first year of managing the physical plant properties for Red Oak Schools. Compliments are extended to him and his staff for the work accomplished during the recent winter.

The Directors do have a subcommittee assigned to receive specific proposals for facility plant management and needs. This evening's report is designed to give the Directors an overview of physical plant needs and immediacy. In addition, Pete will manage a part of the May on-site equity visit that identifies all concerns affecting access and the Americans with Disabilities Act requirements. Very little is known about any past equity visits conducted in Red Oak Schools – meaning it may have never taken place or was so long ago, ADA needs were addressed in the architect's plans of school renovation.

This evening Pete will provide the requisite overview for all board members and then will return at a future meeting after detailed needs/costs have been reviewed by the Facilities & Operations Subcommittee (Fellers & Griffen).

Area I: Equipment Needs:

Outside Needs:	Replacement of old mower – 5 ft. deck
	Schedule replacement of the Gator utility vehicle
Indoor Needs:	Floor machines

Area II: Building Needs: (High School)

Replace glass doors/frames/parts – current 41 yrs

Complete roof analysis – scheduled with the district's insurance provider

Ductwork treatment – ROHS gym – condensation

Heating/AC coils – schedule of replace

Item 6.2.1 – continued

(Middle School)

Sidewalk renovation and completion

Crossway between main building and gym –
window replacement and energy conservation

Window solutions for the gym south side

(Webster)

Addition of a sidewalk to connect north side of the
building

Provide more space for the four-year old program
and management: partition offices of the
superintendent and business manager to provide
additional Title I space and mail room space; move
hallway eating tables into space found in the storage
room; consider asbestos abatement in carpeted
areas;

Abandon boiler heat on the west half of Webster –
use heat via current system

Consider notification systems for fire drills, tornado
drills, and intruder drills

(Other)

Service contracts for all HVAC systems
Playground improvements for Webster
Roof replacement at the storage building near the
football field

Area III: Equity / ADA:

Auto door openers for ROHS and the ROHS
Technology Annex

Other projects will be explained after the equity
visit in early May

SUGGESTED BOARD ACTION: The board should receive the Maintenance
& Operations report and defer for further consideration by the subcommittee for
building and operations.

Item 6.2.2 Transportation Report and Planning – Director Carlos Guerra

[Board Goals Reference: District Goal for Fiscal Health: *Build on and enhance steps to gain greater financial health in the school district; District Goal for Big Ideas in the Next 24 Months: Long-range facilities planning and rationale*]

BACKGROUND INFORMATION: One year ago Transportation Director Carlos Guerra developed a plan to modernize the bus fleet with a long-term plan to keep the district current with vehicle needs. The plan was scrutinized by the Facilities and Operations Subcommittee and then recommended to the Board.

As a result of that work, the district has seen much safer buses and has seen a significant change in the transportation budget. In the FY 2010, the total repair/maintenance costs for district buses was \$ 36,903.97. In the current school year, the repair and maintenance costs now total \$ 23,727.76 with two months of operations left.

This evening Carlos will:

- ⇒ Review the current auxiliary fleet (vans, suburbans) showing age, mileage, and current condition (rated poor, average, good)
- ⇒ Identify needs for both the short term and long term in Red Oak CSD

It is suggested that Carlos Guerra and Terry Schmidt confer with the board's subcommittee for transportation and return with a plan of implementation and a review of the budget assignment process.

SUGGESTED BOARD ACTION: (to be returned to the Directors)

Vans and Suburbans

As of Wednesday March 23, 2011

1. #12 – 1999 Dodge Van (7 passenger) 192,345 miles Activities Van **BAD**
2. #15 – 1995 Dodge Cargo Van 187,924 miles (None passenger) equipment and mail van only **BAD**
3. #17 – 2001 Dodge Caravan Sport 212407 (Last option van no out of town) **BAD**
4. #20 – 2000 Chevrolet Cargo Van (8 passenger) 174,053 Activities Van **Fair**
5. #22 – 2003 Ford Windstar Van 222,020 miles Activities Van **BAD**
6. #23 – 2005 Dodge Grand Caravan 217,251 miles Spe- Ed Route **Fair**
7. #24 – 2005 Chevrolet Suburban (8 passenger) 83,172 miles Activities Only **GOOD**
8. #25 – 1997 Chevrolet Suburban (8 passenger) 196,030 miles Spe- Ed Route **BAD**
9. #27 – 2006 Dodge Grand Caravan 110,924 miles Spe-ed Route **Good**

Bus/Van repair cost This Year

All Five New Buses \$1,570.30

3 spare buses, bus #14 Handicap bus, #6 Rt. Bus and #8 Activity Bus. \$12,859.80

Vans and Suburbans \$9,297.66

Life Cycle Plan 15-20 years.

Phase 1 New Vehicle- Activities only (Out of town trips)

Phase 2 Routes (spe-ed)

Phase 3 Local Only (until no longer cost effective)

Phase 4 Retire the vehicle, and then move vehicles' to next phase.

Wish List

1 Suburban (9 passenger)

1 Van (8 passenger)

1 Car (5 passengers or less)

Item 6.2.3 Food Service Department State Audit and Review of Department
Statistics – Director Sharon Foote

[Board Goals Reference: District Goal for Fiscal Health: Build on and enhance steps to gain greater financial health in the school district.]

BACKGROUND INFORMATION: The year 2010 – 2011 is a year the district has been (and will be) assessed/audited in many areas. Coming in May is the five-year accreditation; the rare, but required equity audit; and the standard business function audits.

The food service department recently completed one of its required performance audits. The report is enclosed for your review. Director Sharon Foote will provide a quick synopsis given strengths and weaknesses found in the report.

Additional reference materials have been assembled by the director with assistance from the Webster business office. Over the past few years the food service department has seen steady growth in its revenue streams while also experiencing increasing costs of producing a hot lunch program. Recent economic times have caused a minimal increase in labor costs as reflected in the overall financial picture. Because of healthy budget balances, the Board of Directors has been able to replace dated and worn out equipment as needed. This budget flexibility has caused less pressure on capital funds the physical plant and equipment levy fund. Sharon will quickly review the findings of labor costs as compared to schools in the Hawkeye 10 Conference. It is a concern that wages for cooks and management rank quite low in comparison to other school districts.

The food service department has seen growth in new programs and initiatives. Please allow Director Foote to review the following:

- The summer lunch program – changes, additions, and authorization for the summer of 2011
- Application effort to secure a fresh fruit and vegetable program for grades K- 5
- Update regarding the weekend food pack program

SUGGESTED BOARD ACTION: The Directors are asked to receive tonight's program report and use collected data at a later time as needed. The Directors are also asked to affirm the summer lunch program and to authorize a fruits/vegetable program for the 2011 -2012 school year contingent on grant funding approval.

National School Lunch Report

Red Oak Schools had their evaluation of the National School Lunch Program (NSLP) which was conducted on January 12-14, 2011.

The following findings and specific recommendations are a result of observations made during the visit.

Commendations:

1. Required records were well-organized and available for review.
2. The Hazard Analysis Critical Control Point (HACCP) food safety plan was adopted as required in 2006 and appears to be followed. The recipes that are being developed include critical control points.
3. Food Service Director Sharon Foote had entered all foods offered as ala carte selections in the Iowa Department of Education Nutrition Calculator to determine compliance with the HKA. There were only a few concerns about compliance as noted later in this letter.
4. The Pick a Better Snack nutrition education newsletter is included on the Red Oak School web site.
5. Fresh vegetables and/or fruits are offered daily to all students 4th grade and older.

Performance Standards 1 and 2

BENEFIT ISSUANCE

1. A copy of the Free and Reduced Price Policy Statement is approved, current, and maintained on the web. The statement was implemented as approved.

All free and reduced price meal applications were reviewed. All were approved for the appropriate benefit level. Two applications from other schools in the district were noted to have been temporarily approved, but follow-up was not completed in 45 days as required. **Rita Leinen, SFA, took steps to do this follow-up at the time of the review.**

3. The Direct Certification list had been downloaded monthly and all children on the list and other children in their households who are currently enrolled were receiving free benefits.

The verification process was completed by the November 15, 2010 deadline and the results entered online. **It was agreed that attendance at verification training is mandatory in 2011 to review procedures**

COUNTING AND CLAIMING PROCEDURES

The meal counting procedure used for all meals ensured an accurate count by eligibility, assured confidentiality of benefits and was done at the point of service.

MENU ITEMS/COMPONENTS

1. All of the lunches observed during the visit included the required meal components. All students must take 3 of the 5 components to be a reimbursed meal.

General Areas of Review

FOOD PRODUCTION AND SERVICE

1. Meal service is efficient and friendly
2. Daily production records are maintained for all meals, although they do not include the amounts left over.
3. Work has begun on recipe standardization. This is important to control quality and quantity of food available, to control food costs, and to help assure compliance with HACCP critical control points

CIVIL RIGHTS

Annual civil rights training was not documented. Civil rights training must be conducted and documentation sent with corrective action plan. Also describe how you will assure that civil rights training is provided annually to staff who deal directly with program applicants and participants.

- This was done by all cook's on Feb 22 2011

WELLNESS POLICY

- We need to update and put together a new wellness commodity
- Update our wellness plan

We were too high with sodium in our foods. We will review and rewrite our recipes for this. We will be using more frozen and fresh vegetables to cut down on sodium. Jan was pleased with the fresh fruits and vegetables that we offer everyday for 4-12 grades.

Jan Steffens had also suggested that we have too much dollars in our nutrition budget. We should only have up to 3 months operation expenses there.

Over all I feel that we had a great National School Lunch Program report.

Sharon Foote

SUMMER FOOD PROGRAM 2011

I would like to request to have the Summer Food Program in the Red Oak School District. The program would start May 31, 2011, and would end on July 29, 2011.

The primary location for the program would be Inman Primary School with a second location at Washington Intermediate School. I am requesting a total of 6 staff members.

Duties would include:

- 2 Cooks at Inman Primary School
- 1 Lunch Room Monitor at Inman
- 2 Cooks at Washington Intermediate School
- 1 Lunch Room Monitor at Washington

Due to the large number of request last summer for adult lunches, I would to make adult lunches available for a fee of \$2.50.

Thank You Sharon Foote

Summer Lunch Program/ Summer 2010

2/18/2011

Revenue: \$15,078.14

Expenses:

Drivers	
Salary/Benefit	267.02
Cooks	
Salary/Benefit	8210.51
Purchased Service	172.12
Water/Garbage/Ele	2238.75
Travel	494.84
Supplies	147.33
Food	3547.57
Total	15078.14

Difference \$0.00

Average of children a day 140

END OF YEAR BALANCES

CHILD NUTRITION

June 2003	\$98,953.84
June 2004	\$158,287.47
June 2005	\$217,311.98
June 2006	\$295,721.77
June 2007	\$331,000.09
June 2008	\$308,862.58
June 2009	\$343,469.91
June 2010	\$386,151.36

Please keep in mind that these totals also reflect the rising number of free and reduced children the district has. Each year these totals have gone up therefore we receive more dollars from the state.

**SFSP Permanent Agreement between the Sponsor and
The Bureau of Nutrition, Health and Transportation Services of the Iowa Department of Education**

Name and Mailing Address of Sponsor (Include ZIP code)	Agreement No.
--	---------------

In order to carry out the purpose of Section 13 of the National School Lunch Act, (42 U.S.C. 1751) as amended, and the regulations governing the Summer Food Service Program for Children issued thereunder 7 CFR Part 225, (hereinafter referred to as the "SFSP") the United States Department of Agriculture (hereinafter referred to as the "Department") and the Sponsor whose name and address appear above covenant and agree as follows:

THE SPONSOR:

Represents and warrants that it shall accept final administrative and financial responsibility for total program operations at all approved sites listed on FNS-80B in accordance with the responsibilities and requirements specified under 7 CFR Part 225.6(e).

HEREBY AGREES THAT it will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and all requirements imposed by the regulations of the Department of Agriculture (7 CFR Part 15), DOJ (28) CFR Parts 42 and 50) and FNS directives or regulations issued pursuant to that Act and the regulations, to the effect that, no person in the United States shall, on the ground of race, color, national origin, sex, age, or disability, be excluded from participation in, be denied the benefits of, or be otherwise subject to discrimination under any program or activity for which the Program applicant received Federal financial assistance from USDA; and hereby gives assurance that it will immediately take any measures necessary to fulfill this agreement."

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all Federal financial assistance, grants, and loans of Federal funds, reimbursable expenditures, grant, or donation of Federal property and interest in property, the detail of Federal personnel, the sale and lease of, and the permission to use Federal property or interest in such property or the furnishing of services without consideration or at a nominal consideration, or at a consideration that is reduced for the purpose of assisting the recipient, or in recognition of the public interest to be served by such sale, lease, or furnishing of services to the recipient, or any improvements made with Federal financial assistance extended to the Program applicant by USDA. This includes any Federal agreement, arrangement, or contract that has as one of its purposes the provision of cash assistance for the purchase of food, and cash assistance for purchase or rental of food service equipment or any other financial assistance extended in reliance on the representations and agreements made in this assurance."

"By accepting this assurance, the Program applicant agrees to compile data, maintain records, and submit reports as required, to permit effective enforcement of nondiscrimination laws and permit authorized USDA personnel during hours of program operation to review such records, books, and accounts as needed to ascertain compliance with the nondiscrimination laws. If there are any violations of this assurance, the Department of Agriculture, FNS, shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the Program applicant, its successors, transferees, and assignees as long as it receives assistance or retains possession of any assistance from USDA. The person or persons whose signatures appear below are authorized to sign this assurance on the behalf of the Program applicant."

THE DEPARTMENT:

Agrees to reimburse the Sponsor in connection with meals served in accordance with regulations under the SFSP to approved sites listed in FNS-80B during the period stated above. Shall terminate the Sponsor's participation in the SFSP by written notice whenever it is determined by the Department that the Sponsor has failed to comply with the rules of the SFSP. Shall inform the Sponsor of its right to request a review of decisions made by the Department, which affect the participation of the Sponsor in the SFSP or the Sponsor's claim for reimbursement.

THE SPONSOR AND THE DEPARTMENT MUTUALLY AGREE:

To comply with and meet all responsibilities and requirements set forth in 7 CFR Part 225, SFSP regulations.

I certify that the sites listed on FNS-80B have been visited and that the information on this form and subsequent attachments is true and correct to the best of my knowledge. I understand that this information is being given in connection with the receipt of Federal funds; and that deliberate misrepresentation may subject me to prosecution under applicable State and Federal criminal statutes. If a Government Sponsor, I CERTIFY that the SFSP is directly operated at all sites.

DATE	Name and Title of Authorized Sponsor Representative	Signature of Authorized Sponsor
DATE	Name and Title of Iowa Department of Education (DE) Official	Signature of DE Official
	Carrie Scheidel, Consultant	

I have filled out and met the deadline for the application for the Fresh Fruit and Vegetable Program for the school year 2011-2012. Inman Primary came in at a percentage of 65% for free and reduced children. I hope to hear back from the Iowa Department of Education Nutrition Program on April 15, 2011.

- If received, we will need 1 person for 2 to 3 hours a day to prepare.

Sharon Foote

District	Food Service	Years of Service	Head Cook	Years of Service	Cooks	Benefits
Harlan	\$21,931.00	5yrs			\$8.93 \$9.81	All nutrition gets 2 personal days, 10-17 sick days depending on longevity, and 5 holidays. We have no nutrition employees receiving insurance benefits.
Red Oak	\$24,007.00	14yrs	\$14,914.00	6yrs	\$7.80 \$10.43	Anyone who works over 20 hours per week receives Single health & dental LTD, Life, AD&D (\$7033/yr) 2 personal days, 15 sick days, 8 emergency days-Supervisor gets 5 days vacation
Carol/Kemper	\$28,000.00	15yrs.	\$15,000.00		\$8.37 \$9.85	All full time employes have Insurance
Clarinda	\$35,904.00	19yrs	\$15,750.00		\$10.00 \$12.50	Head cook only gets \$575/per month towards insurance, all others 15 sick days, 2 personal days, leave prorated per time worked
Denison	\$38,584.00	20yrs	\$13.81 Hr.		\$10.50 \$13.81	2 personal days; 15 sick days; 5 paid holidays for cooks; Manager receives Single Health & Dental as well
Shenandoah	\$40,000.00	10yrs	\$13.11 Hr.		\$10.40 \$14.00	Food Service Director is 200 days, and two full time cooks get single paid insurance
Creston	\$40,680.00	4yrs	\$12.93Hr.		\$9.66 \$11.26	
Glenwood	\$46,410.79	4yrs	\$17.14 Hr	18yrs	\$9.58 \$10.57	Leave: 1 personal; 15 sick; 3 holidays; 4 funeral. Full Insurance
			\$11.50	3yrs		
Lewis Central	\$50,000.00	20yrs	19,292.00		\$11.65 \$12.40	All employees receive life ins., 2 personal days, & 10 sick days. Employees who work 40 hours per week received LTD, single health & Dental.
Alantic	\$52,700.00	3yrs.	\$23,220.00		\$10.00 \$12.37	12-month employees have single health paid + \$50/mo toward family ins or and LTD coverage; 10 days vacation, plus the following. All other employees get 15 sick days/yr(max 90); 2 personal days; 7 family illness days, 5 bereavement days; may participate in sick leave bank (max 10 days).

Item 6.2.4 E-Rate Program Proposal, Bandwidth Study, and Recommendations
- Director of Technology Bob Deter and E-Rate Clerk Jeanice Lester

[Board Goals Reference: District Goal for Fiscal Health: Build on and enhance steps to gain greater financial health in the school district and District Goal for Big Ideas in the Next 24 Months: Technology]

BACKGROUND INFORMATION: Nearly four years ago the Board of Directors wisely determined the use of technology for teaching, learning, and management would continue to be stagnant without a new “infrastructure”. A significant amount of money was given to rebuilding the network and connectivity throughout ROCSD. At the same time, a greater emphasis and fidelity was given to the use of the E-Rate Program.

What is the E-Rate Program for Red Oak?

The program provides discounts to assist most schools to obtain affordable telecommunications and Internet access. It is one of four support programs funded through a Universal Service fee charged to companies that provide interstate and/or international telecommunications services.

The Schools and Libraries Program supports connectivity - the conduit or pipeline for communications using telecommunications services and/or the Internet. Funding is requested under four categories of service: telecommunications services, Internet access, internal connections, and basic maintenance of internal connections. Discounts for support depend on the level of poverty and the urban/rural status of the population served and range from 20% to 90% of the costs of eligible services. In Red Oak the discount for services this coming year will reach 77 %.

District Accounting Clerk Jeanice Lester began working closely with E-Rate three years ago creating a significant increase in the amount of discounted technology that so many have come to expect without question. Jeanice is present this evening to assist Director of Technology Bob Deter in a quick overview of the new E-Rate program for FY 12. As a result of much investigation, the Red Oak Schools will be able to substantially increase its “pipeline” capacity for Internet use; will be able to finally access all telephone equipment features that currently are “idle” due to old, outdated central office switching equipment provided by Quest; and will be able to bundle all telephone services with one company. Please allow a short report concerning this development.

In a related topic, the Board of Directors will recall authorizing a significant amount of technology – most notably an expensive and full functioning school database system called *Infinite Campus* – through the use of Microsoft Anti-Trust Settlement Funds. With the completion of all required documentation, “vouchers” have now been submitted in an amount of \$130,000 +. Thank you to all ROCSD staffers who have done their part to ensure the district spends its dollars wisely to benefit all schools. Bob Deter and Jeanice Lester may want to provide additional comments as needed.

Item 6.2.4 – continued

Enclosed this evening are the E-Rate approved documents for technology access in the fiscal year. Please note the E-Rate Program allows multiple year contracts to lock-in and ensure the best prices for requested services. Even though there were several companies proposing acceptable bids to improve network bandwidth; Internet, and phone services; the proposal by Mediacom was found to be the best and most acceptable.

SUGGESTED BOARD ACTION: It is recommended the Directors approve the E-Rate Program for FY 12 as presented and to approve a long-term contract with Mediacom for bundled, discounted services.

ERATE

2006-07 (72%) * \$6,234.00 - \$4,488.48 (dial up internet). District share = \$1,745.52.

2007-08 (74%) * \$17,217.08 - \$12,740.64 (phone service, long distance, dial up internet). District share = \$4,474.44.

2008-09 (74%) * \$76,307.76 - \$56,467.74 (T-1 line, cell phones, long distance, internet, website). District share = \$19,840.02.

2009-10 (75%) * \$95,206.92 - \$71,405.19 (T-1 line, cell phones, long distance, internet, website, transmitter line). District share = \$23,801.73.

2010-11 (75%) * \$99,870.60 - \$74,902.95 (T-1 line, cell phones, long distance, internet, website, transmitter line, VOIP service, wireless remote data device). District share = \$24,967.65.

2011-12 (77%) * \$100,350.68 - 77,280.02 (T-1 line for phone service –no delay and no unavailable, cell phones, long distance, internet, website hosting, transmitter line, VOIP service, wireless remote data device) We are going to 1gb between buildings, 50mb for internet. Mediacom will have our internet, T-1 line, long distance phone service and regular phone lines. SOCS for website hosting. US Cellular for our cell phones/smart phones and wireless device. Qwest for our transmitter line for the 2 way radios. District share = \$23,080.66. Less district money for much more service.



Transparent LAN Service (TLS) NETWORK SERVICES AGREEMENT

This TLS Network Services Agreement (the "Agreement") is entered into by and between MCC Telephony of Iowa, LLC 100 Crystal Run Road, Middletown, NY 10941 ("Mediacom") and Red Oak Schools 2011 North 8th. St., Red Oak, IA 51566 ("Customer").

SERVICES: Pursuant to the terms of the Agreement and subject to the terms of the TLS Network Services Agreement General Terms (attached as Exhibit A to the Agreement) (the "General Terms"), Mediacom agrees to provide, and Customer agrees to purchase, for the Service Term specified below, a transparent local area network service, consisting of point-to-point data connections between specified points of interconnection (each, a "Demarcation Point"), to be located at specified physical locations (each, a "Termination Location") at Customer's designated service locations (each, a "Service Location"), and certain Mediacom equipment to be installed at each Termination Location to establish the applicable Demarcation Point (collectively with any other related services described herein, the "Services").

- SERVICE LOCATIONS: 2011 North 8th. St., Red Oak, IA 51566 (main site)
1101 North 3rd Street, Red Oak, IA 51566 (secondary site)
308 Corning Street, Red Oak, IA 51566 (secondary site)
900 Inman Drive, Red Oak, IA 51566 (secondary site)
904 Broad Street, Red Oak, IA 51566 (secondary site)
400 West Second, Red Oak, IA 51566 (secondary site)

TERMINATION LOCATIONS: server room at school site

DEMARCATIION POINTS: Mediacom's equipment at each Termination Location.

BANDWIDTH: FIBER 5 GBPS (5 GBPS AT MAIN SITE AND 1 GBPS AT 5 SITES)

FEES AND CHARGES: Customer agrees to pay the following fees and charges (collectively, the "Fees") for the Services:

Table with 2 columns: Fee Name, Amount. Installation Fee: \$0.00; Monthly Service Fee: \$4,500.00 (\$750.00 per site)

The Installation Fee is payable upon Customer's execution of this Agreement. Monthly Service Fees (including any pro-rated amounts thereof), as may be adjusted pursuant to the General Terms, are payable upon receipt of, and pursuant to the terms of, the applicable invoice. Billing of Monthly Service Fee invoices will commence when Mediacom determines that it has established connectivity between the Demarcation Points (the "Turn-Up Date").

SERVICE TERM: Unless earlier terminated pursuant to Section 6 of the General Terms, the initial term of the Agreement shall commence on the Effective Date and end 60 months following the Turn-Up Date (the "Initial Term"). The Agreement will automatically renew for successive one (1) month terms (each, a "Successive Term", and all such Successive Terms and the Initial Term collectively, the "Service Term") upon the expiration of the Initial Term or any Successive Term, unless earlier terminated or either party notifies the other in writing at least 30 days prior to the end of the then-current term that it does not wish to renew.

ESTIMATED AVAILABILITY DATE: Mediacom estimates it will first make the Services available to the Customer July 1st, 2011 (the "Estimated Availability Date").

By its signature below, each party acknowledges that it has read the Agreement, and the General Terms, each of which is expressly incorporated by reference into the Agreement, and agrees to be bound by the terms thereof, effective as of 3/18/2011 (the "Effective Date").

MCC Telephony of Iowa, LLC

Red Oak Schools: [Insert full legal name on line below]

Signature: _____

Signature: _____

Printed Name: Charles J. Bartolotta

Printed Name: _____

Title: Senior Vice President, Enterprise Solutions

Title: _____

Date: _____

Date: _____

Notice Address: Mediacom Enterprise Solutions, 100 Crystal Run Road, Middletown, New York 10941, Attention: Jennifer LeMin

Notice Address: _____
Attention: _____

Telephone: (845) 695-6368 Fax (845) 695-2719 NY01:180742.2

Telephone: _____ Fax: _____ (8/10) Contract #: MC-86985

TLS Network Services Agreement – General Terms

Unless the context otherwise requires, any reference herein to the "Agreement" shall be deemed to include these General Terms.

1. **Provision of the Services.** (a) Subject to the terms of the Agreement and subject to the performance by Customer of its responsibilities thereunder, Mediacom shall provide to Customer during the Service Term those Services described in the Agreement, and Mediacom's responsibilities are expressly limited to the provision of such Services.

(b) Customer will be responsible for all use and compatibility issues relating to the Services beyond the Demarcation Points.

(c) If Mediacom becomes aware that the Turn-Up Date will be delayed beyond the Estimated Availability Date, Mediacom shall notify Customer of the new Estimated Availability Date. The failure of the Turn-Up Date to occur by any Estimated Availability Date, or at all, shall not be a breach of the Agreement. If, for any reason other than the acts or omissions of Customer, the Turn-Up Date does not occur within one hundred (100) days after the date on which Mediacom executes the Agreement, Customer's sole right and remedy shall be to terminate the Agreement by written notice to Mediacom given not later than five (5) business days after the expiration of such one hundred (100) day period, upon receipt of which notice Mediacom will refund the Installation Fee to Customer.

(d) In providing and performing the Services, Mediacom shall use commercially reasonable efforts to observe the normal standards of performance within the telecommunications industry in the relevant market.

2. **Fees and Charges.** (a) All Fees will be billed via invoice and payment of such Fees will be due in advance, prior to the provision of the applicable Services. Customer agrees to pay Mediacom all Fees by the due date specified in the applicable invoice, without offset or reduction. In addition, Customer promises to pay, or reimburse Mediacom for its payment of, any applicable federal, state and local taxes, copyright fees, FCC fees, franchise fees or pass-throughs and other governmental charges or pass-throughs from time to time levied upon or in connection with the Services or otherwise related to the performance of the Agreement, any and all of which may be added to invoices rendered under the Agreement.

(b) During any Successive Term, the Fees are subject to adjustment and increase, at the sole discretion of Mediacom, upon thirty (30) days prior written notice to Customer.

(c) In the event that Customer fails to pay any Fees invoiced by Mediacom (i) within thirty (30) days following the due date specified in the applicable invoice, such unpaid Fees shall bear interest at an amount equal to the lesser of (x) 6% per annum and (y) the maximum amount permitted by law, and (ii) within sixty (60) days following the due date specified in the applicable invoice, Mediacom shall have the right to suspend performance of the Services. Mediacom will use reasonable efforts to provide Customer with notice of its intent to suspend the Services, provided however no failure of Mediacom to provide such notice will be deemed a bar to suspension or a breach of the Agreement by Mediacom. Customer shall reimburse Mediacom for all expenses (including reasonable attorney's fees) incurred by Mediacom in collecting past due amounts.

3. **Tariffed Services.** Provision of the Services may be subject to tariffs filed with certain state regulatory agencies having jurisdiction over the Services or the Federal Communications Commission ("**Tariffed Services**"). Tariffed

NY01:180742.2

Services shall be provided in accordance with the provisions of any applicable tariff, which provisions are incorporated herein by reference. In the event that the Fees, rates, terms and conditions set forth in the Agreement applicable to any Tariffed Service conflict at any time with those set forth in the applicable tariff, the rates, terms and conditions of the applicable tariff shall control. Mediacom shall notify Customer in writing in a timely manner of the conversion, at Mediacom's discretion and in Mediacom's sole judgment, of an untariffed Service to a Tariffed Service or of the modification of the terms of an applicable tariff.

4. **Equipment; the Service Location.** (a) Mediacom will be responsible for the installation of all equipment and materials required, in Mediacom's sole opinion, to provide the Services (collectively, the "**Equipment**"). Mediacom may modify, replace or remove any Equipment at any time during the Service Term. All Equipment will remain the sole property of, and all title thereto will remain with, Mediacom.

(b) Customer agrees to provide adequate secured space in each Service Location for the Equipment and adequate electrical power, climate control and protection against fire, theft, vandalism and casualty. Customer will insure that (i) non-Mediacom-supplied wiring, equipment and other items in the Service Locations are adequate, compatible and safe for use with the Equipment, and (ii) the Equipment is not moved or tampered with by any person not authorized by Mediacom to do so. If any of the Equipment is destroyed, stolen or damaged in any way, Customer will pay Mediacom an amount equal to the value of the required repairs, if damaged, or the value of the applicable Equipment, if destroyed or stolen.

(c) Customer will provide Mediacom all necessary or desirable access at all reasonable times to each Service Location, and will provide reasonable access to each Service Location to allow Mediacom to remove the Equipment within sixty (60) days after termination of the Agreement.

(d) Customer will obtain all rights-of-entry, rights-of-way, easements, licenses, approvals, consents, authorizations, and permits necessary (ii) to permit Mediacom access to each Service Location, (ii) to allow the provision of the Services and/or (iii) to allow installation of the Equipment and establishment of the Demarcation Points, in each case pursuant to reasonably satisfactory and acceptable arrangements with the Customer, or the agency, authority, entity or other person having control or jurisdiction over or owning, the applicable property (collectively, "**Permits**"), when such Permits (x) relate to property owned, leased or controlled by Customer or (y) are reasonably requested by Mediacom to be obtained by Customer ("**Requested Permits**"). With respect to Requested Permits, Customer acknowledges that (i) the applicable Mediacom request may come as a result of Customer's superior, or more appropriate, relationship with the entity potentially granting the Requested Permit and (ii) such requests are reasonable. Upon request by Mediacom, Customer will provide copies of all such Permits to Mediacom as soon as reasonably practicable. If the costs of construction, installation of Equipment or, when applicable, repair to or restoration of any property disturbed or damaged by such construction or installation are in excess of those customary and reasonable for similar work because of peculiar or unexpected site conditions or requirements of

Customer or any controlling agency, authority or other person, Customer will reimburse Mediacom for such excess costs.

(e) Mediacom's representatives shall have the right to inspect each Service Location prior to the installation of the Equipment. From the date of execution of the Agreement until Mediacom retrieves all Equipment pursuant to Section 4(c), Customer shall provide Mediacom, upon request, with sufficient data to assist Mediacom in evaluating conditions at the Service Locations (including the presence of hazardous materials). Customer is responsible for removing and disposing of hazardous materials, including asbestos, prior to the installation of the Equipment.

5. **Customer Cooperation.** Customer shall cooperate, and cause its agents, representatives, contractors, suppliers, landlords and licensors to cooperate, expeditiously and in good faith with Mediacom to enable the Services to be provided, the Equipment be installed and the Demarcation Points be established without delay.

6. **Termination.** (a) Either party may terminate the Agreement upon thirty (30) days written notice to the other party if such other party materially breaches or violates any term or provision of the Agreement.

(b) In addition to its termination rights under any other provision of the Agreement, Mediacom may immediately terminate the Agreement without any liability if:

(i) all or any significant portion of the Mediacom's facilities and networks (the "**Mediacom Network**") is taken for any public or quasi-public purpose by any lawful power or authority by the exercise of the right of condemnation or eminent domain,

(ii) Mediacom determines in good faith that Customer's use of the Services is interfering unreasonably with the operation of the Mediacom Network,

(iii) Mediacom determines in good faith that the condition of any of the Service Locations or the Termination Locations has become insecure, hazardous or otherwise unsuitable for storage of the Equipment or provision of the Services;

(iv) Mediacom sells, disposes of, or otherwise transfers, in one or a series of transactions, substantially all the assets used to provide the Services to Customer, or

(v) Mediacom determines that the capacity or connectivity on the Mediacom Network used in connection with the provision of the Services is, or is likely to become, needed for another purpose or detrimental to the provision of services provided to other Mediacom customers by any Mediacom system or network.

(c) At any time when Mediacom is entitled to terminate the Agreement under Section 6(b), then Mediacom may, at its sole discretion and without prior notice, suspend the provision of any and/or all Services without liability on the part of Mediacom or any requirement to allow any credit for a **Unscheduled Interruption** and without prejudice to Mediacom's discretion to subsequently exercise the applicable termination right.

(d) Mediacom will use commercially reasonable efforts to provide Customer with notice of any such termination or suspension within a reasonable amount of time, provided however that the timing of such notice will not affect the timing of such termination.

7. **Effects of Termination.** Upon the termination of the Agreement, all rights and obligations of each party under the Agreement (including Mediacom's obligation to provide any Services) shall immediately cease, except that:

(i) any rights or remedies arising out of a breach or violation of any terms of the Agreement, whether known or unknown, shall survive any expiration or termination of the Agreement for the applicable statute of limitations period or, if shorter, the period specified herein, subject to any applicable limitation or exclusion or rights or remedies or liability contained in the Agreement;

(ii) the provisions of the Agreement which state that they survive or which, by their nature, reasonably would be expected to be intended to survive expiration or termination (including any provisions relating to payment of Fees, disclaimers, limitations or exclusions of warranties and liability, confidentiality or indemnification) shall survive indefinitely; and

(iii) Mediacom may immediately invoice Customer for all accrued Fees, and Customer shall pay the invoiced amount immediately upon receipt of such invoice.

8. **Service Interruptions.** (a) Mediacom will use commercially reasonable efforts in keeping with industry standards to ensure that the Services are available to Customer twenty four (24) hours a day, seven (7) days a week. Customer acknowledges and agrees, however, that availability of the Services may be interrupted from time to time, including during periods of routine maintenance of the Mediacom Network or the Equipment (each such interruption, a "**Scheduled Interruption**"), and that no Scheduled Interruption, regardless of cause or reason, shall constitute a breach of the Agreement or a failure by Mediacom to perform its obligations under the Agreement or result in any right or remedy on the part of Customer other than the right to receive credits as provided in this Section 8. Mediacom will use commercially reasonable efforts to provide Customer with advance notice of any known or anticipated Scheduled Interruption.

(b) In the event of a complete loss of the Services which (i) is not a Scheduled Interruption, (ii) lasts more than four (4) consecutive hours, (iii) is not caused by Customer or any third party not under the control of Mediacom, (iv) does not occur as result of equipment or connections that Mediacom does not provide, (v) is not the result of a fiber cut or a Force Majeure Event (as defined below) and (vi) is reported to Mediacom within twenty four (24) hours after the commencement of such interruption (each such interruption, an "**Unscheduled Interruption**"), Customer will be entitled, for each **Unscheduled Interruption**, to request a billing credit, to be applied to the next monthly invoice issued to Customer, equal to the applicable pro-rata portion of the Monthly Service Fee affected by the **Unscheduled Interruption**, as calculated by Mediacom, against the following month's Monthly Service Fees (each credit, a "**Service Credit**"). No Service Credit or other credit will be provided for any scheduled interruption. Service Credits shall be customer's sole and exclusive right and remedy for Mediacom's failure to provide the Services.

(c) Service credits for **Unscheduled Interruptions** shall be calculated as follows: the Monthly Service Fee divided by 30 days (average days in one month) equals the average daily rate, which is then divided by 24 hours in one day to arrive at the Average Service Hour Rate.

(d) Mediacom shall monitor the Services twenty-four (24) hours a day, seven (7) days a week. Mediacom shall provide

Customer with a toll free telephone number the Customer may call to report Unscheduled Interruptions. If necessary, in Mediacom's sole opinion, Mediacom will conduct an on-site investigation of the Equipment or any Service Location, Termination Location or Service Interruption and will use commercially reasonable efforts to remedy any disruption in the Services.

9. **Conditions to Mediacom's Obligations.** Any obligation of Mediacom under the Agreement, including any obligation to provide any Service, is subject to:

- (i) the due and punctual performance and satisfaction by Customer of each of its covenants, agreements, obligations, commitments and responsibilities; and
- (ii) the receipt and continuation in effect throughout the Service Term of all Permits.

In the event any Permit is not granted or is not continued during the Term, the parties shall negotiate promptly and in good faith such revisions to the Agreement as may reasonably be required to obtain such Permit, but if they are unable to agree within sixty (60) days after such negotiations begin, either party may terminate the Agreement by written notice to the other. In the event of any effective legislative action or any effective regulatory or judicial order, rule, regulation, arbitration award or other legal action that makes the performance of the Agreement illegal, requires any additional Permit or otherwise materially affects either party's performance or significantly increases its costs of performance, either party may, by providing written notice to the other party, require that the affected provisions of the Agreement be renegotiated in good faith, but if the parties are unable to agree within sixty (60) days after such negotiations begin, the affected party may terminate the Agreement by written notice to the other party.

10. **Disclaimer of Warranties.** The Services are provided at the Customer's sole risk on an "as is" and "as available" basis, with no guarantee concerning performance or any other aspect of the Services. Mediacom has not made, and in rendering Services, neither Mediacom nor any of its affiliates or subcontractors shall be deemed to make, any representation or warranty of any nature whatsoever, whether express, implied, statutory or other, and Mediacom expressly disclaims all such representations or warranties, including any implied warranty of merchantability, fitness for a particular purpose, title or non-infringement, that the Services will operate in an uninterrupted fashion, that any communication, data or file sent by or sought to be accessed by Customer or any user will be transmitted or received successfully, at any particular speed, within any period of time, without interruption or in uncorrupted form, or resulting from course of dealing or course of performance. Specifically, Mediacom makes no representation that the Services will be compatible with any of Customer's networks, systems, facilities or equipment. No oral or written specification, advice, service description, quality characterization or other information or statement given or made outside of the Agreement by Mediacom or any of its affiliates, employees, agents, subcontractors, licensors or suppliers shall create a representation or warranty or expand or otherwise affect the express warranties, if any, set forth herein.

11. **Bandwidth.** Mediacom will use commercially reasonable efforts, and reasonably expects, to provide the Services at the bandwidth noted in the Agreement. Customer acknowledges that during provision of the Services, actual performance speed is dependent upon a number of factors, some of which are out of

the control of Mediacom. Mediacom is not responsible for the effect of such factors on actual performance speed.

12. **Limitations on Liability.** (a) Customer acknowledges and agrees that all obligations and liabilities of Mediacom pursuant to or arising out of the Agreement, including the Services, are solely obligations of Mediacom as a limited liability company.

(b) Customer covenants and agrees that Mediacom, each of Mediacom's affiliates, contractors, subcontractor, licensors and suppliers, each partner, stockholder, member director, officer, employee, agent or representative of any of the foregoing and each successor and assignee of the any of the foregoing (the "**Mediacom Parties**") shall not have any liability (whether direct or indirect, in contract or tort or otherwise) to Customer or any other person for any damages, losses, liabilities, fines, penalties, settlement payments, indemnification and contribution payments, costs and expenses, including attorneys' fees and disbursements and costs and expenses of investigation, defense and settlement of any claim or appeal of decisions or judgments rendered therein or with respect thereto ("**Losses**") arising out of or in connection with the Agreement, except for such liability for such Losses directly caused by Mediacom's gross negligence or willful misconduct, which liability will be subject to the limitations set forth herein.

(c) Customer agrees that none of the Mediacom Parties shall be liable to Customer, or any other person for any indirect, incidental, consequential, reliance, special, exemplary or punitive damages or for any other damages (however denominated) for or based on or measured by harm to business, lost revenues, lost savings, loss of or on any investment, lost profits, loss of opportunity, loss of use, loss of data, loss of goodwill, costs of replacement goods or services, property damage, losses or liabilities that are a consequence of destruction or alteration of data, introduction of viruses, hacking, cracking or breaches of security, claims of users or other indirect or consequential loss; harm or damages arising out of or in connection with the Agreement.

(d) The aggregate liability of all Mediacom Parties with respect to the subject matter of the Agreement shall not exceed an amount equal to twice the Monthly Service Fee.

(e) Customer agrees that regardless of any statute or other law to the contrary, Customer must file any claim or cause of action arising out of or related to the Agreement or the Services (except with respect to billing disputes which are subject to the shorter time limitation set forth elsewhere in the Agreement) within one (1) year after such claim or cause of action arose, or such claim or cause of action shall be forever barred. Except as otherwise stated in the Agreement, any claim of any nature against Mediacom shall be deemed conclusively to have been waived unless presented in writing to Mediacom within thirty (30) days after the date of the occurrence that gave rise to the claim.

(f) Each of the disclaimers and exclusions of and limitations on liability or damages contained in the Agreement shall independently apply regardless of (i) the form of action (including any action in contract or based on warranty, negligence, tort, strict liability or statute), (ii) any claim or finding that any breach of or default under the Agreement was total or fundamental, (iii) the type of damages, (iv) any claim or finding with respect to the adequacy, failure, purpose or sufficiency of any remedy provided for under the Agreement and (v) whether a person was informed or aware of, or otherwise could have anticipated the possibility of, such damages or liability.

(g) Customer understands and irrevocably accepts the limitations on liability contained in this section, and Customer acknowledges and agrees that but for such provisions, Mediacom would not offer or provide the Services or would require Customer to pay additional Fees.

(h) Each of the foregoing limitations contained in this Section 12(h) will apply regardless of form of action, any claim that breach of this Agreement or Mediacom's obligations was total or fundamental, the type of damages or any finding with respect to the adequacy, sufficiency or nature of the remedies contained herein, (ii) will apply to the maximum extent permitted by law and (iii) will survive the unenforceability of any other provision contained herein purporting to exclude or limit damages or liability.

13. **Indemnification.** Customer agrees to indemnify, defend and hold harmless Mediacom from and against all Losses incurred by or awarded against Mediacom arising out of or in connection with (i) any breach by Customer of the terms of the Agreement or Customer's obligations, covenants, representations or warranties contained therein, (ii) the operation or conduct of Customer's business or (iii) Customer's use of the Services, in each case except as such Losses were caused by the gross negligence or willful misconduct of Mediacom. Customer's indemnification obligations will survive the expiration or termination of the Agreement.

14. **Jurisdictional Nature of Services.** Mediacom and Customer agree and acknowledge that the Services are jurisdictionally intrastate in nature. Accordingly, Customer represents and warrants that less than ten percent (10%) of any communications traffic delivered over the Services will at all times throughout the Service Term be interstate traffic.

15. **Customer Use.** Customer agrees not to resell or redistribute access to any of the Services or Equipment, or any part thereof, in any manner without the express prior written consent of Mediacom. Except with respect to actions taken for the limited purpose of accessing and using the Services, Customer agrees not to interfere with the use or operation of the Equipment or the Mediacom Network in any way.

16. **Waivers.** (a) To the fullest extent permitted by applicable law, Customer waives the application of all existing and future laws or provisions of any state constitution that otherwise would limit the enforceability or efficacy of (i) the disclaimers and exclusions of and limitations on liability or damages contained in the Agreement or (ii) Customer's indemnification obligations. If any of the disclaimers, exclusions or limitations or exclusions contained herein may not be enforced under applicable law of provisions of any state constitution, even though the express provisions hereof provide for it and the parties intend for it to be enforced, then in such jurisdiction the liability of the Mediacom Parties collectively and individually for any and all causes of action and claims shall be limited, on an aggregate and cumulative basis, to the smallest amount permitted by applicable law.

(b) The parties specifically waive any right to trial by jury in any court with respect to any contractual, tortious, or statutory claim, counterclaim, or cross-claim against the other arising out of or connected in any way to the Agreement, because the parties hereto, both of whom are represented by counsel, believe that the complex commercial and professional aspects of their dealings with one another make a jury determination neither desirable nor appropriate.

(c) If Customer is a government or governmental subdivision, agency or authority or is otherwise entitled to sovereign

immunity, Customer hereby waives to fullest extent permitted by applicable law, any immunity that it may have against claims, actions, suits or proceedings that directly or indirectly arises out of or relates to the Agreement, whether based on contract, tort or any other theory. Customer acknowledges that such waiver has constituted a material inducement for Mediacom to enter into the Agreement.

17. **Force Majeure.** Mediacom will not be liable for any loss, damage, delay or failure of performance resulting directly or indirectly from any cause, event or circumstance which is beyond our reasonable control, including without limitation acts of God, government restrictions or actions, war, terrorism, epidemics, insurrection, sabotage, adverse weather conditions or adverse labor conditions or actions. If any such event causes an increase in the time necessary for Mediacom's performance under the Agreement, Mediacom shall be entitled to an equitable extension of time for such performance equal to at least one (1) day for each day of delay resulting from such event.

18. **Independent Contractors; No Agency or Intellectual Property Licenses.** The parties are independent contractors. Neither the Agreement nor any course of dealing creates or shall create any relationship of partnership, joint venture, employment, franchise or agency between the parties. Neither party has or shall have the right, power or authority to act for or on behalf of or assume, create or incur any liability or any obligation of any kind, expressed or implied, binding upon the other party. Customer acknowledges that the Agreement is nonexclusive and that Mediacom may contract with others to provide services work of the same or similar type as provided to Customer under the Agreement. No license under patents or other intellectual property rights is granted by either party or shall be implied or arise by estoppel in connection with the subject matter of the Agreement.

19. **Assignability.** Customer may not assign or delegate the Agreement or any of its rights or obligations hereunder, in whole or in part, without the prior written consent of Mediacom, which will not be unreasonably withheld. Mediacom may freely assign the Agreement and may contract with subcontractors for the performance of any maintenance, repair or other services contemplated by the Agreement, including unaffiliated contractors. The Agreement shall be binding upon and inure to the benefit of the parties and their respective successors, heirs, legal representatives and permitted assigns.

20. **Severability.** If any provision of the Agreement or its application to any person or circumstance is held by a court with jurisdiction to be invalid or unenforceable, the remaining provisions, or the application of such provision to other persons or circumstances, shall remain in full force and effect. Such court may substitute therefore a suitable and equitable provision to carry out, so far as may be valid and enforceable, the intent and purpose of the invalid or unenforceable provision and, if such court shall not do so, the parties shall negotiate in good faith to agree upon such a provision. Any provision that is judicially unenforceable in any jurisdiction shall not be affected with respect to any other jurisdiction.

21. **Governing Law.** The Agreement shall be governed by the laws of the State of organization of the Mediacom entity that executes the Agreement, without regard to or application of conflicts of law rules or principles.

22. **Entire Agreement.** The Agreement is the entire agreement between the parties pertaining to its subject matter, and all written or oral agreements, representations, warranties or covenants, if any, previously existing between the parties with respect to such subject matter are canceled. No course of

dealing or practice shall be used to interpret, supplement or alter in any manner the express written terms of the Agreement.

23. **No Third Party Beneficiaries.** No other person is a third party beneficiary of the Agreement. Customer shall not be a third party beneficiary of any contract, agreement or arrangement between Mediacom and any other party.

24. **Amendments and Waivers; Counterparts.** Any amendments of the Agreement must be in writing and signed by both parties. No failure or delay in exercising any power, right, or remedy will operate as a waiver. A waiver, to be effective, must be written and signed by the waiving party. The Agreement may be executed in counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and the same agreement. In addition to any other lawful means of execution or delivery, the Agreement may be executed by facsimile signatures and delivered by the exchange of signature pages by means of telecopier transmission.

25. **Remedies Are Cumulative.** Unless otherwise expressly stated in the Agreement, all remedies available under or with respect to the Agreement are cumulative and in addition to all other remedies, if any, available at law or in equity. The exercise of any suspension or termination right granted a party in the Agreement shall not result in a breach of the Agreement by such party, and neither such exercise nor any consequence thereof (even if the exercising party was notified or otherwise aware that such consequence would or might result) shall give rise to any claim by or liability to the other party, whether in contract, tort or otherwise. The prevailing party in any litigation between the parties arising out of the Agreement shall be entitled to recover its legal expenses, including court costs and attorneys' fees.

26. **Binding Agreement.** Each party represents and warrants to the other that (i) such party has the authority to execute, deliver and carry out the terms of the Agreement, and (ii) the Agreement has been duly authorized, executed and delivered by, and constitutes a legal, valid and binding agreement of, such party.

27. **Notices.** Any notice required or permitted to be given under the Agreement shall be deemed to be given delivered in writing personally to Customer or Mediacom, sent by overnight courier, or forty-eight (48) hours after it is deposited in the United States mail in a sealed envelope, with registered or certified mail postage prepaid thereon, addressed to the party to whom notice is being given at such party's notice address set forth below such party's signature to the Agreement or any other address designated by such party upon at least ten (10) days' prior written notice to the other party.

28. **Confidential and Proprietary Information.** All information, in whatever form obtained by Customer from Mediacom and the terms of the Agreement shall be held in confidence by Customer and shall not be used by Customer for any purpose other than the performance of the Agreement. Customer's confidentiality obligations will survive for a period of five (5) years after termination.

29. **Mediacom's Discretion.** If any provision of the Agreement states that Mediacom "may" take or refrain from taking any action or that any action requires the consent, approval or agreement of Mediacom or otherwise gives Mediacom any right, option, election or discretion that is not expressly limited, then the decision as to whether, when and how to take or refrain from taking such action, give or withhold such consent or approval or exercise or refrain from exercising such right, option, election or discretion shall be within the sole and absolute discretion of Mediacom.

30. **Governmental Entity.** (a) Mediacom acknowledges that, due to Customer's status as a governmental entity, Customer's ability to perform its payment obligations under the Agreement depends upon its receipt of certain federal, state, municipal or other governmental funding, as applicable ("Funding"). Customer agrees that it will use its commercially reasonable efforts to secure all necessary Funding to allow Customer to perform all such payment obligations. (b) Customer must provide written notice (the "Underfunding Notice") to Mediacom within three (3) business days after any discovery by Customer that, due to factors outside of the control of Customer, Customer will not receive adequate Funding, and has no additional available funds, to enable it to perform its payment obligations under the Agreement at any time during the remainder of the Term (such date of the provision of notice, the "Underfunding Notice Date"). The Underfunding Notice must (i) include a general description of the factors leading to the lack of adequate Funding and (ii) specify the date on which Customer reasonably expects it will become unable to perform its payment obligations under the Agreement (the "Projected Payment Failure Date"). Following the Underfunding Notice Date, either party may terminate the Agreement upon five (5) business days notice. Unless earlier terminated, the Agreement will automatically terminate on the Projected Failure Date unless (i) Mediacom and Customer have successfully renegotiated the terms of the Agreement, (ii) Customer has provided Mediacom with written notice that it has secured adequate Funding to enable it to perform its payment obligations under the Agreement for the remainder of the Term or (iii) Mediacom has provided Customer with written notice that it does not wish the Agreement to terminate.



DEDICATED INTERNET ACCESS (DIA) FIBER AGREEMENT

This Dedicated Internet Access (DIA) Fiber Agreement (the "Agreement") is entered into by and between MCC Telephony of Iowa, LLC 100 Crystal Run Road, Middletown, NY 10941 ("Mediacom") and Red Oak Schools 2011 north 8th. st., Red Oak, IA 51566 ("Customer").

SERVICES: Pursuant to the terms of the Agreement and subject to the terms of the Fiber Internet Access Agreement General Terms (attached as Exhibit A to the Agreement) (the "General Terms") and of the Business Acceptable Use Policy (which can be viewed on Mediacom's website at http://www.mediacomtoday.com/baup) (the "BAUP"), Mediacom agrees to provide, and Customer agrees to purchase, for the Service Term specified below, access to the Internet via Mediacom's fiber optic network, and certain ancillary services directly related thereto, including the provision of 12 static IP address(es) (the "Services"), which access will be available at and through a specified point of interconnection (the "Demarcation Point") between Mediacom's facilities and networks (collectively, the "Mediacom Network") and certain Mediacom equipment to be installed at a specified physical location at the Customer's designated service location (such physical location, the "Termination Location", and such service location, the "Service Location").

SERVICE LOCATION: 2011 North 8th. St., Red Oak, IA 51566

TERMINATION LOCATION: server room

DEMARICATION POINT: Mediacom's equipment at the Termination Location.

BANDWIDTH: FIBER 50 MBPS

FEES AND CHARGES: Customer agrees to pay the following fees and charges (collectively, the "Fees") for the Services:

Table with 2 columns: Fee Name, Amount. Installation Fee: \$0.00, Monthly Service Fee: \$1,100.00

The Installation Fee is payable upon Customer's execution of this Agreement. Monthly Service Fees (including any pro-rated amounts thereof), as may be adjusted pursuant to the General Terms, are payable upon receipt of, and pursuant to the terms of, the applicable invoice. Billing of Monthly Service Fee invoices will commence when Mediacom determines that it has established connectivity between the Mediacom Network and the Demarcation Point (the "Turn-Up Date").

SERVICE TERM: Unless earlier terminated pursuant to Section 6 of the General Terms, the initial term of the Agreement shall commence on the Effective Date and end 60 months following the Turn-Up Date (the "Initial Term"). The Agreement will automatically renew for successive one (1) month terms (each, a "Successive Term", and all such Successive Terms and the Initial Term collectively, the "Service Term") upon the expiration of the Initial Term or any Successive Term, unless earlier terminated or either party notifies the other in writing at least 30 days prior to the end of the then-current term that it does not wish to renew.

ESTIMATED AVAILABILITY DATE: Mediacom estimates it will first make the Services available to the Customer July 1st, 2011 (the "Estimated Availability Date").

By its signature below, each party acknowledges that it has read the Agreement, and the General Terms and BAUP, each of which is expressly incorporated by reference into the Agreement, and agrees to be bound by the terms thereof, effective as of 3/18/2011 (the "Effective Date").

MCC Telephony of Iowa, LLC

Red Oak Schools

Signature: _____

Insert full legal name above
Signature: _____

Printed Name: Charles J. Bartolotta

Printed Name: _____

Title: Senior Vice President, Enterprise Solutions

Title: _____

Date _____

Date: _____

Notice Address: Mediacom Enterprise Solutions

Notice Address: _____

100 Crystal Run Road

Middletown, New York 10941

Attention: Jennifer M. LeMin

Attention: _____

Telephone: (845) 695-6368 Fax (845) 695-2719

Telephone: _____ Fax: _____

Fiber Internet Access Agreement – General Terms

Unless the context otherwise requires, any reference herein to the "Agreement" shall be deemed to include these General Terms and the BAUP.

1. Provision of the Services. (a) Subject to the terms of the Agreement and subject to the performance by Customer of its responsibilities thereunder, Mediacom shall provide to Customer during the Service Term those Services described in the Agreement, and Mediacom's responsibilities are expressly limited to the provision of such Services.

(b) Mediacom's responsibility to provide the Services ends at the Demarcation Point. Customer will be responsible for all use and compatibility issues relating to the Services beyond the Demarcation Point.

(c) If Mediacom becomes aware that the Turn-Up Date will be delayed beyond the Estimated Availability Date, Mediacom shall notify Customer of the new Estimated Availability Date. The failure of the Turn-Up Date to occur by any Estimated Availability Date, or at all, shall not be a breach of the Agreement. If, for any reason other than the acts or omissions of Customer, the Turn-Up Date does not occur within one hundred (100) days after the date on which Mediacom executes the Agreement, Customer's sole right and remedy shall be to terminate the Agreement by written notice to Mediacom given not later than five (5) business days after the expiration of such one hundred (100) day period, upon receipt of which notice Mediacom will refund the Installation Fee to Customer.

(d) In providing and performing the Services, Mediacom shall use commercially reasonable efforts to observe the normal standards of performance within the telecommunications industry in the relevant market.

2. Fees and Charges. (a) All Fees will be billed via invoice and payment of such Fees will be due in advance, prior to the provision of the applicable Services. Customer agrees to pay Mediacom all Fees by the due date specified in the applicable invoice, without offset or reduction. In addition, Customer promises to pay, or reimburse Mediacom for its payment of, any applicable federal, state and local taxes, copyright fees, FCC fees, franchise fees or pass-throughs and other governmental charges or pass-throughs from time to time levied upon or in connection with the Services or otherwise related to the performance of the Agreement, any and all of which may be added to invoices rendered under the Agreement.

(b) During any Successive Term, the Fees are subject to adjustment and increase, at the sole discretion of Mediacom, upon thirty (30) days prior written notice to Customer.

(c) In the event that Customer fails to pay any Fees invoiced by Mediacom (i) within thirty (30) days following the due date specified in the applicable invoice, such unpaid Fees shall bear interest at an amount equal to the lesser of (x) 6% per annum and (y) the maximum amount permitted by law, and (ii) within sixty (60) days following the due date specified in the applicable invoice, Mediacom shall have the right to suspend performance of the Services. Mediacom will use reasonable efforts to provide Customer with notice of its intent to suspend the Services, provided, however, no failure of Mediacom to provide such notice

will be deemed a bar to suspension or a breach of the Agreement by Mediacom. Customer shall also reimburse Mediacom for all expenses (including reasonable attorney's fees) incurred by Mediacom in collecting past due amounts.

3. Tariffed Services. Provision of the Services may be subject to tariffs filed with certain state regulatory agencies having jurisdiction over the Services or the Federal Communications Commission ("**Tariffed Services**"). Tariffed Services shall be provided in accordance with the provisions of any applicable tariff, which provisions are incorporated herein by reference. In the event that the Fees, rates, terms and conditions set forth in the Agreement applicable to any Tariffed Service conflict at any time with those set forth in the applicable tariff, the rates, terms and conditions of the applicable tariff shall control. Mediacom shall notify Customer in writing in a timely manner of the conversion, at Mediacom's discretion and in Mediacom's sole judgment, of an untariffed Service to a Tariffed Service or of the modification of the terms of an applicable tariff.

4. Equipment; the Service Location. (a) Mediacom will be responsible for the installation of all equipment and materials required, in Mediacom's sole opinion, to provide the Services (collectively, the "**Equipment**"). Mediacom may modify, replace or remove any Equipment at any time during the Service Term. All Equipment will remain the sole property of, and all title thereto will remain with, Mediacom.

(b) Customer agrees to provide adequate secured space in the Service Location for the Equipment and adequate electrical power, climate control and protection against fire, theft, vandalism and casualty. Customer will insure that (i) non-Mediacom-supplied wiring, equipment and other items in the Service Location are adequate, compatible and safe for use with the Equipment, and (ii) the Equipment is not moved or tampered with by any person not authorized by Mediacom to do so. If any of the Equipment is destroyed, stolen or damaged in any way, Customer will pay Mediacom an amount equal to the value of the required repairs, if damaged, or the value of the applicable Equipment, if destroyed or stolen.

(c) Customer will provide Mediacom all necessary or desirable access at all reasonable times to the Service Location, and will provide reasonable access to the Service Location to allow Mediacom to remove the Equipment within sixty (60) days after termination of the Agreement.

(d) Customer will obtain all rights-of-entry, rights-of-way, easements, licenses, approvals, consents, authorizations, and permits necessary (ii) to permit Mediacom access to the Service Location, (ii) to allow the provision of the Services and/or (iii) to allow installation of the Equipment and establishment of the Demarcation Point, in each case pursuant to reasonably satisfactory and acceptable arrangements with the Customer, or the agency, authority, entity or other person having control or jurisdiction over or owning, the applicable property (collectively, "**Permits**"), when such Permits (x) relate to property owned, leased or controlled by Customer or (y) are reasonably requested by

Mediacom to be obtained by Customer ("Requested Permits"). With respect to Requested Permits, Customer acknowledges that (i) the applicable Mediacom request may come as a result of Customer's superior, or more appropriate, relationship with the entity potentially granting the Requested Permit and (ii) such requests are reasonable. Upon request by Mediacom, Customer will provide copies of all such Permits to Mediacom as soon as reasonably practicable. If the costs of construction, installation of Equipment or, when applicable, repair to or restoration of any property disturbed or damaged by such construction or installation are in excess of those customary and reasonable for similar work because of peculiar or unexpected site conditions or requirements of Customer or any controlling agency, authority or other person, Customer will reimburse Mediacom for such excess costs.

(e) Mediacom's representatives shall have the right to inspect the Service Location prior to the installation of the Equipment. From the date of execution of the Agreement until Mediacom retrieves all Equipment pursuant to Section 4(c), Customer shall provide Mediacom, upon request, with sufficient data to assist Mediacom in evaluating conditions at the Service Location (including the presence of hazardous materials). Customer is responsible for removing and disposing of hazardous materials, including asbestos, prior to the installation of the Equipment.

5. Customer Cooperation. Customer shall cooperate, and cause its agents, representatives, contractors, suppliers, landlords and licensors to cooperate, expeditiously and in good faith with Mediacom to enable the Services to be provided, the Equipment be installed and the Demarcation Point be established without delay.

6. Termination. (a) Either party may terminate the Agreement upon thirty (30) days written notice to the other party if such other party materially breaches or violates any term or provision of the Agreement.

(b) In addition to its termination rights under any other provision of the Agreement, Mediacom may immediately terminate the Agreement without any liability if:

- (i) all or any significant portion of the Mediacom Network is taken for any public or quasi-public purpose by any lawful power or authority by the exercise of the right of condemnation or eminent domain,
- (ii) Mediacom determines in good faith that Customer's use of the Services is interfering unreasonably with the operation of the Mediacom Network,
- (iii) Mediacom determines in good faith that the condition of the Service Location or the Termination Location has become unsecure, hazardous or otherwise unsuitable for storage of the Equipment or provision of the Services;
- (iv) Mediacom sells, disposes of, or otherwise transfers, in one or a series of transactions, substantially all the assets used to provide the Services to Customer, or
- (v) Mediacom determines that the capacity or connectivity on the Mediacom Network provided for in the Agreement is, or is likely to become, needed for another purpose or detrimental to the

provision of services provided to other Mediacom customers by any Mediacom system or network.

(c) At any time when Mediacom is entitled to terminate the Agreement under Section 6(b), then Mediacom may, at its sole discretion and without prior notice, suspend the provision of any and/or all Services without liability on the part of Mediacom or any requirement to allow any credit for an Unscheduled Interruption and without prejudice to Mediacom's discretion to subsequently exercise the applicable termination right.

(d) Mediacom will use commercially reasonable efforts to provide Customer with notice of any such termination or suspension within a reasonable amount of time, provided however that the timing of such notice will not affect the timing of such termination.

7. Effects of Termination. Upon the termination of the Agreement, all rights and obligations of each party under the Agreement (including Mediacom's obligation to provide any Services) shall immediately cease, except that:

(i) any rights or remedies arising out of a breach or violation of any terms of the Agreement, whether known or unknown, shall survive any expiration or termination of the Agreement for the applicable statute of limitations period or, if shorter, the period specified herein, subject to any applicable limitation or exclusion or rights or remedies or liability contained in the Agreement;

(ii) the provisions of the Agreement which state that they survive or which, by their nature, reasonably would be expected to be intended to survive expiration or termination (including any provisions relating to payment of Fees, disclaimers, limitations or exclusions of warranties and liability, confidentiality or indemnification) shall survive indefinitely; and

(iii) Mediacom may immediately invoice Customer for all accrued Fees, and Customer shall pay the invoiced amount immediately upon receipt of such invoice.

8. Service Interruptions. (a) Mediacom will use commercially reasonable efforts in keeping with industry standards to ensure that the Services are available to Customer twenty four (24) hours a day, seven (7) days a week. Customer acknowledges and agrees, however, that availability of the Services may be interrupted from time to time, including during periods of routine maintenance of the Mediacom Network or the Equipment (each such interruption, a "Scheduled Interruption"), and that no Scheduled Interruption, regardless of cause or reason, shall constitute a breach of the Agreement or a failure by Mediacom to perform its obligations under the Agreement or result in any right or remedy on the part of Customer other than the right to receive credits as provided in this Section 8. Mediacom will use commercially reasonable efforts to provide Customer with advance notice of any known or anticipated Scheduled Interruption.

(b) In the event of a complete loss of the Services which (i) is not a Scheduled Interruption, (ii) lasts more than four (4) consecutive hours, (iii) is not caused by Customer or any third party not under the control of Mediacom, (iv) does not occur as result of equipment or connections that Mediacom does not provide, (v) is not the result of a fiber

cut or a Force Majeure Event (as defined below) and (v) is reported to Mediacom within twenty four (24) hours after the commencement of such interruption (each such interruption, an "Unscheduled Interruption"), Customer will be entitled, for each Unscheduled Interruption, to request a billing credit, to be applied to the next monthly invoice issued to Customer, equal to the applicable pro-rata portion of the Monthly Service Fee affected by the Unscheduled Interruption, as calculated by Mediacom, against the following month's Monthly Service Fees (each credit, a "Service Credit"). No Service Credit or other credit will be provided for any scheduled interruption. Service Credits shall be customer's sole and exclusive right and remedy for Mediacom's failure to provide the Services.

(c) Service credits for Unscheduled Interruptions shall be calculated as follows: the Monthly Service Fee divided by 30 days (average days in one month) equals the average daily rate, which is then divided by 24 hours in one day to arrive at the Average Service Hour Rate.

(d) Mediacom shall monitor the Services twenty-four (24) hours a day, seven (7) days a week. Mediacom shall provide Customer with a toll free telephone number the Customer may call to report Unscheduled Interruptions. If necessary, in Mediacom's sole opinion, Mediacom will conduct an on-site investigation of the Equipment, Service Location, Termination Location or any Service Interruption and will use commercially reasonable efforts to remedy any disruption in the Services.

9. Conditions to Mediacom's Obligations. Any obligation of Mediacom under the Agreement, including any obligation to provide any Service, is subject to:

- (i) the due and punctual performance and satisfaction by Customer of each of its covenants, agreements, obligations, commitments and responsibilities; and
- (ii) the receipt and continuation in effect throughout the Service Term of all Permits.

In the event any Permit is not granted or is not continued during the Term, the parties shall negotiate promptly and in good faith such revisions to the Agreement as may reasonably be required to obtain such Permit, but if they are unable to agree within sixty (60) days after such negotiations begin, either party may terminate the Agreement by written notice to the other. In the event of any effective legislative action or any effective regulatory or judicial order, rule, regulation, arbitration award or other legal action that makes the performance of the Agreement illegal, requires any additional Permit or otherwise materially affects either party's performance or significantly increases its costs of performance, either party may, by providing written notice to the other party, require that the affected provisions of the Agreement be renegotiated in good faith, but if the parties are unable to agree within sixty (60) days after such negotiations begin, the affected party may terminate the Agreement by written notice to the other party.

10. Disclaimer of Warranties. The Services are provided at the Customer's sole risk on an "as is" and "as available" basis, with no guarantee concerning performance or any other aspect of the Services. Mediacom has not made, and in rendering Services, neither Mediacom nor any of its affiliates or subcontractors shall be deemed to make, any representation or warranty of any nature whatsoever,

whether express, implied, statutory or other, and Mediacom expressly disclaims all such representations or warranties, including any implied warranty of merchantability, fitness for a particular purpose, title or non-infringement, that the Services will operate in an uninterrupted fashion, that any communication, data or file sent by or sought to be accessed by Customer or any user will be transmitted or received successfully, at any particular speed, within any period of time, without interruption or in uncorrupted form, or resulting from course of dealing or course of performance. Specifically, Mediacom makes no representation that the Services will be compatible with any of Customer's networks, systems, facilities or equipment. No oral or written specification, advice, service description, quality characterization or other information or statement given or made outside of the Agreement by Mediacom or any of its affiliates, employees, agents, subcontractors, licensors or suppliers shall create a representation or warranty or expand or otherwise affect the express warranties, if any, set forth herein.

11. Bandwidth. Mediacom will use commercially reasonable efforts, and reasonably expects, to provide the Services at the bandwidth noted in the Agreement. Customer acknowledges that upon connection to the internet, actual performance speed is dependent upon a number of factors, some of which are out of the control of Mediacom. Mediacom is not responsible for the effect of such factors on actual performance speed.

12. Limitations on Liability. (a) Customer acknowledges and agrees that all obligations and liabilities of Mediacom pursuant to or arising out of the Agreement, including the Services, are solely obligations of Mediacom as a limited liability company.

(b) Customer covenants and agrees that Mediacom, each of Mediacom's affiliates, contractors, subcontractor, licensors and suppliers, each partner, stockholder, member director, officer, employee, agent or representative of any of the foregoing and each successor and assignee of the any of the foregoing (the "Mediacom Parties") shall not have any liability (whether direct or indirect, in contract or tort or otherwise) to Customer or any other person for any damages, losses, liabilities, fines, penalties, settlement payments, indemnification and contribution payments, costs and expenses, including attorneys' fees and disbursements and costs and expenses of investigation, defense and settlement of any claim or appeal of decisions or judgments rendered therein or with respect thereto ("Losses") arising out of or in connection with the Agreement, except for such liability for such Losses directly caused by Mediacom's gross negligence or willful misconduct, which liability will be subject to the limitations set forth herein.

(c) Customer agrees that none of the Mediacom Parties shall be liable to Customer, or any other person for any indirect, incidental, consequential, reliance, special, exemplary or punitive damages or for any other damages (however denominated) for or based on or measured by harm to business, lost revenues, lost savings, loss of or on any investment, lost profits, loss of opportunity, loss of use, loss of data, loss of goodwill, costs of replacement goods or services, property damage, losses or liabilities that are a consequence of destruction or alteration of data, introduction of viruses, hacking, cracking or breaches of security, claims of users or other indirect or consequential

loss, harm or damages arising out of or in connection with the Agreement.

(d) The aggregate liability of all Mediacom Parties with respect to the subject matter of the Agreement shall not exceed an amount equal to twice the Monthly Service Fee.

(e) Customer agrees that regardless of any statute or other law to the contrary, Customer must file any claim or cause of action arising out of or related to the Agreement or the Services (except with respect to billing disputes which are subject to the shorter time limitation set forth elsewhere in the Agreement) within one (1) year after such claim or cause of action arose, or such claim or cause of action shall be forever barred. Except as otherwise stated in the Agreement, any claim of any nature against Mediacom shall be deemed conclusively to have been waived unless presented in writing to Mediacom within thirty (30) days after the date of the occurrence that gave rise to the claim.

(f) Each of the disclaimers and exclusions of and limitations on liability or damages contained in the Agreement shall independently apply regardless of (i) the form of action (including any action in contract or based on warranty, negligence, tort, strict liability or statute), (ii) any claim or finding that any breach of or default under the Agreement was total or fundamental, (iii) the type of damages, (iv) any claim or finding with respect to the adequacy, failure, purpose or sufficiency of any remedy provided for under the Agreement and (v) whether a person was informed or aware of, or otherwise could have anticipated the possibility of, such damages or liability.

(g) Customer understands and irrevocably accepts the limitations on liability contained in this section, and Customer acknowledges and agrees that but for such provisions, Mediacom would not offer or provide the Services or would require Customer to pay additional Fees.

(h) Each of the foregoing limitations contained in this Section 13(i) will apply regardless of form of action, any claim that breach of this Agreement or Mediacom's obligations was total or fundamental, the type of damages or any finding with respect to the adequacy, sufficiency or nature of the remedies contained herein, (ii) will apply to the maximum extent permitted by law and (iii) will survive the unenforceability of any other provision contained herein purporting to exclude or limit damages or liability.

13. Indemnification. Customer agrees to indemnify, defend and hold harmless Mediacom from and against all Losses incurred by or awarded against Mediacom arising out of or in connection with (i) any breach by Customer of the terms of the Agreement or Customer's obligations, covenants, representations or warranties contained therein, (ii) the operation or conduct of Customer's business or (iii) Customer's use of the Services, in each case except as such Losses were caused by the gross negligence or willful misconduct of Mediacom. Customer's indemnification obligations will survive the expiration or termination of the Agreement.

14. [INTENTIONALLY LEFT BLANK]

15. Customer Use. Customer agrees not to resell or redistribute access to any of the Services or Equipment, or any part thereof, in any manner without the express prior written consent of Mediacom. Except with respect to actions taken for the limited purpose of accessing and using the Services, Customer agrees not to interfere with the use

or operation of the Equipment or the Mediacom Network in any way.

16. Waivers. (a) To the fullest extent permitted by applicable law, Customer waives the application of all existing and future laws or provisions of any state constitution that otherwise would limit the enforceability or efficacy of (i) the disclaimers and exclusions of and limitations on liability or damages contained in the Agreement or (ii) Customer's indemnification obligations. If any of the disclaimers, exclusions or limitations or exclusions contained herein may not be enforced under applicable law of provisions of any state constitution, even though the express provisions hereof provide for it and the parties intend for it to be enforced, then in such jurisdiction the liability of the Mediacom Parties collectively and individually for any and all causes of action and claims shall be limited, on an aggregate and cumulative basis, to the smallest amount permitted by applicable law.

(b) The parties specifically waive any right to trial by jury in any court with respect to any contractual, tortious, or statutory claim, counterclaim, or cross-claim against the other arising out of or connected in any way to the Agreement, because the parties hereto, both of whom are represented by counsel, believe that the complex commercial and professional aspects of their dealings with one another make a jury determination neither desirable nor appropriate.

(c) If Customer is a government or governmental subdivision, agency or authority or is otherwise entitled to sovereign immunity, Customer hereby waives to fullest extent permitted by applicable law, any immunity that it may have against claims, actions, suits or proceedings that directly or indirectly arises out of or relates to the Agreement, whether based on contract, tort or any other theory. Customer acknowledges that such waiver has constituted a material inducement for Mediacom to enter into the Agreement.

17. Business Acceptable Use Policy. At any time and at Mediacom's sole discretion, Mediacom may modify, delete or replace the BAUP, in part or in whole, and/or institute other policies and procedures relevant to the Service. Notice of such modifications, deletions or replacements, and such other policies and procedures, will be posted on Mediacom's website <http://www.mediacomtoday.com/baup> or, at Mediacom's discretion, via e-mail, postal mail or other permitted means of notification.

18. Force Majeure. Mediacom will not be liable for any loss, damage, delay or failure of performance resulting directly or indirectly from any cause, event or circumstance which is beyond our reasonable control, including without limitation acts of God, government restrictions or actions, war, terrorism, epidemics, insurrection, sabotage, adverse weather conditions or adverse labor conditions or actions. If any such event causes an increase in the time necessary for Mediacom's performance under the Agreement, Mediacom shall be entitled to an equitable extension of time for such performance equal to at least one (1) day for each day of delay resulting from such event.

19. Independent Contractors; No Agency or Intellectual Property Licenses. The parties are independent contractors. Neither the Agreement nor any course of dealing creates or shall create any relationship of partnership, joint venture, employment, franchise or agency between the parties. Neither party has or shall have the

right, power or authority to act for or on behalf of or assume, create or incur any liability or any obligation of any kind, expressed or implied, binding upon the other party. Customer acknowledges that the Agreement is nonexclusive and that Mediacom may contract with others to provide services work of the same or similar type as provided to Customer under the Agreement. No license under patents or other intellectual property rights is granted by either party or shall be implied or arise by estoppel in connection with the subject matter of the Agreement.

20. Assignability. Customer may not assign or delegate the Agreement or any of its rights or obligations hereunder, in whole or in part, without the prior written consent of Mediacom, which will not be unreasonably withheld. Mediacom may freely assign the Agreement and may contract with subcontractors for the performance of any maintenance, repair or other services contemplated by the Agreement, including unaffiliated contractors. The Agreement shall be binding upon and inure to the benefit of the parties and their respective successors, heirs, legal representatives and permitted assigns.

21. Severability. If any provision of the Agreement or its application to any person or circumstance is held by a court with jurisdiction to be invalid or unenforceable, the remaining provisions, or the application of such provision to other persons or circumstances, shall remain in full force and effect. Such court may substitute therefore a suitable and equitable provision to carry out, so far as may be valid and enforceable, the intent and purpose of the invalid or unenforceable provision and, if such court shall not do so, the parties shall negotiate in good faith to agree upon such a provision. Any provision that is judicially unenforceable in any jurisdiction shall not be affected with respect to any other jurisdiction.

22. Governing Law. The Agreement shall be governed by the laws of the State in which the Service Location is located, without regard to or application of conflicts of law rules or principles.

23. Entire Agreement. The Agreement is the entire agreement between the parties pertaining to its subject matter, and all written or oral agreements, representations, warranties or covenants, if any, previously existing between the parties with respect to such subject matter are canceled. No course of dealing or practice shall be used to interpret, supplement or alter in any manner the express written terms of the Agreement.

24. No Third Party Beneficiaries. No other person is a third party beneficiary of the Agreement. Customer shall not be a third party beneficiary of any contract, agreement or arrangement between Mediacom and any other party.

25. Amendments and Waivers; Counterparts. Any amendments of the Agreement must be in writing and signed by both parties. No failure or delay in exercising any power, right, or remedy will operate as a waiver. A waiver, to be effective, must be written and signed by the waiving party. The Agreement may be executed in counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and the same agreement. In addition to any other lawful means of execution or delivery, the Agreement may be executed by facsimile signatures and delivered by the exchange of signature pages by means of telecopier transmission.

26. Remedies Are Cumulative. Unless otherwise expressly stated in the Agreement, all remedies available under or with respect to the Agreement are cumulative and in addition to all other remedies, if any, available at law or in equity. The exercise of any suspension or termination right granted a party in the Agreement shall not result in a breach of the Agreement by such party, and neither such exercise nor any consequence thereof (even if the exercising party was notified or otherwise aware that such consequence would or might result) shall give rise to any claim by or liability to the other party, whether in contract, tort or otherwise. The prevailing party in any litigation between the parties arising out of the Agreement shall be entitled to recover its legal expenses, including court costs and attorneys' fees.

27. Binding Agreement. Each party represents and warrants to the other that (i) such party has the authority to execute, deliver and carry out the terms of the Agreement, and (ii) the Agreement has been duly authorized, executed and delivered by, and constitutes a legal, valid and binding agreement of, such party.

28. Notices. Any notice required or permitted to be given under the Agreement shall be deemed to be given delivered in writing personally to Customer or Mediacom, sent by overnight courier, or forty-eight (48) hours after it is deposited in the United States mail in a sealed envelope, with registered or certified mail postage prepaid thereon, addressed to the party to whom notice is being given at such party's notice address set forth below such party's signature to the Agreement or any other address designated by such party upon at least ten (10) days' prior written notice to the other party.

29. Confidential and Proprietary Information. All information, in whatever form obtained by Customer from Mediacom and the terms of the Agreement shall be held in confidence by Customer and shall not be used by Customer for any purpose other than the performance of the Agreement. Customer's confidentiality obligations will survive for a period of five (5) years after termination.

30. Mediacom's Discretion. If any provision of the Agreement states that Mediacom "may" take or refrain from taking any action or that any action requires the consent, approval or agreement of Mediacom or otherwise gives Mediacom any right, option, election or discretion that is not expressly limited, then the decision as to whether, when and how to take or refrain from taking such action, give or withhold such consent or approval or exercise or refrain from exercising such right, option, election or discretion shall be within the sole and absolute discretion of Mediacom.

31. Governmental Entity. (a) Mediacom acknowledges that, due to Customer's status as a governmental entity, Customer's ability to perform its payment obligations under the Agreement depends upon its receipt of certain federal, state, municipal or other governmental funding, as applicable ("Funding"). Customer agrees that it will use its commercially reasonable efforts to secure all necessary Funding to allow Customer to perform all such payment obligations. (b) Customer must provide written notice (the "Underfunding Notice") to Mediacom within three (3) business days after any discovery by Customer that, due to factors outside of the control of Customer, Customer will not receive

adequate Funding, and has no additional available funds, to enable it to perform its payment obligations under the Agreement at any time during the remainder of the Term (such date of the provision of notice, the "Underfunding Notice Date"). The Underfunding Notice must (i) include a general description of the factors leading to the lack of adequate Funding and (ii) specify the date on which Customer reasonably expects it will become unable to perform its payment obligations under the Agreement (the "Projected Payment Failure Date"). Following the Underfunding Notice Date, either party may terminate the Agreement upon five (5) business days notice. Unless earlier terminated, the Agreement will automatically terminate on the Projected Failure Date unless (i) Mediacom and Customer have successfully renegotiated the terms of the Agreement, (ii) Customer has provided Mediacom with written notice that it has secured adequate Funding to enable it to perform its payment obligations under the Agreement for the remainder of the Term or (iii) Mediacom has provided Customer with written notice that it does not wish the Agreement to terminate.

ShoutPoint Customer Agreement Checklist



- Erate Existing Customer
 Non-Erate New Customer

Service Order

- Sign and date two original copies
- E-rate: Signature date must be on or after Feb 23, 2011 and before the 471 is filed. Service provider signature not required by program before certifying form 471.

Order Provisioning - Required for new customers. Existing customers complete only if changes are required.

- Assign a DID forwarding number
- Assign a caller ID Name

Purchase Order

- Purchase Order Total:
- Issue purchase order to the following
ShoutPoint, Inc.
Attn: Accounting
4695 MacArthur Ct.
Suite 930
Newport Beach, CA 92660

NOTE: Shoutpoint Service Provider Information Number (SPIN) is 143032646

******Please mail an original executed Service Order (two originals if you require an original for your files), Order Provisioning (if applicable) and Purchase Order to the address below******

ShoutPoint, Inc.
Attn: Accounting
4695 MacArthur Ct.
Suite 930
Newport Beach, CA 92660

-Confidential-

Service Order

Print Form



This Service Order specifies the specific amount of, and associated cost for, the services ordered by "Customer." By executing this Service Order, Customer agrees to purchase and ShoutPoint, Inc. ("ShoutPoint") agrees to provide the ordered services in accordance with this Service Order and ShoutPoint's Telecommunications Terms of Use in effect from time to time, a current copy of which is attached hereto. This Service Order replaces all prior Service Orders between the parties.

Payment Method:	Erate - BEAR	Order Date:	Feb 23, 2011
Customer Name:	RED OAK COMM SCHOOL DISTRICT	In Service Date:	Jul 1, 2011
Address:	904 BROAD STREET	Renewal Type:	Standard - Erate
City, State	RED OAK, IA	Zip: 51566	Renewal Start Date: Jul 1, 2012
Technical Contact:	JEANICE LESTER	Billing Contact:	SAME
Technical Email:	LESTERJ@ROSCHOOLS.COM	Billing Email:	
Phone: +1 (712) 623-6600	Fax: +1 (712) 623-6603	Phone:	Fax:

Erate Information	
470 ID: 592960000889624	Extended Pre-Discount Cost

Service Description	Student Count	Quantity	Annual Unit Cost	Annual Recurring	Admin Charge (SPI Only)	Nonrecurring
Interconnected VoIP Lines	1,245	5	\$345.00	\$1,725.00	\$0.00	\$0.00
		0	\$0.00	\$0.00		
			Totals	\$1,725.00	\$0.00	\$0.00

***Student Count and the corresponding Quantity will be adjusted annually for each Renewal Period**

As an interconnected VoIP provider, ShoutPoint is required to provide 911 service to its customers. However, ShoutPoint's 911 service operates differently than traditional 911. ShoutPoint must transmit all 911 calls, a callback number and the caller's registered physical location to the underlying carrier. Therefore, ShoutPoint must collect that information from you, and you must update ShoutPoint with any changes. Remember that our 911 Dialing service will not function in the event of a broadband or power outage or if your broadband, ISP or ShoutPoint service is terminated.

Based on their respective locations, our customers will have access to either basic 911 or Enhanced 911 (E911) service. With E911 service, when you dial 911, your telephone number and registered address is simultaneously sent to the local emergency center assigned to your location, and emergency operators have access to the information they need to send help and call you back if necessary. Therefore, it is vital that the information provided is both accurate and current. Customers in locations where the emergency center is not equipped to receive your telephone number and address have basic 911. With basic 911, the local emergency operator answering the call will not have your callback number or your exact location, so you must be prepared to give him/her this information. Until you give the operator your phone number, he/she may not be able to call you back or dispatch help if the call is not completed or is not forwarded, is dropped or disconnected, or if you are unable to speak. As additional local emergency centers become capable of receiving our customers' information, customers with basic 911 shall automatically commence receiving E911 service.

When you subscribe for ShoutPoint's service, you must provide ShoutPoint with the physical location where the services will be utilized. When service is ordered, it takes up to 14 business days to provision the related telephone lines and DID's. Once the lines and DID's are provisioned, it may take an additional 48 hours for the 911 address and callback number to be available to local emergency centers. Customer's DID's may all be located at the same address, in which case only one address is needed for 911 purposes. However, Customer may have a different physical location designated for each DID. In the absence of separate written direction of Customer, all DID's will have the address of Customer set forth herein above.

Also, note that if you move your device to another location, you must provide your new location to ShoutPoint with an email to support@shoutpoint.com. It will take up to 14 business days before the new information will be updated in all of the requisite databases. If you do not register your new location, any 911 call you make may be sent to an emergency center near your old location.

Shoutpoint, Inc.:

RED OAK COMM SCHOOL DISTRICT
Customer

Signed by _____ Date _____

Signed by _____ Date _____

Signature _____ Title _____

Signature _____ Title _____

Order Provisioning Form

As part of your service agreement with ShoutPoint for Schools, the district will receive a Direct Inward Dial (DID) phone number. The number provisioned for the district will be within the same area code (NPA) and every effort will be made to match the first three digits (NXX) of the district's central office. For example (770) 534-xxxx. The number will appear on the recipient's caller-id display when the district uses the ShoutPoint service.

1. The Direct Inward Dial (DID) phone number will be assigned to your account.
2. In order for the recipients to call the school back we need the main number where they can reach you. ShoutPoint will make sure that all calls are forwarded to your main number. List your main number in the box below.
3. In the box below, for the DID number provisioned for the district, please provide a name or tag to be displayed on the recipients caller-id screen. For example: 770-534-xxx1, Hall County Schools (HCS Attendance). The maximum characters allowed are 15 alphanumeric meaning both letters and numbers, but nothing else (no hyphens, commas, etc).

1: Direct Inward Dial (DID) Number	2: DID Forwarding Number	3: Caller ID Name
To Be Assigned		

Provisioning Time: Allow 12-14 business days from ShoutPoint receiving the Purchase Order, Service Order and Agreement.

-Confidential-

Telecommunications Terms of Use

THESE TELECOMMUNICATIONS TERMS OF USE (this "Agreement") govern the Interconnected Voice-over-Internet-Protocol ("VoIP") telecommunications services, including voicemail (the "Communications Services" or the "SP Services"), provided by SHOUTPOINT, INC., a California corporation ("SP"), pursuant to an active Service Order between SP and the subscribing school district on behalf of itself and each of its constituent schools (collectively, the "School District").

1. SP Services. SP shall provide the following services to School District for use over ShoutPoint's VoIP telecommunications network in accordance with this Agreement:
 - a. SP will provision telephone lines, Direct Inward Dial numbers (DIDs) and voicemail in the amount designated in the applicable Service Order.
 - b. Each telephone line supports up to 4,000 total minutes of usage per month, whether termination or origination, based on 6-second increments of usage (cumulatively, the "Monthly Allotment"). If School District exceeds its Monthly Allotment on any one or more lines, SP shall notify the School District on the first such occurrence. If School District exceeds an average of 4,000 total minutes of usage per month for one or more lines during any three (3) contiguous month period (including, if applicable, the first excess month of which they were notified), SP shall charge such party for the number of additional lines that would bring them into compliance with this standard, at the rate of \$37.50 per line, per month.
 - c. In emergency circumstances (i.e., School District's authorized personnel reasonably and in good faith, believes will assist in the elimination or mitigation of physical harm to School District's students, faculty, employees, or invitees (e.g., a school shooting, an earthquake, tornado or other natural disaster, or similar exigent circumstance) the subscribed lines can burst to 10 voice paths, which incrementally increases the speed that the messages are disseminated.
 - d. Calls will only be terminated in the United States and Canada.
 - e. Student Count. For the initial term and any renewal term, the recommended number of lines and the Monthly Allotment will be based on the student count for the applicable school or school district. The applicable student count, recommended number of lines, and related cost will be reflected in the applicable Service Order for the initial term, and thereafter reflected in the annual invoice for each renewal term.
2. Service Limitations: 911 Service. As an interconnected VoIP provider, ShoutPoint is required to provide 911 service to its customers. However, ShoutPoint's 911 service operates differently than traditional 911. ShoutPoint must transmit all 911 calls, a callback number and the caller's registered physical location to the underlying carrier. Therefore, ShoutPoint must collect that information from you, and you must update ShoutPoint with any changes. Further, it takes up to 14 days before the 911 service or any change thereto becomes operational. Remember that our 911 Dialing service will not function in the event of a broadband or power outage or if your broadband, ISP or ShoutPoint service is terminated. Complete ShoutPoint 911 information is contained in the Service Order and at www.shoutpoint.com/forschools/911service
3. Term: Pricing.
 - a. Term. The initial term of this Agreement shall commence on the "In Service Date" set forth in the Service Order, which shall typically be July 1st of each given calendar year (or, in the initial year, such later start date as contemplated in Section 3.b. below, being the "In Service Date") and shall end on June 30th of the following calendar year (e.g. July 1, 2010 through June 30, 2011). However, the term may be voluntarily extended in accordance with Section 10.g. below. The term may terminate earlier upon the occurrence of one or more of the events described in Section 9 below.
 - b. Fees. School District shall pay to SP on or before the In Service Date (and each subsequent In Service Date should the term be renewed) an amount equal to \$345 annually per line and any setup fee defined in the Service Order. For contracts not commencing on July 1st of any given calendar year, the annual fee shall be reduced in a pro rata manner based on the following formula: (i) the number of days or partial days that the service shall be effective within such period ending on the next occurring June 30th, divided by (ii) 365. Following the initial term and upon thirty (30) days prior written notice, SP may increase the annual per line charge, effective as of July 1st of such year (the "Adjustment Date"), by one hundred percent (100%) of the percentage change, if any, shown by the Consumer Price Index - Urban Wage Earners and Clerical Workers, U.S. City Average (published by the U.S. Department of Labor - Bureau of Labor Statistics) for the month immediately preceding the Adjustment Date as compared with the month immediately preceding the initial In Service date or most recent preceding date on which such charges were previously adjusted hereunder, as the case may be.
4. Customer Service. SP shall provide Customer Service relating directly and solely to the SP Services. School District shall establish a customer service point of contact with SP for such purposes. The parties acknowledge that School District may utilize the services provided hereunder in conjunction with other hardware, software and other applications. The providers of such third party hardware, software and applications shall be solely responsible for all customer service related to usage with such third party products and services.
5. Confidentiality. "Confidential Information" means (a) the terms and conditions of this Agreement; (b) any and all information governed by any now-existing or future non-disclosure agreement (specifically including any such agreement or provision of any agreement between SP and School District), contractual provision, or law binding the parties; (c) any other information relating to either party that has been clearly marked or labeled as confidential, including without limitation information about either party's personnel, products, customers, or services; and (d) all aspects of the services provided hereunder, and any underlying software, including without limitation all source code, object code, algorithms or logic contained therein, and any other form of written or recorded material relating thereto, which the parties acknowledge is owned by and confidential to SP. Notwithstanding the foregoing, the term "Confidential Information" specifically excludes (i) information that is now in the public domain or subsequently enters the public domain through no action or fault of the other party; (ii) information that is known to either party without restriction prior to receipt from the other party; (iii) information that either party receives from any third party having a legal right to transmit such information, and not under any obligation to keep such information confidential; and (iv) information independently developed by either party without using the other party's Confidential Information. The party relying on any of the above exclusions has the burden of proving the presence of such exclusion.

Each party also understands and agrees that misuse and/or disclosure of that information could adversely affect the other party's business. Accordingly, the parties agree that each party, (i) shall use and reproduce the other party's Confidential Information only for purposes of this Agreement and only to the extent necessary for such purpose, (ii) shall restrict disclosure of the other party's Confidential Information to its employees or agents with a need to know and who have agreed in writing to be bound by the terms of this Agreement, (iii) shall not disclose the other party's Confidential Information to any third party without the prior written approval of the other party, and (iv) shall maintain and protect the other party's Confidential Information with at least that degree of care that such party utilizes to maintain and protect its own most confidential information, but in any event using at least a commercially reasonable degree of care. Notwithstanding the foregoing, it shall not be a breach of this Agreement for either party to disclose Confidential Information of the other party if compelled by law to do so, provided the other party has been given prior written notice to permit such other party a reasonable opportunity to object to the legal requirement to disclose. The parties acknowledge and agree that violation of this paragraph may cause irreparable harm, and the total amount of monetary damages for injury to such party will be impossible to calculate and, therefore, an inadequate remedy. Accordingly, the non-breaching party may (a) seek injunctive relief against the breaching party or (b) exercise any other rights and seek any other remedies to which the non-breaching party may be entitled at law, in equity and/or under this Agreement.

6. **No Conveyance.** School District shall not assign, transfer, sublicense, or otherwise convey its right to use the SP Services hereunder, or any part thereof, to any person, by operation of law or otherwise, without SP's prior written consent, which may be given or withheld in SP's sole discretion. Any breach or attempted breach of this provision shall be null and void and shall entitle SP to immediately terminate this Agreement without any cure period.
7. **Limited Warranty; Limitation of Damages.** SP warrants that, during the ninety (90) day period (the "Warranty Period") commencing on the In Service Date of the initial term, the SP Services will operate in substantial conformity with industry standards when used in strict compliance therewith. If a material defect occurs, SP's sole obligation under this warranty is to remedy such defect in a commercially reasonable manner.
 - a. THE LIMITED WARRANTY SET FORTH ABOVE IS THE ONLY WARRANTY MADE BY SP, AND SP DOES NOT MAKE, AND SCHOOL DISTRICT HEREBY EXPRESSLY WAIVES, ALL OTHER WARRANTIES, WHETHER EXPRESSED OR IMPLIED. SP HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE. IN PERFORMING THE SERVICES CONTEMPLATED BY THIS AGREEMENT, SP SHALL HAVE NO LIABILITY (INCLUDING WITHOUT LIMITATION ANY LOST BUSINESS PROFITS OR ANY LOSS, DAMAGE OR DESTRUCTION OF DATA) TO SCHOOL DISTRICT, ITS AGENTS, EMPLOYEES OR CONTRACTORS, FOR PERSONAL INJURY OR PROPERTY DAMAGE UNLESS SUCH DAMAGE IS CAUSED BY SP'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. SP SHALL HAVE NO LIABILITY WITH RESPECT TO ITS OBLIGATIONS UNDER THIS AGREEMENT OR OTHERWISE FOR CONSEQUENTIAL, EXEMPLARY, INCIDENTAL OR PUNITIVE DAMAGES, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ANY EVENT, THE LIABILITY OF SP TO SCHOOL DISTRICT FOR ANY REASON AND UPON ANY CAUSE OF ACTION WHATSOEVER SHALL BE LIMITED TO FEES ACTUALLY PAID BY SCHOOL DISTRICT TO SP FOR THE APPLICABLE SP SERVICES, SUBJECT HOWEVER TO A TWELVE (12) MONTH STRAIGHT LINE DEPRECIATION COMMENCING ON THE IN SERVICE DATE OR THE EFFECTIVE DATE OF ANY SUBSEQUENT TERM OR EXTENSION. SP'S OBLIGATIONS UNDER THIS AGREEMENT, BUT NOT THE EXCLUSIONS AND WAIVERS OF WARRANTY CONTAINED HEREIN, SHALL TERMINATE AND BECOME NULL AND VOID IF ANY MODIFICATIONS ARE MADE TO THE SP SERVICES BY ANY PARTY OTHER THAN SP.
 - b. School District acknowledges that SP exercises no control whatsoever over the content of information passing through School District's equipment, or through equipment or facilities used by SP to provide the SP Services. School District will, at all times, use the SP Services in compliance with all applicable laws and regulations. It is School District's sole responsibility to ensure that the information it transmits, or otherwise processes, with use of the SP Services complies with all applicable laws and regulations.
8. **Indemnification.**
 - a. SP will defend, hold harmless and indemnify School District against any damages finally awarded or amounts paid in settlement as a result of any claim or threat of claim brought by a third party against School District to the extent based on an allegation that the SP Services infringe any U.S. patent, copyright, trademark, trade secret or other proprietary right of a third party. The foregoing obligation is subject to the Limitation of Damages provision set forth in Section 7 above
 - b. Except to the extent limited by applicable law, School District shall indemnify and hold harmless SP and SP's officers, directors, employees, and agents, and shall defend, at its expense, and pay the cost of any damages, settlement or award (including reasonable attorneys' fees and costs) for all claims resulting from (i) School District's breach of this Agreement; (ii) School District's violation or alleged violation of any law or regulation; or (iii) School District's other acts or omissions.
 - c. If either party seeks indemnification provided for in this Section, the party seeking indemnification will cooperate with and provide reasonable assistance in the defense or settlement of any claim or legal proceeding. School District and SP will not make public any terms, or the mere existence, of any settlements. If the indemnifying party fails to promptly investigate and defend or settle any claim of which it is notified in writing by the indemnified party, then the indemnified party has the right to have sole control of the defense of the claim and all negotiations for its settlement or compromise, and the indemnifying party shall pay, as they become due, all of the reasonable costs and expenses (including reasonable attorneys' fees) reasonably incurred by the indemnified party in its defending or negotiating settlement of the claim, and the indemnifying party shall satisfy any resulting settlement, award, or judgment.

9. **Termination.** Upon the occurrence of one or more of the following events by one party (the "Breaching Party"), then the other party (the "Non-breaching Party") may terminate this Agreement immediately (except as specifically set forth the contrary) upon providing written notice of termination to the Breaching Party:
- If a party commits a breach of this Agreement and fails to cure that breach within thirty (30) days after receiving written notice from the Non-breaching Party stating the nature of the breach with reasonable particularity;
 - [Reserved]
 - If a party terminates its business;
 - If, voluntarily or involuntarily, a bankruptcy petition or similar proceeding under state law is filed with respect to a party; and
 - If a party becomes insolvent or makes a general assignment for the benefit of creditors.

In the event School District terminates this Agreement for SP's uncured breach, School District shall be reimbursed a pro rata portion of the fees paid for services to be rendered following such termination. In the event that SP terminates this Agreement for School District's uncured breach, SP shall be entitled to keep all fees paid to SP prior to such date. The foregoing remedies are in addition to any other legal or equitable remedies available to such party under the circumstance. In the event that School District makes any payment required under this Agreement more than five (5) days late, then in addition to the amount past due School District shall owe SP (i) a penalty in the amount of 5% of such past due amount and (ii) interest in the amount of twelve percent (12%) per annum or, if lesser, the maximum interest rate allowed under applicable law.

10. This Section 10 both (i) governs School Districts that are seeking funding support under the Schools and Libraries Support Mechanism Program ("E-rate Program" or "Program") for any SP Services provided pursuant to this Agreement; and, when applicable under 10(i), (ii) controls over any contrary provision contained elsewhere in this Agreement. The E-rate Program supports certain discounted services to eligible schools and libraries. Subject to rules established by the Federal Communications Commission ("FCC"), the Program is administered overall by a non-profit company named the Universal Service Administrative Company and its Schools and Libraries Division ("USAC"). Interconnected Voice over Internet Protocol ("VoIP") and voicemail services are included as eligible for E-rate Program funding support on the FCC's Eligible Services List that is the most current as of the date of this Agreement. For School Districts participating in the E-rate Program with respect to any SP Services, the following provisions shall apply:
- School District is, or shall prior to issuing any FCC Form 470 make itself, aware of the FCC rules and legal precedent governing the E-rate Program ("E-rate Rules"). The School District shall comply with all such Rules and related laws.
 - School District shall file an FCC Form 486 with USAC no later than ten (10) days after its receipt of a Funding Commitment Decision Letter from USAC.
 - During the term of this Agreement (including any renewal period), so long as SP is not in breach of this Agreement after any cure period, School District shall not effect any service provider Service Provider Identification Number change without SP's prior written consent, which may be granted or withheld in SP's sole discretion.
 - If School District selects the USAC Billed Entity Applicant Reimbursement ("BEAR") method of invoicing, then School District shall pay SP 100% of the applicable charges under this Agreement within thirty (30) days of receiving an invoice for such amount, and when, and if, SP receives payment from USAC for School District's discounted share of such charges, SP shall remit the discounted share to School District within twenty (20) days from receipt.
 - If School District selects the USAC Service Provider Invoice ("SPI") method of invoicing, then School District must remit payment to SP of its non-discounted portion within thirty (30) days of receiving an invoice for such amount. All School Districts selecting the USAC SPI method of invoicing shall incur a separate Administrative Charge in the amount of \$50 per VoIP line per year. This Administrative Charge is payable by the School District in advance and is not eligible for E-rate Program funding support.
 - School District is ultimately responsible to pay SP for 100% of all fees for all services as provided under this Agreement, even if E-rate Program funding support is denied for any reason.
 - Voluntary Extensions.** School District may voluntarily extend this Agreement for subsequent 1-year periods by either (i) notifying SP in writing of its desire to extend the Agreement or (ii) filing a Form 471 that relates back (i.e. cites) to the original Form 470 for this Agreement, in either case on or before expiration of the Form 471 filing window. If School District does not timely extend this Agreement, then it shall expire or otherwise terminate according to its terms. This Agreement can be voluntarily extended for no more than nine (9) additional 1-year extension periods (i.e., 9 years) beyond the initial 1-year term.
 - Termination.** The termination rights contained herein are in addition to those contained in Section 9 above. School District's violation of any provision contained in this Section 10 shall be grounds for SP's immediate termination of this Agreement. In the event of a material increase in the cost to SP of providing the SP Services hereunder, SP may terminate this Agreement (to be effective at the end of the then-current term or extension period) by providing School District with a notice of termination on or before the 15th day of the Form 471 filing window.

11. Force Majeure. Neither party shall be liable to the other for any delay or failure in performance of any part of this Agreement to the extent that such delay or failure is caused by a Force Majeure Event (defined below). The Party claiming relief under this Section shall notify the other in writing of the existence of the Force Majeure Event relied on and shall be excused on a day-by-day basis to the extent of such prevention, restriction or interference until the cessation or termination of said Force Majeure Event. "Force Majeure Event" means an unforeseeable event caused by any of the following conditions: act of God; fire; flood; labor strike; sabotage; material shortages or unavailability or other delay not resulting from the responsible party's failure to timely place orders; lack of or delay in transportation; government codes, ordinances, laws, rules, regulations or restrictions; war or civil disorder; or any other cause beyond the reasonable control of such party. This paragraph shall not apply to any payment obligation of either party.
12. Miscellaneous.
- a. Interpretation. These Terms of Use, together with all mutually executed Service Orders or other documents referenced herein, evidences the complete understanding and Agreement of the parties with respect to the subject matter hereof and supersedes and merges any prior understandings or agreements. The captions, headings, and articles contained herein are solely for convenience of reference and shall not affect the construction or interpretation of this Agreement. Both parties acknowledge that they have read and understand the terms of this Agreement. This Agreement shall be interpreted fairly, and shall not be interpreted more or less favorably for either party.
 - b. Governing Law; Attorneys' Fees. This Agreement shall be governed by and construed in accordance with the laws of the State in which School District, or the applicable constituent school, is located. In the event of a dispute arising out of this Agreement, the prevailing party shall be entitled to recover its costs and reasonable attorneys' fees incurred in connection with such action.
 - c. Severability; Waivers. If any provision, or any part thereof, of this Agreement shall be invalid or unenforceable under applicable law, said provision shall be ineffective to the extent of such invalidity only, without in any way affecting the remaining parts of said provision or the remaining provisions of this Agreement. The failure of either party to give a notice of default or to enforce strict performance of any provision of this Agreement shall not be construed as a waiver of its right to assert or rely upon such provision or any other provision of this Agreement.
 - d. Authority. Each person executing any Service Order represents and warrants that he or she have/they have the authority to enter into this Agreement on behalf of such party, and that the entity they represent has been duly formed, is validly existing, and is qualified to do business in the jurisdictions in which they conduct business.
 - e. Counterparts. Each Service Order may be executed in one or more counterparts (including by facsimile or other electronic means), each of which shall be deemed to be an original and all of which, when taken together, will be deemed to constitute one and the same Agreement.
 - f. Taxes. Each party shall be fully responsible for the payment of any and all taxes required by law to be paid by that party. Neither party shall be responsible for the payment of taxes imposed on or against the net income of the other party.
 - g. No Agency. This Agreement does not render either party the agent or legal representative of the other, nor does it create a partnership or joint venture between the parties. Neither party shall have any authority to bind the other party in any manner whatsoever.
 - h. Remedies Cumulative. The rights and remedies afforded to the Parties herein are, unless otherwise noted, cumulative rather than exclusive. Notwithstanding the preceding, in no event shall School District's remedies exceed the limitation of SP's liability set forth in paragraph 8.a. above.

SP:

ShoutPoint, Inc.

4695 MacArthur Court, Suite 930

Newport Beach, CA 92660

Attn: Jamie Christiano

Fax (949) 660-0531

SCHOOL DISTRICT:

RED OAK COMM SCHOOL DISTRICT

Set forth in Service Order



E-rate Funding Year 2011 (7/1/11-6/30/12) – Bid for Services

Name of Applicant:	Red Oak Community School District
Service Provider:	Foundation for Educational Services
Spin #:	143028010
Category of Service:	Internet Access
Service Description:	Web Hosting
Quantity:	District and school sites
Price:	\$5,400
Eligible Percent:	61%
Eligible Amount:	\$3294.00

SOCS

**simplified online
communication system**

License and Service Agreement

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

Partner: Red Oak Community School District Address: 904 Broad Street Red Oak, IA 51566 Student Enrollment: 1,150	Agreement Term Dates: 7/1/11 – 6/30/12 Special Terms: Supersedes all previous agreements. Option of a new template at no charge with the addition of 5 Gig lockers free – see pages 6 and 7.
URL (web address) http://www.redoakschooldistrict.com	
School Partner Champion: Bob Deter Ph: 712-623-6610 Superintendent: Terry Schmidt FES School Partner Representative: Mike Anderson Ph: 800-850-8397, ext. 6926 Fax: 402-479-6691 Partnership: IEC Sales Tax Exempt: No ___; Yes ___ (Provide copy of exemption certificate or request form) Purchase Order attached: Yes ___; No ___	Title: Technology Director Email: deterb@roschools.com Email: schmidtt@roschools.com Email: mikea@fes.org Other: (hospital, city, etc.)

For: Red Oak Community School District

By: _____
(Signature) (Date)

(Please print full name)

Title: _____

For: FES LLC

1300 O Street
Lincoln, NE 68508

By: _____
Dan Kunzman, Vice President (Date)

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LICENSE AND SERVICE AGREEMENT

Simplified Online Communication System ("SOCS")

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

THE PARTIES AGREE AS FOLLOWS:

1. License. FES grants to Licensee a limited, nonexclusive and nontransferable license to the Simplified Online Communication System ("SOCS") web hosting service (collectively the "Licensed Service"). Exclusive proprietary title to all rights, patents, trademarks, copyrights, source code, graphic design and images created by FES and trade secrets in the Licensed Service shall remain with FES and no title to or ownership interest in the Licensed Service shall be transferred to Licensee.

2. Installation, Training, Technical and Support Services. FES shall provide certain technical services to Licensee associated with the installation, management and administration of the Licensed Service. One time set up fee does not include graphic design services. Graphic design services are included in the license fee and limited to 3 mockup designs prior to site installation. Additional graphic services will be charged at the current hourly rate. FES shall provide updates and certain enhancements to the Licensed Service without charge during the term of this Agreement and any renewals. Basic instruction and support services shall be provided at no extra cost as a part of the initial delivery of the Licensed Service. Other technical assistance relating to subsequent technical client network support, configuration, and/or guidance, content creation and/or the transfer of existing content, or on-site training are not part of the license agreement and may be subject to a separate charge. Those services and the related charges are set out on a schedule attached to this Agreement.

3. Charges, Payments, and Taxes. Licensee shall pay the royalty fees for the Licensed Service and related services and costs as set forth on the attached schedule. All annual royalty fees shall be due on the date identified on the Exhibit; for any exercised renewal terms, the annual fee shall be due on the anniversary date of the original payment, unless otherwise agreed to by the parties. FES shall direct bill Licensee for all royalty fees, services, and support, including additional charges for technical assistance in accordance with the terms and rates set out the attached schedule. Interest shall accrue at the rate of one and one-half percent (1.5%) per month for any invoice balance outstanding for more than thirty (30) days. Each party shall be responsible for its own obligations associated with any federal, state, local or other taxes required with the delivery of the Licensed Service.

4. Obligations of Licensee. In addition to the covenants provided by Licensee within this Agreement, Licensee specifically agrees to the following:

- a. Logos and Branding. Permit FES or its designees and assigns to place a logo at a reasonable location on the site, with a link to the website of FES and/or its designee, if so requested by FES.
- b. Utilization of Site. Permit FES or its designees and assigns to utilize Licensees' site and corresponding content in sales demonstrations, marketing materials and/or other venues to highlight Licensed Service to existing and/or potential Licensees.
- c. Implementation Team. Identify an initial SOCS implementation team to work directly with FES in the implementation of SOCS for Licensee.

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

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

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

FES shall use all reasonable efforts to ensure that the SOCS Service is operating and available to Customers 99% of the time in any calendar month. Downtime is considered to be time that the SOCS Network is unavailable due to a failure in the FES network. There may be periods of time that FES schedules maintenance on the SOCS network that requires an interruption of service. Customers will be notified in advance of scheduled maintenance and every effort will be made to schedule this maintenance outside the hours of 7:00 a.m. to 10:00 p.m. Central time. Scheduled maintenance is not considered downtime. FES cannot be responsible for connectivity issues arising from problems in the client's network or internet outages beyond FES' control.

To protect clients' and FES' networks, FES employs tools that vigorously filters viruses and spam. FES, at its sole discretion, reserves the right to filter content it feels poses a threat to the networks. FES uses many SPAM and virus filtering technologies including e-mail greylisting. Greylisting confirms that email is received from a valid email server. Failure of the originating email server to respond to the Greylisting request may result in a delay the delivery of email.

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

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

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

Legal Content: The Licensee agrees to comply with all digital rights, copyright, trademark and decency laws. FES reserves the right to remove content that violates these laws or when notified of an ownership dispute. It is the responsibility of the licensee to resolve such disputes.

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

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

8. Term of Agreement and Termination.

- a. Unless otherwise terminated as provided herein, this Agreement shall commence as of the beginning date and terminate on the ending date of the term stated on page one (1) of this Agreement, subject to the terms of automatic extension set out below.
- b. Notwithstanding the terms of subpart (a) above, Licensee may terminate this Agreement if FES commits a material breach defined as the inability of the system to perform critical functionality (example: article moderation) or that renders the system inoperable and fails to cure that breach within thirty (30) days after receiving written notice from Licensee of that breach; provided, however, that FES shall have thirty (30) business days to cure any defects or breaches associated with its limited warranties associated with the Licensed Service, as set out in Section 7 above.

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- c. Notwithstanding the terms of subpart (a) above, FES may terminate this Agreement (i) if Licensee is delinquent in making any payments due under this Agreement when due and continues to fail to make any such payment for ten (10) days after written notice of such delinquency is sent from FES, or (ii) if Licensee commits any other material breach of this Agreement and fails to remedy such breach within thirty (30) days after written notice of such breach is sent from FES. In the event of such termination by FES, Licensee shall remain liable for all fees incurred to date. Such termination by FES shall be without prejudice to any other remedies FES may have at law or in equity.
 - d. The termination of this Agreement by either party for any reason contemplated herein shall terminate the rights of Licensee to the Licensed Service. Upon such termination, the license and all other rights granted to Licensee under this Agreement shall cease immediately and Licensee shall promptly (i) return all operating manuals, documentation and other material related to the Licensed Service in the possession of Licensee; (ii) purge the Licensed Service and any portion thereof from each and every computer, computer storage device, and every other medium of Licensee which such Licensed Service or any portion thereof may be on; and (iii) certify to FES that Licensee has complied with these provisions.
 - e. At Licensee's request, upon termination of this Agreement by either party, FES agrees to return a comma delineated file of client's database plus files uploaded by the client (ie: pictures) within 30 days of termination.
 - f. So long as Licensee is not in default of any terms of this Agreement, then this Agreement shall automatically renew annually after completion of the initial term dates on the anniversary hereof, subject to Licensee's obligation to pay the annual royalty fee as provided for herein and any other obligations as contemplated by this Agreement. Either party may terminate the automatic renewal provision by providing notice to the other, no less than sixty (60) days prior to the anniversary date, of its intent to decline the automatic renewal of the contract term. In the event either party should exercise the termination right, the license rights granted to Licensee shall then cease in accordance with the terms of this section.
9. General. Any notice required under this Agreement shall be given in writing to each party at the address identified adjacent to each party's signature. Licensee shall not assign or otherwise transfer this Agreement or any interest therein without the prior written consent of FES. This Agreement shall be binding upon the parties hereto, their successors and assigns as permitted. No waiver or any breach of this Agreement shall constitute a waiver of any prior, concurrent or subsequent breach of the same or any other provision of this Agreement. This Agreement may be originally executed in one or more counter-parts, each of which shall be deemed an original. This Agreement shall be governed by the laws of the State of Nebraska and the parties submit and consent to the jurisdiction of the Nebraska courts for any matter associated with this Agreement. No modifications to this Agreement shall be valid unless made in writing and signed by all parties hereto.
10. Compliance with State Laws. In executing this Agreement, Licensee represents that it has secured all necessary consents and approval from relevant governing or oversight boards and related entities as may be required by state or local law. Execution of this Agreement shall constitute acknowledgement of any such confirmation requirements and waiver of any subsequent claims of requiring consent, confirmation or approval as a condition precedent to the implementation or enforcement of this Agreement.

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Schedule of Royalties/Fees

- **SOCS Web Hosting Service** **\$5,400 per year**
- **Additional URL/Domain Registrations** **\$ per year**
 One URL/Doman registration included
 (# of domains x \$20 per domain)
- **Additional SOCSlockers (secure, web-based file sharing) ...** **\$ per year**
 5 Gig included. Each school may designate how that space will be used.
 Additional SOCSLocker space available at \$35 per Gig.
 (# of Gig x \$35/yr)
- **Additional listservs**
 Four listservs included with hosting service.
 - Districts with more than 4 schools may purchase additional listservs for the remainder of their schools (unlimited number of schools, but not to exceed more than one listserv per school) at a one-time set-up fee of \$100. Yes, # of listservs: _____
 - A District or single school within the district may purchase additional listservs (non-school building, i.e., athletics or alumni) up to 10 at a one-time set-up fee of \$100. Yes, # of listservs: _____
- **Parent Teacher Conference Registration** Yes
 (\$500 one-time set-up fee)
- **Google Mail for Education** Yes, # of domains: _____
 (\$500 one-time set-up fee)

Total Royalties/Fees **\$5,400 per year**

Agreement Payment Terms (Please select one):

- \$5,400 annually or \$450 monthly

One-time Set-up Fees:

- SOCS Web Hosting Set-up (\$1,000)..... \$
- Google Mail for Education Set-up (\$250/domain) \$
- Parent Teacher Conference Set-up (\$500)..... \$
- Listserv Set-up (\$100) per 10..... \$

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

Special billing notes/arrangements – see page 7

CONFIDENTIAL INFORMATION

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

Special Billing Instructions

If applying for e-rate funds, we will need to know which bill method you would prefer. We encourage schools to use and file the BEAR process which reimburses the school directly. When this is not possible we will support the reimbursement process.

Universal Service Administrative Company (USAC) will base the invoicing mode on the first invoice that is successfully processed for the Funding Request Number (FRN). Once established, that invoice mode must be used for all future invoicing. Please tell us which process you chose as part of your 470 filing or if no method was chosen, please choose one below.

___ BEAR reimbursement method

_____ SPI discount method

Special billing notes/arrangements:

- Supersedes all previous SOCS license agreements, effective 7/1/11.
- Includes option of a new template at no charge.
- Includes 5 Gig of lockers at no charge.

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

Licensee: **Red Oak Community School District**
c/o: Terry Schmidt
Title: Superintendent
Street: 904 Broad Strett
City: Red Oak State: IA Zip: 51566
Phone Number: 712-623-6600
Fax Number: 712-623-6603
Email Address: schmidtt@roschools.com

Agreement Term Dates: From 7/1/11 – 6/30/12

CONFIDENTIAL INFORMATION

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Additional Support and Optional Fee Schedule

- On-site training will be provided at a charge of \$500/day, plus actual cost of related travel, food and lodging.
- If necessary, a data conversion from an existing Licensee database application or file will be billed at an hourly rate.
- Licensee specific customization services will be made available to Licensee at an hourly programming rate.

Optional services will be billed to the name and address identified on Schedule of Royalties/Fees unless noted differently below.

Licensee: _____
c/o: _____
Title: _____
Street: _____
City: _____ State: _____ Zip: _____
Phone Number: _____
Fax Number: _____
Email Address: _____

CONFIDENTIAL INFORMATION

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

Item 6.2.5 Medicaid Reimbursement Program for Red Oak Schools and Impact
- Deb Drey, Processor

[Board Goals Reference: District Goal for Fiscal Health: Build on and enhance steps to gain greater financial health in the school district.]

BACKGROUND INFORMATION: Medicaid reimbursements in the Red Oak School District are only as successful as the people who run the program; secure the documentation from school personnel; and complete the required reports and audits. This program in Red Oak is managed by Webster Staff Member Deb Drey. She has a strong partnership with the district's approved third party administrator called Timberline Billing Service LLC.

Enclosed is a quick snapshot of the improvement seen in Medicaid billing over the past four years. Please allow Deb a few minutes to discuss the methods used to ensure ROCSD receives every possible dollar of Medicaid funding possible; how she and Timberline monitor quality control; and the slight (but costly) changes that are always creeping into the reimbursement process (State of Iowa share).

SUGGESTED BOARD ACTION: No formal action is needed this evening.

Medicaid Receipts

Year	Total \$	DHS Share	Billing Expense	Net	# of Students
2007-08	\$ 2,879.73	\$ 1,284.57	\$ 178.31	\$ 1,416.85	3
2008-09	\$ 103,767.30	\$ 32,357.13	\$ 4,114.19	\$ 67,295.98	16
2009-10	\$ 178,227.89	\$ 48,520.43	\$ 7,816.03	\$ 121,891.43	22
2010-11*	\$ 53,269.35	\$ 4,536.36	\$ 1,977.65	\$ 46,755.34	17

*Payments through November Log Sheets. DHS Share Billed for 3rd Quarter 2010.

Item 6.2.6 School District Audit Contract Review and Discussion
- Business Manager Shirley Maxwell

[Board Goals Reference: District Goal for Fiscal Health: Build on and enhance steps to gain greater financial health in the school district.]

BACKGROUND INFORMATION: It is time once again to secure an auditing firm to complete the FY 11 school audit. The district has a choice of securing a one year contract or going to a three year contract. Business Manager Shirley Maxwell has enclosed those documents necessary to secure competitive bids as required by Iowa Code:

Chapter 11.6(2) (a) states: "A city, community college, school district, area education agency, entity organized under chapter 28E, county, county hospital, or memorial hospital desiring to contract with or employ certified public accountants shall utilize procedures which include a request for proposals."

Terry also requested that Shirley include in her RFPs a requirement that the bid contract must include an audit presentation to the Directors at no extra cost to the school district.

Please allow Shirley to make comments as needed.

SUGGESTED BOARD ACTION: (no formal action anticipated this evening)



Red Oak Community School District

***904 Broad Street
Red Oak, Iowa 51566
(712) 623-6600***

March 26, 2011

REQUEST FOR PROPOSALS (RFP)

The Red Oak Community School District will receive proposals for audit services relating to the audit for the 2010-2011, 2011-2012, and 2012-2013 year(s) ending June 30, 2013. Attached is information relating to minimum specifications of services, data to be included in the proposal, evaluation criteria, and selected information relating to the entity to be audited.

Sealed proposals (2 copies) will be accepted until 4:30 p.m., April 18th, 2011, at the office of the Superintendent in Red Oak, Iowa. If mailed, the proposals should be mailed to:

Red Oak Community School District, 904 Broad Street, Red Oak, Iowa 51566

Those submitting sealed proposals should indicate on the outside of the envelope in the lower left-hand corner that it is a sealed audit proposal and the name of the firm submitting the proposal.

We are seeking a one year and also a three year bid for this service. Our 2010-2011 year budget was \$19,331,866. We use Software Unlimited as our accounting software. It is our desire to have this audit completed before September 15th, or the date set by the Department of Education for the filing of the Certified Annual Report. We also request completion and return of the audit to the Red Oak School District within 4 months of the field audit visit. The district desires the auditing firm to present to the board an annual presentation giving a summary of the audit strengths, weaknesses, management letter, etc.

The contract for services will be awarded by April 29, 2011.

Further information may be obtained from Shirley Maxwell at (712)-623-6600.

I. SPECIFIC REQUIREMENTS

1. Red Oak Community School reserves the right to reject any and all proposals received.
2. Only proposals received at the location described and in the time frame given will be considered.
3. The original and one copy of the enclosed contract should be completed and manually signed by a partner of the firm submitting the proposal.
4. The audit shall be performed in accordance with the following:
 - U.S. generally accepted auditing standards.
 - The standards for financial audits contained in Government Auditing Standards issued by the Comptroller General of the United States.
 - The Single Audit Act Amendments of 1996 and OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations, when applicable.
5. The fees quoted in your proposal and included in the contract will be the maximum paid per hour and in total, unless an amendment to the contract is completed by both parties.
6. The audit report should conform to:
 - Reporting formats specified by the Auditor of State's office.
 - AICPA Audit Guides.
 - Governmental Accounting Standards Board reporting requirements.
 - The requirements of the Single Audit Act Amendments of 1996 and OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations, when applicable.
7. The audit report should include a management letter, if appropriate, which includes recommendations related to the financial statements, internal control, accounting systems, and compliance issues.
8. Bound copies of the report, including the management letter, in a quantity sufficient to meet the needs of the Red Oak Community School District are required to be provided by the firm awarded the contract. In addition, arrangements to make the report available in electronic format would be appreciated.
9. Three bound copies of the report, including the management letter, a detailed per diem audit bill, and a copy of the news release shall be provided to the Auditor of State upon release of the reports to the entity.

II. DATA TO BE INCLUDED IN PROPOSAL

In order to simplify the review process and to obtain the maximum degree of comparability, the proposal should include the following items and be organized in the manner specified below.

A. Letter of Transmittal

A letter of transmittal briefly outlining the proposer's understanding of the work and general information regarding the firm and individuals to be involved is permitted, but not required, if it is limited to not more than two pages. If a transmittal letter is presented, it should clearly set forth the local address of the office of the firm to be performing the work, the telephone number, and the name of the contact person.

B. Table of Contents

Include a table of contents which identifies the material by section, page number and a reference to the following information to be contained in the proposal. If a transmittal letter is not submitted, please include on the table of contents the local address of the office to be performing the work, the telephone number, and the name of the contact person.

C. Profile of Firm Proposing

1. State whether the firm is a local, national or international firm and a brief description of the size of the firm.
2. State whether the firm is in compliance with the registration requirements to engage in the practice of public accounting within Iowa.
3. State whether the firm is independent of the entity to be audited in accordance with Government Auditing Standards.
4. Describe the local office from which the work is to be performed.
 - a. Location of the office.
 - b. Current size of the office.
 - c. Size of professional staff by level, such as partner, manager and supervisor, senior, and other professional staff.
 - d. Number of CPA's in the office.
5. Submit any other information required to describe the office which will be performing the work.

D. Qualifications

1. Describe the recent local office auditing experience in similar types of audits to which the proposal relates. If appropriate, include regional experience in auditing similar types of entities. If desired, it is permissible to include your five largest clients that are not governmental clients.

II. DATA TO BE INCLUDED IN PROPOSAL

D. Qualifications

2. Include resumes of all key professional members who will be assigned to the audit. Resumes should be included for all members of the audit team from the audit partner through at least the on-site in-charge accountant. The resumes should include:
 - a. The amount of experience the individual has had in the auditing profession.
 - b. A summary of similar audits on which the individual has worked.
 - c. A summary of the continuing professional education the individual has had in governmental accounting and auditing during the last two years.
 - d. A statement as to whether the individual is independent, as defined by Government Auditing Standards.
3. Describe the firm's policy on notification of changes in key personnel.
4. Provide a listing of or the number of professionals in the office who are experienced in governmental auditing.
5. Describe the availability of individuals within the firm who are primarily involved in governmental auditing and reporting and with whom the audit team may consult.
6. Describe briefly the firm's system of quality control to ensure that the audit is adequately performed.

E. **Scope of Services and Proposed Project Schedule**

Briefly describe your understanding of the scope of services to be provided. Indicate a proposed time schedule for completing the work, assuming the contract will be issued on the date given in the cover letter. Include the approximate dates you would perform fieldwork, office review, and report preparation and the latest delivery date of the final report.

F. **Fees and Compensation**

Provide the following information:

1. Estimated total hours.
2. Estimated out-of-pocket expenses.
3. Hourly rate by staff classification.
4. All-inclusive maximum fee and out-of-pocket expenses, which will not be exceeded.
5. Frequency and timing of your billing process.

III. EVALUATION CRITERIA

The proposal will be evaluated based upon the following two areas. Therefore, it is important that your proposal be responsive to the data requested.

1. Cost

Overall cost, including out-of-pocket expenses for performance of the audit.

2. Qualifications

- a. Organizational structure and size of the firm.
- b. Organizational structure and size of the office performing the audit.
- c. Recent experience in similar audits.
- d. Qualifications of the audit team.
- e. Individuals with whom the audit team can consult.
- f. Understanding of work and timetable to complete the audit.

IV. ENTITY PROFILE

Suggested information to include:

(1) Administrative Information:

- Background information on the entity;
- Period to be audited;
- Term of contract engagement;
- Schedule of government funds by project or grant to be audited;
- Description and magnitude of the entity's accounting records;
- Description of the entity's computer system(s), if applicable;
- Name and telephone number of a contact person at the federal cognizant or oversight agency; and
- Availability of prior audit reports and working papers.

(2) Work and Reporting Requirements:

- Auditing standards to be followed;
- Extent to which the entity would assist the firm;
- Specific scope of audit work to be performed;
- Number and types of reports required;
- List of restrictions, such as copy services or work space;
- Exit conference requirements;
- Specific audit guides or programs to be followed; and
- Minimum audit requirements under applicable laws such as the Single Audit Act, including the amendments thereto.

(3) Time Requirements:

- Date of contract award;
- Date records would be ready for audit;
- Dates for completing interim phases, such as fieldwork completion and draft report preparation;
- Date final report is due;
- Working paper retention requirements; and
- Working paper availability requirements for cognizant or oversight agency when applicable.

Item 6.2.7 Fixed Assets Control and Program Management

- Business Manager Shirley Maxwell

[Board Goals Reference: District Goal for Fiscal Health: Build on and enhance steps to gain greater financial health in the school district and District Goal for Big Ideas in the Next 24 Months: Technology]

BACKGROUND INFORMATION: Fixed assets control and program management is woefully missing in the ROCSD. Prior to Terry's service in Red Oak and certainly prior to Shirley's service, a program was in place to manage the fixed assets via inventory control. Over the years this effort has splintered into technology asset management; adjustments made via new instructional equipment; adjustments made via new physical plant equipment; etc. Throughout the past few years efforts have been made to rid the district of useless surplus equipment, abandoned tech equipment, etc.

In order to more wisely use human resource time in the management of fixed assets; to ensure a current inventory; and meet the expectations of Iowa Code; Business Manager Shirley Maxwell has secured proposals for new and improved fixed assets control.

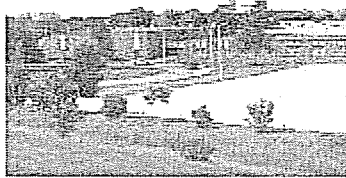
Enclosed are the proposals collected by the business manager. This evening the Directors could assign the review of proposals to the subcommittee for facilities and operations or take action on a recommended action by the business manager.

SUGGESTED BOARD ACTION: (to be determined)

Proposal to Provide Professional Fixed Asset Inventory Update

Services to:

Red Oak Community Schools



Respectfully Offered By:

AssetWORKS

APPRAISAL

Innovative Solutions. Accurate Valuations.

Professional Inventory and Valuation Services Proposal for:

- 2 -

AssetWORKS
APPRAISAL

Red Oak Community Schools

November 2, 2010

Ms. Shirley Maxwell
Business Manager
Red Oak Community Schools
904 Broad Street
Red Oak, IA 51566

RE: Fixed Asset Inventory Update Services

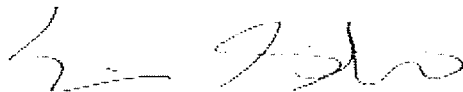
Dear Ms. Maxwell:

AssetWorks Appraisal (formerly MAXIMUS) is pleased to submit the enclosed proposal for the updating and perpetuation of the building appraisals and capital asset inventory we performed for Red Oak Community Schools in 2003. We are committed to providing the highest quality services for Red Oak Community Schools on this engagement and appreciate the opportunity to continue our property inventory and appraisal services with you!

I will be your primary contact for this engagement and am fully authorized to bind our firm contractually. Please contact me with any questions you may have at 800-876-0363 x1331 or email at Eric.Scapillato@AssetWorks.com.

Respectfully submitted,

AssetWORKS
APPRAISAL



Eric Scapillato
Regional Director
www.assetworks.com

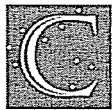
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1. EXECUTIVE SUMMARY

You can confidently select AssetWorks Appraisal as a partner to conduct your on-site inventory and valuation for the following reasons:

- We have been in the business of fixed asset inventory and valuation for 21 years and have the reputation of being the "best of class" provider. We are already a trusted partner with thousands of school districts across the United States who have employed our services in years past including Red Oak Community Schools!
- AssetWorks Appraisal is the technology pioneer in property valuation. We have the most advanced system in the business (AssetMAXX™) and offer a perpetuation capability that minimizes the cost of ongoing property valuations.
- We have successfully provided property valuation and appraisal services for more than 5,000 entities across the United States, Europe, and Puerto Rico.



CONSTELLATION
SOFTWARE
INC.

AssetWorks, Inc. is a wholly owned subsidiary of Constellation Software, Inc. Constellation Software, Inc. is an international provider of market-leading software and services to a variety of industries, across both public and private sectors. The company was founded in 1995 and has a large, diverse customer base of 16,000 customers, operating in over 30 countries around the world. Constellation is an extremely healthy organization, with consolidated revenues exceeding US\$240 million.

AssetWORKS

AssetWorks, Inc. is an industry-leading provider of technology and consulting solutions for asset and infrastructure intensive organizations in government, education, utilities, telecommunications, transportation, healthcare and the commercial sector. Our suite of Enterprise Asset Management (EAM) software solutions and professional consulting services enable organizations to improve maintenance practices, streamline operations, and improve accountability for mission-critical capital and infrastructure assets. Our Federal Tax ID is 46-0521049 incorporated in Delaware.

Leveraging the latest Internet, e-commerce, and mobile computing technologies, our software and industry leading expertise help our customers maximize resource utilization, improve service delivery, and achieve substantial and measurable cost savings. Whether you are doing more with fewer resources, or managing more assets with the same amount of resources, AssetWorks provides a complete solution.

AssetWORKS
APPRAISAL

AssetWorks Appraisal offers inventory and asset management solutions that embrace all aspects of capital asset and real property tracking, valuation and reporting. Our innovative solutions help organizations to vastly improve property tracking, GASB34/35 compliance, generate detailed financial reports,

carry out depreciation and capitalization modeling, track property disposal, generate property insurance reports, and much more.

1.2 BENEFITS OF THE ASSETWORKS SOLUTION

We believe there are many benefits for selecting AssetWorks. We believe that our size and financial resources as well as our track record of quality in asset valuation provide the assurance you need to rely on us.

Benefits	Features of the AssetWorks Solution
<p>Confidence In Results</p> <ul style="list-style-type: none"> ▪ Shorter Study Period ▪ Highly Reliable and Accurate Work ▪ Proper Stewardship of Assets 	<p>Highly Qualified Appraisal Staff</p> <ul style="list-style-type: none"> ▪ ASA Certified ▪ Experienced in Accounting and Insurance ▪ Over 5,000 Engagements Completed
<p>Guarantee of High Quality</p> <ul style="list-style-type: none"> ▪ All Work Reviewed ▪ Will Correct Problems, If Any Occur ▪ Minimized Rework 	<p>Aggressive Quality Control</p> <ul style="list-style-type: none"> ▪ Corporate Philosophy—Quality First, Profitability Second ▪ Regional Manager Charged with QC ▪ Annual Client Survey
<p>High Value-Added Software</p> <ul style="list-style-type: none"> ▪ Reduces Costs—Allows Annual Asset Updating ▪ Reduces Rogue Purchasing ▪ Has Numerous Standard Reports ▪ Training and Technical Assistance 	<p>AssetMAXX System</p> <ul style="list-style-type: none"> ▪ Perpetuation Capability ▪ Tracks All Assets and Locations ▪ Complies With GASB 34 ▪ Standard and Ad Hoc Reports ▪ Covers Buildings For Insurance Purposes
<p>Strong Financial Partner</p> <ul style="list-style-type: none"> ▪ Strong Finances Support Guarantee of Quality ▪ Can Have Confidence in Company Commitments 	<p>Publicly Traded Company</p> <ul style="list-style-type: none"> ▪ High Integrity, Public Company ▪ Open Books/Open Disclosure ▪ In Business For 21 Years

1.3 EXPERIENCED PERSONNEL

The core of our success is our dedicated and qualified personnel. Our asset services professional staff is comprised of consultants possessing backgrounds in a wide range of specialties, including architecture, engineering, construction estimating, accounting, real estate, finance, and business management. Members of our staff maintain affiliations with various professional associations focusing on the American Society of Appraisers (ASA).

AssetWorks has a unique combination of highly skilled professionals and cutting edge technology that allows us to assess, execute, and support each client's specific valuation requirements in a professional, timely, and cost effective manner. The increased reliance on modern information technology (versus manual processes) was a core component of the reengineering of our Asset Valuation Practice. AssetWorks has the information technology to enable the development of software applications built specifically to support asset valuation and management.

2. CONTACT INFORMATION

To ensure mutual success, AssetWorks designates an empowered contact person who also serves as your Partnership Manager.

2.1 CONTACT PERSON PROFILE

Mr. Eric Scapillato is the designated contact person who is authorized to contract for AssetWorks. He is also the designated AssetWorks Partnership Manager for this inventory and appraisal project.

The Partnership Manager is obligated to view the project from the client's perspective and make sure that AssetWorks always acts in the interest of the client, consistent with the terms of the contract. The Partnership Manager has the authority to make decisions and command resources beyond the project at hand. The goal is to establish loyalty and build a long-term, successful relationship.

Specific responsibilities of Mr. Scapillato, as the AssetWorks Partnership Manager, include the following:

- Works with the Project Manager to assess operational procedures, organizational structure, strategy, and budget issues.
- Provides direct corporate oversight and responsibility for the project. This ensures that the base and history of the corporate experiences are available to you so that the procedures and materials used to build on the best practices of AssetWorks.
- Ensures that the quality of the project deliverables meet company requirements and standards. Every project plan is reviewed by the Partnership Manager prior to the start of the project

The Partnership Manager ensures that true partnership develops between AssetWorks and our clients – with the recognition that neither party can be successful if the other party is not successful.

Mr. Scapillato is well qualified to serve as the Partnership Manager. He is the AssetWorks Iowa State Regional Director and a former Lead Appraiser with our firm. His tenure at AssetWorks has included overall project management along with the planning and execution of numerous property appraisals and capital asset accounting studies for numerous entities across the United States.

CONTACT DATA

Eric Scapillato
800-876-0363 x1331
518-598-4836 (cell)
Eric.Scapillato@assetworks.com

3. PROJECT SCOPE AND WORK PLAN

3.1 PROJECT APPROACH

Project 'Kickoff' Meeting

Our project team will hold a comprehensive project-planning meeting with your representatives in advance to the start of the fieldwork. We advise that members of the administrative staff or other directly involved personnel attend this meeting.

Topics of discussion include confirmation of project scope and time frames, clarification of assets to be verified, the physical inventory schedule, accessibility to buildings, contact person at each building or location, and the availability and use of original purchase records. Assignment of database code numbers and associated descriptions for locations, buildings, and classification codes are also discussed. The meeting lays the foundation for the methods and procedures used in perpetuating records upon completion of the inventory and delivery of the reports.

Client Staff Expectations

AssetWorks believes that clients retain our services with the expectation that AssetWorks staff, as paid professionals and consultants, will perform the necessary tasks in a high quality manner to successfully complete the project on time. We do, of course, view our clients as active participants and anticipate their assistance with the following:

- **Pre-Project Planning and Announcement** – AssetWorks will identify key items to have prepared for the project kickoff meeting. We ask that you prepare a memo for staff members to announce the project and give the general purpose and time frame.
- **Transfer of Existing Capital Asset Records** – AssetWorks will utilize existing records as provided. We request that a copy of the most updated capital asset data be provided to us in advance to the start of the project fieldwork. Additionally, our staff will request copies of last year's audited financials to assist in reviewing asset totals.
- **Access to All Sites** – AssetWorks appraisers will be granted access to all sites and buildings based on a mutually agreed upon appraisal schedule.

Project 'Kickoff' Meeting

Upon completion of the on-site investigation, the AssetWorks project manager will conduct a final closeout meeting with your staff. The focus is to ensure that all sites and properties have been accounted for and to answer any questions that you might have. This is also the time at which your staff should ensure that they have transferred all client supplied data to the project manager. Later delivery of data could delay final report processing.

3.2 INVENTORY & VALUATION SERVICES & PROCEDURES

Buildings & Structures

The buildings/structures subject to our survey will be carefully inspected and measured. AssetWorks appraisers will independently calculate the square foot area of each building appraised through the review of "as-built" blueprints or physically measuring each building. Building photographs will be prepared for each structure to become part of our proof-of-loss documentation, in addition to assisting with the valuation efforts. A description for each building will be developed and recorded, depicting construction type and materials utilized.

Primary Construction, Occupancy, Protection, and Exposure (COPE) data include:

- | | |
|---------------------------|--------------------------------|
| a) Occupancy Type | j) Construction Date |
| b) Construction/ISO Class | k) Heating/Cooling Systems |
| c) Framing | l) Electrical |
| d) Roofing | m) Plumbing |
| e) Ceiling | n) Elevators |
| f) Exterior Walls | o) Identify Protection Systems |
| g) Square Footage | p) Additional Features |
| h) Foundation/Footings | q) GPS Coordinates |
| i) Condition | r) Flood Zone Classifications |

During the office valuation portion of the engagement, property exclusions (those items not typically covered by an insurance policy) will be segregated to properly report the site preparation and excavation, footings and foundations, and a portion of plumbing costs (below grade).

Construction/ISO Classifications

In addition to the analysis of individual building components, construction classes will also be recorded. ISO classes 1-6, as defined by the Commercial Fire Rating Schedule (CFRS) are defined in terms of the Marshall and Swift construction classes as follows:

Red Oak Community Schools

<u>ISO Class</u>	<u>M&S Class</u>	<u>Description</u>
1	D	Frame/Combustible
2	C	Joisted Masonry
3	S	Noncombustible
4	C	Masonry Noncombustible
5	A	Modified Fire Resistive
6	B	Fire Resistive

Capital Improvements

In addition, capital improvements that extend the useful life of a building (i.e.; roofing projects, energy projects, remodeling, replacing major building components) should be capitalized and become a part of the statement of assets for purposes of complying with GASB 34. To ensure that these assets are recognized and recorded, AssetWorks will document recent capital project data. This information will include:

- a) Project Description
- b) Project Cost
- c) Year Completed
- d) Funding Source

Machinery, Furniture, and Equipment

A detailed inspection and field inventory will be conducted at all District owned buildings, identifying each asset by location, building and room. All assets included in our inventory and appraisal will be recorded and categorized by major account. This segregation of items will assist in reporting asset valuation totals for capital asset reporting formats. Our appraisers will utilize handheld computers equipped with laser scanners to document the required information for each asset where available:

- a) Asset Identification Number
- b) Description
- c) Quantity
- d) Acquisition Date
- e) Manufacturer
- f) Model
- g) Serial Number
- h) Asset Account
- i) Building
- j) Site/Location
- k) Room/Sublocation
- l) Historical (and Replacement) Costs
- m) Miscellaneous/User Defined (i.e. old tag#)
- n) Funding, Department and Program Source*
- o) Normal Useful Life
- p) Accumulated Depreciation

*Fund, Department and Program numbers will be included with the assistance of your personnel.

AssetWorks appraisers will apply barcode tags to each asset and enter the tag numbers along with all corresponding asset information into the database. Tags will be applied in a consistent location on like items, enabling ease of future re-inventory efforts. Our base fee includes the cost of all tags necessary for the initial inventory.

- **Fixed Assets** – All assets with an original cost of \$500 or more will be tagged, inventoried and identified individually. AssetWorks will depreciate all items over \$2,500.

3.3 VALUATION METHODOLOGY

The offsite valuation portion of the project entails the research and calculations necessary to formulate both historic and/or replacement costs. The project manager and quality control supervisor work hand-in-hand to ensure the integrity of the data. The focus is on completeness, accuracy and proper formatting of all data prior to final processing and delivery.

Our investigation of the property will follow generally accepted appraisal techniques and will include the use of specific techniques necessary to develop valid and acceptable original cost and date of acquisition for each asset. This includes use of the straightline method of depreciation. We will determine original cost by using the following costing methods:

- The **Direct Costing** method will be used where historical data is readily available from District records. The actual purchase cost and acquisition date will be maintained for those assets. While AssetWorks is not proposing a detailed line-by-line reconciliation, our staff will work with records as provided by the District to tie back original cost and dates of acquisition on the more material and recent acquisitions.
- The **Standard Costing** is used when inventoried property units/groups not reconciled to a historical record receive an estimated cost, where possible, based upon a standard cost (a known average installed cost for a like unit) at the estimated acquisition date.
- The **Normal Costing** method will be used where no historical information is readily available. These assets will be valued on a current basis and back-trended to an estimated date of acquisition to estimate the original cost. During the costing and valuation procedures, all items will be assigned a useful life. The useful life of an item will determine its approximate replacement year.

During the course of the valuation research, our appraisers will examine all assets to determine date of acquisition, and replacement cost new, defined as follows:

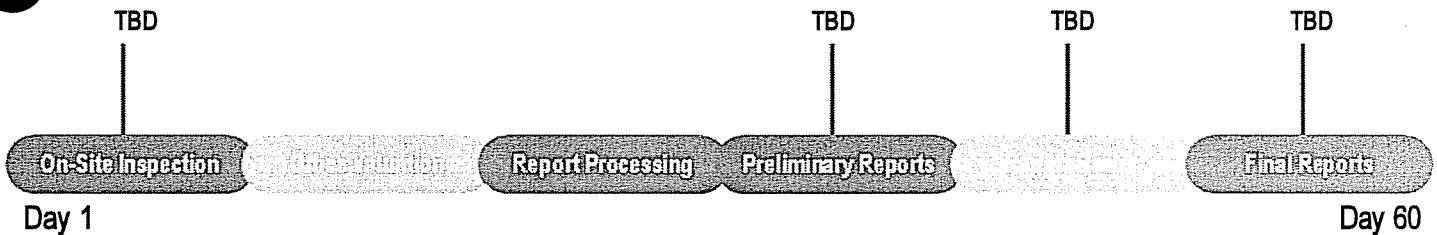
- **REPLACEMENT COST NEW** is the amount required to reproduce property in like utility and function, in

accordance with current market prices for materials, labor, equipment, contractor's overhead, profit and fees, but with no provisions for overtime or bonuses for labor and premiums for material or equipment, based upon replacing the entire property at one time.

- **ORIGINAL COST** is the amount originally paid to acquire the asset, including such cost as set-up charges; transportation; taxes; engineering and architectural fees; and title insurance. If an asset was donated or bought for a nominal sum, GAAP requires that the asset be accounted for at market value as of the date of acquisition.

3.4 PROJECT SCHEDULE & PROPOSED TIMELINE

AssetWorks' automated approach and depth of experienced staff qualify us to complete all phases of this project in a timely fashion. Upon receipt of your authorization, AssetWorks will arrange a mutually agreeable schedule for the project planning meeting and our on-site inspection. Our proposed timeline is as follows:



4. DELIVERABLES

Added quality control waypoints include the issuance of preliminary reports prior to final report distribution and optical electronic report for future perpetuation.

4.1 PRELIMINARY REPORTS

Draft Summary and detail reports will be sent via email in .pdf format for review. Our clients have two weeks from the point of issuance to determine acceptability of the final data. Upon acceptance, AssetWorks will then prepare and deliver final reports in electronic and hard-copy format.

4.2 FINAL REPORTS

The final reports will be presented in an easy-to-read format. Detail as well as summary reports are included in the final product. A narrative section that will certify our inventory and valuation and document our procedures will precede your reports. Your reports will include:

Accounting Reports

- Accounting Summary Report Sorted by Fund, Asset Type
- Accounting Detail Reports Sorted by Fund, Location
- Current Year Depreciation Summary by Program
- Accounting Summary report Sorted by Category

Insurance Reports

- Insurance Summary
- Insurance Detail

5. OPTIONAL SERVICES

5.1 ONSITE FIXED ASSET REINVENTORY UPDATE SERVICE

Our in-house appraisers will conduct an onsite inspection to re-inventory all tagged (\$500 threshold) fixed assets. Machinery, Furniture and Equipment at all the same District locations will be completely re-inventoried with each asset addition to be properly recorded in our database with the appropriate coding. Barcode labels will be applied to all assets that have not previously been tagged.

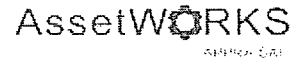
Upon completion of the field re-inventory, AssetWorks will perform a computerized data match of the re-scanned data and the previous database. Assets that match electronically will be reconciled to the old cost, date and fund information.

AssetWorks will provide the District with revised/updated standard reports along with activity reports reflecting additions, transfers and retirements.

6. TERMS & CONDITIONS

- 1) AssetWorks shall provide guidance to the District in determining the data required for purposes of the contemplated services. The District further agrees to provide all data specifically requested, including documentation and information to AssetWorks in a timely manner. AssetWorks shall assume without incurring liability therefore, that all data so provided is correct and complete.
- 2) In the event that the District provides additional an/or corrected data, documentation and information at a later date, AssetWorks' efforts with respect to such additional and/or corrected data, documentation and information shall be deemed additional services and compensated in addition to the fees set forth herein based on applicable hours, professional fees and expenses.

- 3) The District acknowledges project completion upon delivery of final reports. Final report delivery occurs only upon either acceptance of the preliminary reports data by the District or upon the passing of the two-week (10 business days) period of time after preliminary report delivery, whichever comes first.
- 4) The fees proposed in this contract are valid for a period of 90 days.
- 5) To the extent a claim is not covered by the required insurance, each party agrees that each party's total liability for any and all damages whatsoever arising out of or in any way related to this Agreement from any cause, including but not limited to negligence, errors, omissions, strict liability, breach of contract or breach of warranty shall not, in the aggregate, exceed the total amount of this Agreement. To the extent a claim is covered by the required insurance, each party's total liability will be limited to the amount of required insurance.
- 6) District and AssetWorks shall each retain ownership of, and all right, title and interest in and to, their respective pre-existing Intellectual Property, and no license therein, whether express or implied, is granted by this Agreement or as a result of the Services performed hereunder. To the extent the parties wish to grant to the other rights or interests in pre-existing Intellectual Property, separate license agreements on mutually acceptable terms will be executed.
- 7) AssetWorks will invoice for 70% of fees during the fieldwork portion of the project with the final contract amount invoiced with our final reports. Invoices are due within 30 days of receipt, and past due amounts may be subject to late fees of 1 ½ percent per month.



Red Oak Community Schools

7. PROJECT FEES & AUTHORIZATION

Please return a copy of this executed agreement to the attention of the undersigned via fax at 518-541-3672 and the original project fees page mailed back to this office. All professional fees outlined below are in US Dollars and include out-of-pocket expenses. All appraisal fees are contingent based on the total number of buildings appraised. The TOTAL investment is as follows:

Professional Appraisal Services Fees

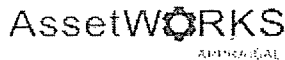
- Inventory Services Utilizing a \$500 Tagging Threshold \$ 6,400

Optional Services

- Excel Data File \$ 500
- Updated Fixed Asset Re-Inventory in 2013 \$ 5,400

RESPECTFULLY OFFERED BY:

ACCEPTED BY:
Red Oak Community Schools



Signature

Name

Eric Scapillato

Title

Regional Director

November 2, 2010

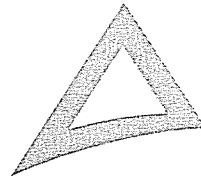
Date

Ed Oak Community Schools

Exhibit A
District Locations

<u>Building</u>	<u>Square Feet</u>
‡ High School	73,800
‡ Middle School	63,900
‡ Washington Intermediate	26,500
‡ Inman Primary	64,830
‡ Webster Admin.	11,400
‡ Bus Office	400
‡ Athletic Field House	2,130
‡ Technology Building	9,000

‡ Approximately 252,060 total square feet.



**American
Appraisal**

RED OAK COMMUNITY SCHOOL DISTRICT
Red Oak, Iowa



Proposal to Provide Fixed Asset Inventory and Appraisal Services
November 2, 2010

Submitted by:

Brian Roe
Vice President & Senior Managing Director

American Appraisal

801 Warrenville Road

Lisle, IL 60532

Phone: (630) 541-4650

Fax: (630) 541-4660

broe@american-appraisal.com

Leading / Thinking / Performing



Leading / Thinking / Performing

November 2, 2010

Ms. Shirley Maxwell
Business Manager/Board Secretary
Red Oak Community School District
904 Broad Street
Red Oak, IA 51566

Re: Fixed Asset Inventory and Appraisal Services

Dear Ms. Maxwell:

American Appraisal ("American Appraisal") is pleased to provide this proposal for professional valuation consulting services. Our proposal includes a description and explanation of the scope of the appraisal, our methodology, the deliverables, project timing and professional fees along with our professional qualifications.

SCOPE OF SERVICE

Nature of Service

The purpose of our work will be to develop a comprehensive report covering the fixed assets of Red Oak Community School District (the "School District") for assistance in complying with the reporting requirements of Governmental Accounting Standards Board's (GASB) Statement No. 34. Additionally, American Appraisal will develop current property insurance values.

Project Inclusions

The fixed assets to be included in this engagement are located in nineteen (19) School District-owned buildings, as reported by the School District. The property includes in list in **Exhibit C** with a total of 81,903 square feet of space. The facilities include fixed assets, which comprise typical educational occupancies.

General assets included in the development of the comprehensive fixed asset model include:

- Buildings – will be carried over at client reported cost for accounting purpose
- Land Improvements – will be carried over at client reported cost for accounting purpose
- Moveable Equipment

Project Exclusions

Excluded from the services provided by this proposal are:

- Infrastructure
- Land
- Assets Below the Capitalization Threshold
- Leased Equipment – Operating
- Assets in or at locations that are considered as not easily accessible or identified locations within the proposal
- Personal Property of Employees or Others
- Vehicles
- Supplies/Expendable Inventories
- Historical Treasures

When equipment is not easily accessible, we will consult with you to gather the information, or the assistance, needed to perform American Appraisal's inventory.

If desired, library books, radios, computer software, fine arts and historical treasures, and licensed vehicles can also be incorporated into the record, based on information supplied by the School District. This information must be provided to American Appraisal during the initial field inspection to be included in the reports. We will not inspect, tag or value any of the Special Assets identified by the School District.

EFFECTIVE DATE OF THE APPRAISAL

The effective or "as of" date of the appraisal for accounting purposes will be June 30, 2011 on this project, unless otherwise advised by the client. For insurance purposes the effective or "as of" date will be the last day of field work.

PREMISE OF VALUE

The premises of value, as well as certain related valuation terms, are defined as follows:

- **Cost of Reproduction New (For Insurance Purposes Only)** - The amount required to reproduce a duplicate or a replica of the entire property at one time in like kind and materials in accordance with current market prices for materials, labor, and manufactured equipment, contractors' overhead and profit, and fees, but without provision for overtime, bonuses for labor, or premiums for material or equipment. In insurance industry terminology, cost of reproduction new, as defined above, is synonymous with the insurance industry phrase, "replacement cost."

- **Historical Cost** - The actual cost of a property to the present owner - the cost as of the date the property was first constructed or originally installed. When historical cost is provided in a usable format, it will be included. When this information is not readily available, American Appraisal will estimate the original cost by applying reverse inflation indices to the cost of reproduction new.
- **Estimated Original Cost** - The estimated original cost of the property in accordance with costs as of the actual or estimated date the property was first constructed, originally installed, or purchased.
- **Direct Costing** - Additional research into the historical cost documented as provided by the School District in a readily available and useable format, in the School District's property records for the original construction, improvements and betterments.
- **Normal Costing** - Estimated cost based on the cost of reproduction new indexed by a reciprocal factor of the price increase from the appraisal date to the actual or estimated acquisition date.
- **Acquisition Date** - When readily available, we will use the actual acquisition date of the property. In the absence of readily available information, the acquisition date will be estimated based upon American Appraisal's knowledge of the property type and its condition.
- **Estimated Life** - An estimate will be made of the useful life of each unit-controlled asset and each group-controlled asset. The matter of historical lifing practice versus estimated actual lives will be discussed during the planning meeting and an acceptable approach will be developed.
- **Accumulated Depreciation** - Will be based on the asset's cost, acquisition date and the estimated useful life utilizing the straight-line basis of depreciation. Useful lives will be based on information provided by the School District or industry standards.
- **Insurable Value (For Insurance Purposes Only)** - Cost of reproduction new (replacement cost) as of the appraisal date will be used as a basis for insurable values for all controlled property.

VALUATION APPROACH

One or more of the cost, market and income approaches to value are typically used when appraising tangible assets. Given that Red Oak Community School District requires an estimation of insurable value, we will rely solely on the cost approach.

The cost approach recognizes that the value of an asset may be represented by the cost to reconstruct or reproduce it with another of like utility. These costs reflect current market prices for labor, materials and manufactured equipment, inclusive of freight and installation.

Sources of information that may be relied upon to estimate costs include:

- Manufacturers' price lists, catalogs and quotes;

- Distributor and supply-company catalogs;
- Consulting, cost engineering and cost estimating manuals and handbooks;
- Technical and pricing subscription services and pricing guides; and
- Any contract documents or invoices that you might supply.

In accordance with the USPAP guidelines, all basic approaches to value will be considered; however, because the purpose of our investigation will be to express an opinion on the existence and the historical cost, accumulated depreciation, and cost of reproduction new of the subject assets for financial reporting, insurance placement, and risk management purposes, it will be considered appropriate to rely solely on the cost approach.

METHODOLOGY

Buildings

The appraisal will include an inspection of all School District-owned buildings. The inspection will include a tour of the premises, the recognition and recording of various components of construction, measuring and photographing the buildings and preparing an inventory of the fixed equipment. Site maps will be requested to assist the appraisal team in determining the identification and location of buildings.

Upon the completion of the building inspection, the buildings will be compared to your current property records to assure the consistency in data elements such as date and cost of original construction, as well as any significant renovations and additions or improvements to the designated buildings. Individual buildings where this information is not provided will be estimated utilizing accepted appraisal procedures.

For accounting reports, buildings will be included based on historical information supplied by the School District. Requested information includes date and cost of original construction, as well as any significant renovations and additions or improvements to owned buildings.

The methodologies to be utilized to assign a cost and depreciation for each building will be Direct and Normal Costing, as defined within the costing methodology section of this proposal.

Moveable Equipment

A detailed inventory of moveable equipment will include a physical inspection of all owned equipment with a unit cost in excess of the \$2,500 capitalization threshold for inventory purposes. Floor plans will be required to assist the inventory team in assuring that no areas are missed.

American Appraisal has attached an order form (Exhibit B) for the School District to order the bar code tags directly through ParCode. American Appraisal's Project Manager will confirm the School

District has received the tags prior to the start of our fieldwork. The School District will be responsible for ordering, receiving and payment of bar code tags, unless otherwise noted.

It is important to note that we will not be performing a detailed reconciliation to the School District's existing fixed asset ledger.

Land Improvements

While inspecting site structures, we will also conduct an inventory of site/land improvements and miscellaneous structures. Pertinent data regarding assets in these categories, i.e. paving, lighting, fencing, athletic field improvements, below grade data communication systems, etc, will be recorded to permit assignment of value.

RESPONSIBILITIES

The School District's Responsibilities

- Confirm the list of all property to be included in the assignment, along with physical location/street address, on-site property contact / department liaison, and telephone number.
- Identify a representative of the School District to serve as the primary on-site contact and liaison between the School District and American Appraisal.
- Provide copies of any prior fixed asset listings, in hard copy and electronic media.
- Provide complete and open access to all designated areas including security escorts for security-sensitive areas.

American Appraisal's Responsibilities

- Develop a project work plan prior to commencement of our field investigations.
- Conduct an inventory of the assets, collecting the following data elements:
 - Asset Location
 - Building Identification
 - Department Number
 - Asset Number
 - Asset Account Code
 - Asset Classification Code
 - Function Code
 - Quantity
 - Asset Description
- Prepare final reports.

- Provide status reports as to our progress, or challenges, incurred throughout the study from start to delivery.

PROJECT TEAM

Professionals assigned to this project will involve several levels of management: executive review, project manager, contract manager, and the appraisal staff:

The project staff will include Bradley Schulz, ASA, Senior Manager, as the Project Executive and Brian Roe, Senior Managing Director/ Vice President as Contract Manager.

These professional staff members will have overall responsibility and are key personnel to the successful completion of the assignment. Specific appraisal staff assignments may vary depending upon current availability at the time of the authorization to proceed with this project. An outline of American Appraisal's Qualifications is included as Exhibit A.

DELIVERABLES

The School District will receive a full complement of reports with one hard copy and a .PDF file.

Summary Appraisal Report - American Appraisal will provide the School District with a Summary Appraisal Report, in accordance with the reporting requirements set forth by the Uniform Standards of Professional Appraisal Practice ("USPAP"). The report will present only summary discussions of the data, reasoning, and analyses used in the appraisal process to develop American Appraisal's opinion of value. Supporting documentation concerning the data, reasoning, and analyses will be retained as a part of the work papers. American Appraisal is not responsible for unauthorized use of its report.

Fixed Asset Accounting Summary Report - The standard Fixed Asset Accounting Summary Report displays description of fields being summarized, original cost, accumulated depreciation, net book value, annual depreciation, projected provision, by account.

Fixed Asset Accounting Ledger Report - The Fixed Asset Accounting Ledger Report will include all capital assets with a unit cost in excess of the School District's capitalization threshold of \$2,500 and the related historical cost/estimated original cost, accumulated depreciation, and current depreciation data for financial reporting purposes. This information will be sorted and reported upon by account.

Property Insurance - Statement of Insurable Values - The standard Property Insurance - Statement of Insurable Values Report displays description of fields being summarized, and cost of reproduction new.

Detailed Listing of Insurable Values - The standard Detailed Listing of Insurable Values displays asset tag number, class code, quantity, description, manufacturer's name, model number, serial number, and cost of reproduction new. This information will be sorted and reported by location.



OPTIONAL SERVICES

Data Diskette

The capital asset data file can be reformatted for a spreadsheet or database application (such as Software Unlimited, Excel, Lotus 123, Access, dBASE, FoxPro, Paradox) for the client upon request.

Annual Updating – Property Record Outsourcing Service

In order to protect the initial investment in an inventory and appraisal, the Client may wish to employ American Appraisal Property Record Outsourcing Service (PROS). For this service the Client supplies property changes such as additions, deletions, retirements, transfers, etc to American Appraisal on an annual basis, usually by electronic transfer. American Appraisal's full time PROS staff then provides the Client with a fully-updated report within approximately 45 days of receipt of the changes from the Client.

TIMING

Upon receipt of your signed authorization, American Appraisal will work closely with the School District to establish project start, field work and report delivery schedules to meet your reporting requirements.

FEE

The scope of our work and resultant fee estimate reflects our expectations regarding the complexity of the Valuation, as well as the information that Red Oak Community School District will make available to us. Our fee for this engagement is as follows, including expenses:

Primary Service

Fixed Asset Appraisal of Moveable Equipment
at the \$2,500 threshold for accounting purpose \$3,100

Optional Services

Buildings, Land Improvements, and Moveable Equipment Appraisal for
insurance purpose \$2,700

Cost of Bar Code Tags See Exhibit B

Copy of Data on Diskette
(Software Unlimited, Access, ASCII flat file, dBASE, Excel, Lotus) Included in Primary Fee

Property Records Outsourcing/(FY 2012) \$950

November 2, 2010



The fee quotation is based on our current understanding of your requirements and the Engagement scope. The School District and American Appraisal will mutually revise the fee to reflect any changes in services.

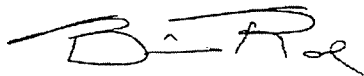
Fees do not include any applicable excise, sales, use or value added taxes. All such taxes shall be the responsibility of the School District and will be added to the School District's invoice if American Appraisal pays these taxes on the School District's behalf.

American Appraisal's compensation is not contingent in any way upon its opinions or conclusions, or upon any subsequent event related to those opinions or conclusions.

NEXT STEPS

We will require a fully executed Letter of Engagement between American Appraisal and the client of record to begin work on our appraisal. Should the services as described in this proposal correctly reflect your understanding approval of the project, please contact Brian Roe at (630) 541-4650 x213 and we will issue a Letter of Engagement authorizing American Appraisal to proceed.

Respectfully submitted,



Brian Roe
Vice President & Senior Managing Director

BAR/jp

Exhibit A

American Appraisal's Qualifications

OUR QUALIFICATIONS

American Appraisal is a unique valuation resource. Our 750 consultants are located in major financial cities throughout Asia, Europe and North America. Valuation and advisory services are our only business. We are employee owned, and we have been since 1896. For you, that means greater objectivity. Our reputation for impartiality is why our valuations are accepted by the world's most discerning regulatory, judicial and taxing authorities. Financial institutions, boards of directors and stockholders have looked to us for more than 110 years.

American Appraisal provides expertise in all classifications of tangible and intangible assets. Our portfolio of services focuses on four key competencies:

- Valuation
- Transaction Consulting
- Real Estate Advisory
- Fixed Asset Management

We have been in the valuation business for more than 110 years, and it is tempting to say that we have experience in all market sectors and all classifications of tangible and intangible assets. Our experience is both deep and broad, reflecting the demands of the international marketplace.

Globally, our recent experience encompasses the following market sectors:

- Basic Materials
- Consumer Products
- Educational Institutions
- Financial Services
- Government & Public Sector
- HealthCare
- Industrial Products
- Services
- Technology

Our consultants' experience in these sectors ensures familiarity with your industry's particular challenges and cycles. Your staff will not need to bring us up to speed. We will make sure that you benefit from our years of experience.

We are proud to have been instrumental in creating the standards by which valuations are judged. Throughout our history, our consultants have occupied the most senior positions within the Appraisal Foundation, Appraisal Issues Task Force, Appraisal Standards Board and the American Society of Appraisers.

Red Oak Community School District has our guarantee of a professional, independent and impartial valuation.

Exhibit B

ParCode Order Form



American Appraisal

ParCode
PAR CODE SYMBOLOGY INC

119 Harrison Avenue
Roseland, NJ 07068
Phone: (973) 618-0550, Fax (973) 618-9901
email: krys@parcode.com

BAR CODE LABEL ORDER FORM

To place an order, email to Krystyna Olsiewicz at krys@parcode.com or fax to (973)618-9901.

Date:	<input type="text"/>	Client PO #:	<input type="text"/>
Ordered by:	<input type="text"/>	American Dept #:	<input type="text"/>
Phone:	<input type="text"/>	Appraisal Use Contract #:	<input type="text"/>
Client Name:	<input type="text"/>		

SPECIFICATIONS

Wording to appear on tag:

Line one:
 Line two:

Number of Tags:	<input type="text"/>	Starting #:	<input type="text"/>
Number of digits:	<input type="text"/> (standard 5 or 6)	Ending #:	<input type="text"/>

Date Needed:	<input type="text"/>	Time Needed:	<input type="text"/>
--------------	----------------------	--------------	----------------------

Item #: LTF2010SP004



1" x 2" laminated polyester labels

Qty	Price	Qty Ordered	=	Total
1,000 - 2,499	\$0.18 x	<input type="text"/>	=	<input type="text"/>
2,500 - 4,999	\$0.08 x	<input type="text"/>	=	<input type="text"/>
5,000 - 9,999	\$0.065 x	<input type="text"/>	=	<input type="text"/>
10,000 & up	\$0.06 x	<input type="text"/>	=	<input type="text"/>

If you have received a quote from Par Code on another Item # with different pricing, enter here:

Item #	Price	Qty	=	<input type="text"/>
--------	-------	-----	---	----------------------

Freight Charges:	=	<input type="text"/>
------------------	---	----------------------

GRAND TOTAL:	=	<input type="text"/>
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Ship to: American Appraisal Client
 Attention _____
 Company _____
 Address _____
 City _____ State _____ ZIP _____
 Phone _____

Bill to: American Appraisal Client
 Attention _____
 Company _____
 Address _____
 City _____ State _____ ZIP _____
 Phone _____

NOTES

Referral by: American Appraisal

Exhibit C

Property Schedule

<u>Building Name</u>	<u>Square Footage</u>
Webster Administration	11,711
Bus Office	400
Bus Shed	64
Bus Shed	84
Bancroft Elementary	10,034
Inman Primary	63,949
Washington Intermediate	23,850
Middle School	65,086
Outdoor Freezer	114
High School	73,200
Technology Center	30,694
Concession Stand	1,196
Tennis Shed	159
Storage Shed	91
Dugouts (2)	518
Storage Shed	216
Outdoor Freezer	394
Silo Storage	<u>143</u>
Total	281,903

Item 6.2.8 Personnel Program: Employee Handbook Development and Review of
Job Descriptions for the High School Leadership – Lee Fellers

*[Board Goals Reference: District Goal for Personnel: Develop and implement a
district-wide personnel handbook for better communication and understanding.]*

BACKGROUND INFORMATION: Board President Lee Fellers requested the
two items be placed on the agenda for discussion:

- Employee Handbook Development

and

- Current job description for Associate Principal and Director of Activities

Enclosed is the job description used for Dean of Students / Director of Activities.
The actual job description is written for an Associate High School Principal /
Director of Activities. It was used as a guide to employ the current Dean of
Students and AD.

SUGGESTED BOARD ACTION: (to be determined)

JOB DESCRIPTION

- Position Title:** Associate High School Principal/Activities Director
- Qualifications:** Masters Degree (minimum) earned or in the process
Familiarity with school laws, policies, educational research and programs
Familiarity with the guidelines and policies of the IHSAA and IGHSAU
Exemplary leadership abilities
Computer skills and the ability to use Word, Outlook, Excel, and Publisher
- Licensure:** Iowa Administrative license with endorsement as secondary principal and/or Iowa Evaluator approval (since January, 2003)
- Experience:** Experience in school administration preferred but not required
Classroom teaching experience required. Secondary teaching experience preferred
- Reports to:** High School Principal; Superintendent of Schools
- Supervises:** Licensed personnel and support staff personnel assigned to the High School, and High School and Middle School coaches
- Consults with:** Superintendent, Other District Principals, Business Manager, Curriculum Director, High School Licensed and Support Staff, Coaches, Parents, and Students
- Job Goal:** The Associate Principal shall be directly responsible to the high school principal and shall act in the capacity of administrative assistant in close cooperation with the needs of the office. As Activities Director he/she shall work in cooperation with the principals and other administrators in the coordination and administration of activity events. The principal/AD will:
(a) Actively participate as a member of the administrative team; (b) Actively assist the Boards of Directors and the district at large in the formulation of district and board goals and then will, by action and words, support those goals; (c) Prioritize district and student concerns over the interests of other factions within the district; and (d) Will serve as an educational leader to the staff under his/her direction.

Position Responsibilities:

1. Assist in the supervision of classroom instruction, including classroom observations, conferences, and teacher evaluation as needed and required.
2. Act as liaison to assigned departments.
3. Assist in evaluating and improving school programs.
4. Assist in the selection of faculty and support personnel.
5. Serve as a member of the faculty advisory council.

6. Cooperate with outside agencies in response to student needs.
7. Assist in supervising various school programs and extracurricular activities.
8. Maintain an open line of communication with staff members.
9. Assist the principal in maintaining student discipline. Conduct conferences with students, parents, and both as required to resolve student-teacher concerns or student discipline problems.
10. Assist in coordinating and directing the certified and supportive personnel in lunchroom supervision, hall supervision, and outside supervision during lunch.
11. Assist in supervising the reporting and monitoring of student attendance policies and procedures, and work with the principal and attendance clerk for investigating follow-up.
12. Support special education programs through staffings and student referrals.
13. Assist development of curriculum and educational programs
14. Assist with student council.
15. Assist in the overall administration and operation of the school, and serve as principal in the absence of the principal.
16. Confer with the principal concerning any special occurrences.
17. Serve as a member of the Administrative team.
18. Perform other duties as assigned.

Responsibilities as Activity Director:

1. Inform the superintendent and the principal of the activities, problems and progress in the activities department.
2. Interpret and recommend action to comply with the conference and state activities department.
3. Organize, supervise, and administer the overall program of school activities, under the policies of the Board of Education as interpreted by rules and regulations of the administration.
4. Enforce the Board of Directors' Good Conduct Rule and eligibility policy for all participants in grades 7-12.
5. Assign staff to extra duties as defined in the master contract (clock, ticket takers, supervisors, etc).
6. Schedule high school and middle school athletics in accordance with policies set forth by the school district and the Iowa Athletic Associations.
7. Organize home athletic events to include: workers, scorers, facilities, equipment, officials, ticket-takers, custodians, etc.

8. Supervise home athletics that do not conflict with other duties, attend other activities as deemed appropriate, and make arraignment for substitute coverage when not available to supervise.
9. Arrange field and practice schedules.
10. Monitor athletic lettering, awards, and recognition programs.
11. Hire officials and issue contracts to them for the contests planned at the high school and middle school level.
12. Keep records of contest results and award winners.
13. Make required reports to state activities associations.
14. Make insurance available for students and activities participants.
15. Assure that athletic equipment is properly stored and inventoried by the head coach of each sport. Develop and update a replacement schedule.
16. After conferring with the head coach and activities supervisors, develop a budget for each activity.
17. Coordinate travel to and from contest sites and other school activities.
18. Arrange all details for visiting teams and participants.
19. Assure that all physicals and insurance waivers are on file prior to practice or participation.
20. Annually submit to the Superintendent a written performance evaluation of each head coach and assure that assistant coaches are evaluated by their head coach.
21. Assist the superintendent in the selection, interviewing and assignment of activities directors and coaches.
22. Serve as liaison to the booster organization and approve all requests from activity coordinators.
23. Foster good interpersonal relations among activity coordinators.
24. Oversee the current district coaching and activities handbook.
25. Work with other school districts to develop and implement activities schedules.
26. Recommend, in conjunction with building principals, activities policy and program changes essential to the objectives of the activities program.
27. Maintain open communication with the activity coordinators, staff, students, and community.
28. Control gate receipts and tickets at all activity events.
29. Give approval for facility usage as described in board policy. Coordinate practice, activities, and game schedules pertaining to facility usage with building principal.

Adopted 2/14/2005

30. Assume responsibility for cancellations of activities due to inclement weather. Those involved should be notified in a timely fashion.

31. Assume all other duties and responsibilities as assigned.

PHYSICAL REQUIREMENTS: Bending, carrying, climbing, driving, lifting, pushing-pulling, reaching, sitting, standing, walking.

WORKING CONDITIONS:

1. Include extremes of temperature and humidity.
2. Include determining whether or not weather conditions and/or road conditions are suitable for conducting classes in the absence of the superintendent.
3. Hazards include stairs and communicable diseases.

TERMS OF EMPLOYMENT: Salary and work year to be established by the Board.

EVALUATION: Performance of this job will be evaluated annually in accordance with provisions of the Board's Policy on Evaluation of Administrative Personnel.

The Red Oak Community School District is an Equal Opportunity/Affirmative Action Employer. The District does not discriminate based on gender, race, national origin, creed, age, marital status or disability and will provide reasonable accommodations to qualified individuals with disabilities.

Item 6.2.9 Personnel Considerations – Terry Schmidt

[Board Goals Reference: District Goal for Fiscal Health: Build on and enhance steps to gain greater financial health in the school district.]

BACKGROUND INFORMATION: Terry will provide an update on recruitment efforts for the following positions:

High School Assistant Principal

Mathematics – Grades 7 to 12

Social Sciences – Grades 6 to 8

Language Arts – Grades 6 to 8

Reading Specialist – Grades 6 to 8

Other items:

- Recent resignations (if any)
- Applications close for all positions on April 8
- Number of applications – an update will be provided following the second of three weekends of advertising

Potential reduction in professional positions – update, decision making, timelines

SUGGESTED BOARD ACTION: (to be determined)

Item 6.2.10 School Budget Document Review

– Business Manager Shirley Maxwell

[Board Goals Reference: District Goal for Fiscal Health: Build on and enhance steps to gain greater financial health in the school district]

BACKGROUND INFORMATION: Enclosed are documents for the board's review prior to the public hearing for the FY 12 school budget scheduled for Monday, April 11 at 6:15 p.m.

Shirley is available to answer any questions as needed or provide additional information as requested.

SUGGESTED BOARD ACTION: (none anticipated)

**NOTICE OF PUBLIC HEARING
PROPOSED RED OAK SCHOOL BUDGET SUMMARY
FISCAL YEAR 2011-2012**

Department of Management - Form S-PB-8

		Budget 2012	Re-est. 2011	Actual 2010	Avg % 10-12
Taxes Levied on Property	1	4,979,817	-4,964,923	4,292,812	7.7%
Utility Replacement Excise Tax	2	238,818	237,696	225,381	2.9%
Income Surtaxes	3	906,899	381,852	381,781	54.1%
Tuition\Transportation Received-	4	250,000	246,500	300,247	
Earnings on Investments	5	24,515	23,500	36,138	
Nutrition Program Sales	6	187,500	187,520	205,016	
Student Activities and Sales	7	243,000	243,000	242,838	
Other Revenues from Local Sources	8	1,188,400	1,201,483	1,019,533	
Revenue from Intermediary Sources	9	0	0	0	
State Foundation Aid	10	7,214,631	7,115,652	5,116,765	
Instructional Support State Aid	11	22,194	23,900	0	
Other State Sources	12	94,500	105,500	1,243,289	
ARRA Fiscal Stabilization (in formula)	13	0	131,050	590,298	
Title I Grants	14	281,500	335,269	274,904	
IDEA and Other Federal Sources	15	603,000	1,036,615	960,316	
Total Revenues	16	16,234,774	16,234,460	14,889,318	
General Long-Term Debt Proceeds	17	0	295,500	6,500,437	
Transfers In	18	839,880	801,027	815,069	
Proceeds of Fixed Asset Dispositions	19	1,500	6,300	16,473	
Total Revenues & Other Sources	20	17,076,154	17,337,287	22,221,297	
Beginning Fund Balance	21	1,934,901	2,337,855	2,007,289	
Total Resources	22	19,011,055	19,675,142	24,228,586	
*Instruction					
Student Support Services	24	385,000	365,000	424,490	
Instructional Staff Support Services	25	972,850	790,000	593,227	
General Administration	26	396,700	415,000	322,822	
School/Building Administration	27	750,000	700,000	673,347	
Business & Central Administration	28	220,000	215,000	171,851	
Plant Operation and Maintenance	29	1,550,000	1,555,000	1,090,627	
Student Transportation	30	904,500	828,100	388,818	
This row is intentionally left blank	31	0	0	0	
*Total Support Services (lines 24-31)	31A	5,179,050	4,868,100	3,665,182	18.9%
*Noninstructional Programs					
Facilities Acquisition and Construction	33	400,000	200,000	105,304	
Debt Service	34	839,880	805,763	7,304,010	
AEA Support - Direct to AEA	35	524,807	530,993	529,094	
*Total Other Expenditures (lines 33-35)	35A	1,764,687	1,536,756	7,938,408	-52.9%
Total Expenditures	36	17,509,837	16,934,478	21,075,662	
Transfers Out	37	839,880	805,763	815,069	
Total Expenditures & Other Uses	38	18,349,717	17,740,241	21,890,731	
Ending Fund Balance	39	661,338	1,934,901	2,337,855	
Total Requirements	40	19,011,055	19,675,142	24,228,586	

Proposed Tax Rate (per \$1,000 taxable valuation)

16.92027

Location of Public Hearing:

Date of Hearing:

Time of Hearing:

Sue Wagaman Board Room, 904 Broad
Street, Red Oak, Iowa

04/11/11

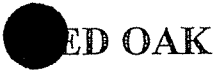
6:15 p.m.

xx/xx/xx

The Board of Directors will conduct a public hearing on the proposed 2011/12 school budget at the above-noted location and time. At the hearing, any resident or taxpayer may present objections to, or arguments in favor of, any part of the proposed budget. This notice represents a summary of the supporting detail of revenues and expenditures on file with the district secretary. A copy of the details will be furnished upon request.

**ADOPTION OF BUDGET AND TAXES
JULY 1, 2011-JUNE 30, 2012**

Department of Management - Form S-TX



District Number 5463

Total Special Program Funding

Instructional Support (A&L line 10.5)	097	746,175
Educational Improvement (A&L line 11.3)	099	0
Voted Physical Plant & Equipment (A&L line 19.3)	105	422,543

Special Program Income Surtax Rates

Instructional Support (A&L line 10.15)	096	11
Educational Improvement (A&L line 11.4)	098	0
Voted Physical Plant & Equipment (A&L line 19.4)	104	8

Utility Replacement and Property Taxes Adopted

		Utility Replacement AND Property Tax Dollars	Levy Rate	Property Taxes Levied	Estimated Utility Replacement Dollars
Levy to Fund Combined District Cost (A&L line 15.3)	1	3,550,447			
+Instructional Support Levy (A&L line 15.4)	2	43,107			
+Educational Improvement Levy (A&L line 15.5)	3	0			
	4				
	5				
+Cash Reserve Levy - SBRC (A&L line 15.9)	6	143,062			
+Cash Reserve Levy - Other (A&L line 15.10)	7	820,000			
+Use of Fund Balance to Reduce Levy (A&L line 15.11)	8	0			
=Subtotal General Fund Levy (A&L line 15.12)	9	4,556,616	14.78418	4,347,946	208,670
+Management	10	500,000	1.62228	477,104	22,896
+Amana Library	11	0	.00000	0	0
Voted Physical Plant & Equipment (Loan Agreement)	12	0			
+Voted Physical Plant & Equipment (Capital Project)	13	57,960			
=Subtotal Voted Physical Plant & Equipment	14	57,960	.18381	55,366	2,594
+Regular Physical Plant & Equipment	15	104,059	.33000	99,401	4,658
=Total Physical Plant & Equipment	16	162,019			
	17				
Reorganization Equalization Levy	18	0	.00000	0	0
Emergency Levy (for Disaster Recovery)	19	0	.00000	0	0
Public Education/Recreation (Playground)	20	0	.00000	0	0
Debt Service	21	0	.00000	0	0
GRAND TOTAL	22	5,218,635	16.92027	4,979,817	238,818

1-1-10 Taxable Valuation	WITH Gas & Electric Utilities	308,208,845	WITHOUT Gas&Elec	294,094,490
1-1-10 Tax Increment Valuation	WITH Gas & Electric Utilities	7,121,665	WITHOUT Gas&Elec	7,121,665
1-1-10 Debt Service & PPEL Valuation	WITH Gas & Electric Utilities	315,330,510	WITHOUT Gas&Elec	301,216,155

I certify this budget is in compliance with the following statements:

- The prescribed Notice of Public Hearing and Proposed Budget Summary (Form S-PB) was lawfully published, with said publication being evidenced by verified and filed proof of publication.
- The budget hearing notice was published not less than 10 days, nor more than 20 days, prior to the budget hearing.
- Adopted property taxes do not exceed published amounts.
- Adopted expenditures do not exceed published amounts for any of the four individual expenditure categories, or in total.
- Adopted property taxes meet the debt service and loan agreement needs identified on Form 703. Debt service levy for GO bond payments only.
- This budget was certified on or before April 15, 2011.

_____ District Secretary

_____ County Auditor

LONG TERM DEBT SCHEDULE
GENERAL OBLIGATION BONDS, REVENUE BONDS, LOANS, LEASE-PURCHASE PAYMENTS
RED OAK

	Project Name (A)	Amount of Issue (B)	Date Certified to County Auditor (C)	Principal Due FY12 (D)	Interest Due FY12 +(E)	Bond Registration Due FY12 +(F)	Total Obligation Due FY12 =(G)	Amount Paid from Other Sources & Fund Balance in Appropriate Fund -(H)	VPPEL Loan Paid by VPPEL Taxes or GO Bond Amount Paid by Budget Year Debt Service Taxes =(I)
(1)	All Voted PPEL Loan agreements on this line						0		0
(2)	All Other Long Term Debt Below this line								
(3)	Building Renovation	9,900,000	4/15/00	595,000	162,078	500	757,578	757,578	0
(4)	Bus Lease	295,504	8/4/10	69,119	13,183		82,302	82,302	0
(5)							0		0
(6)							0		0
(7)							0		0
(8)							0		0
(9)							0		0
(10)							0		0
(11)							0		0
(12)							0		0
(13)							0		0
(14)							0		0
(15)							0		0
(16)							0		0
(17)							0		0
(18)	Totals (Lines 3-17)			664,119	175,261	500	839,880	839,880	0

Item 7.0 Reports

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

7.1 Administrative Reports

(no reports were available at publication time)

7.2 Future Conferences, Workshops, Seminars

March and April:

31 - ABLE II Regional Workshop, Corning,
6:30-9 p.m.

31-Apr. 1 - IASBO Annual Spring Conference -
Scheman Building on ISU Campus, Ames

Subject: One to One Computing Conference

There is a free registration for the Iowa 1:1 Conference scheduled for Wednesday, April 20.

May:

3 - IASB School Law Conference, West Des Moines Sheraton, 8 a.m. - 4 p.m.

8-13 - Iowa School Board Recognition Week

7.3 Other Announcements – to be provided