

# **Red Oak Community School District**

2011 North 8<sup>th</sup> Street

Red Oak, Iowa 51566

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

## **Regular Board of Directors Meeting**

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

Monday, October 14, 2013 – 6:00 pm

Public Hearing: Instructional Support Levy – 6:15 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 Visitors and Presentations

*- Pg. 1*

- Theo Fundermann, Student Support Coordinator for Red Oak Schools

4.2 Good News from Red Oak Schools

4.3 Affirmations and Commendations

4.4 Correspondence

5.0 Consent Agenda

*2-3*

5.1 Review and Approval of Minutes from September 23 and 25, 2013

*4-9*

5.2 Review and Approval of Monthly Business Reports

*10-16*

5.3 Contract for Business Services: Kabel Business Services for Cafeteria Plan Administration

*17-26*

5.4 Personnel Considerations, Resignations and Recommendations

*27*

5.5 Open Enrollment Requests

5.6 Final Approval and Adoption of Board Policies as Revised

*28-41*

6.0 General Business for the Board of Directors

6.1 Old Business

- 6.1.1 Board of Directors Goals for Fiscal Years 2014 and 2015 – *42-46*  
Consideration of Final Language, Strategies and Timelines

6.2 New Business

- 6.2.1 Public Hearing: Iowa Code Sections 257.18 – 257.21: Instructional Support Program, Instructional Support Property Tax and Instructional Support Income Surtax *47-49*
- 6.2.2 Certified Enrollment Report – Review, Report, and Ramifications for FY 15 and Beyond – Presented by Business Manager Shirley Maxwell *50-52*
- 6.2.3 Parent – Teacher Conference Reports – School Administrators *53-57*
- 6.2.4 Review and Consideration of Board Policies *58-79*
- 6.2.5 School Security Facilities and Program Updates  
- Maintenance & Operations Director Pete Wemhoff and School Principals *80*
- 6.2.6 Propane Fuel Bid Results and Transportation Department Training  
- Transportation Director Carlos Guerra *81-82*
- 6.2.7 Winter Snow and Ice Treatment Bid Results  
- Maintenance & Operations Director Pete Wemhoff *83-85*
- 6.2.8 Consideration of Iowa Department of Education Program:  
Teacher Leadership and Compensation System *86*
- 6.2.9 ROHS – ROMS Wrestling Equipment Proposal and Bid –  
Director of Activities Jeff Spotts *87-99*
- 6.2.10 Personnel Considerations (as needed) *100*

7.0 Reports

*101-109*

7.1 Administrative

7.2 Future Conferences, Workshops, Seminars

7.3 Other Announcements

Red Oak Community School District Board of Directors  
10.14.2013

8.0 Next Board of Directors Meeting: *(subject to change due to post season ROHS volleyball)*

Monday, October 28, 2013 – 6:00 pm  
Sue Wagaman Board Room  
Red Oak CSD Administrative Center

9.0 Adjournment

## Item 4.0 Communications

### 4.1 Visitors and Presentations

- **Theo Fundermann, Student Support Coordinator for Red Oak Schools**

Please welcome Theo to this board meeting this evening. He will provide a ten minute overview of his first quarter work in Red Oak Schools. A brief visual presentation is provided.

### 4.2 Good News from Red Oak Schools

- ★ **Congratulations to the Red Oak Rotary Club and the Red Oak Board of Directors – Completion and Dedication of the Cage Project**

Pictures convey what words cannot. Please allow a quick review by Directors Drey, Griffen, and the superintendent

- ★ **Work Study Program at Red Oak Manufacturing Highlighted by Governor Terry Branstad and Lt. Gov. Kim Reynolds**

Two students from Red Oak High, Dakota Petty and Jake Berkey were spotlighted for their enrollment and work at Red Oak Manufacturing. Thanks are extended to Plant Manager Kenny Porter for his willingness to work with the Red Oak High School in this effort.

- ★ **Oral Reports from School Administrators**

### 4.3 Affirmations and Commendations – (to be provided as needed)

### 4.4 Correspondence (to be provided as needed)

## 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 September 23 and 25, 2013**

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

### **5.2 Review and Approval of the Monthly Business Reports**

Payment vouchers need your approval. There could be some last minute bills for payment found at the table prior to the meeting. Accounting Clerk Jeanice Lester ([lesterj@roschools.com](mailto:lesterj@roschools.com)) can be contacted in advance of tonight's meeting if questions exist or clarifications are needed.

### **5.3 Contract for Business Services: Kabel Business Services for Cafeteria Plan Administration and Education Services Contract Consideration**

Kabel Business Services provides needed third party management of the district's flexible benefit plan. The contract for services is include for your review and needs approval.

An education services contract as presented from the Council Bluffs CSD for special needs services unavailable in Red Oak CSD is ready for your approval.

### **5.4 Personnel Considerations – Recommendations for Employment, Acceptance of Resignation Letters**

**Resignations:** Enclosed is a letter of resignation from Mark Erickson affecting coaching assignments at Red Oak Middle School.

### **5.5 Open Enrollment Requests**

At the table you will find three requests for open enrollment. These should be approved as presented.

Item 5.0 – continued

**5.6 Final Approval and Adoption of Board Policies as Revised**

This evening final approval is requested for the following board policies:

- Code No. 605.1      Instructional Materials Selection .**
- Code No. 605.2      Instructional Materials Inspection**
- Code No. 605.3      Objection to Instruction Materials**
- Code No. 605.4      Technology and Instructional Materials**
- Code No. 605.5      Media Centers**
- Code No. 605.7      Copyright**

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

- Minutes from September 23 and 25, 2013
- Monthly business reports as presented
- Resignation letter from Mark Erickson, middle level basketball and track coaching
- Approval of a contract with Kabel Business Services for the district's flexible benefit plan
- Approval of an education services contract with Council Bluffs CSD
- Open enrollment requests as presented
- Final approval and adoption of board policies: Code No. 605.1, Code No. 605.2 , Code No. 605.3, Code No. 605.4, Code No. 605, and .Code No. 605.7

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

Meeting Location: Sue Wagaman Board Room, Red Oak CSD Administrative Center  
 Red Oak Technology Center-Red Oak High School Campus  
 Monday, September 23, 2013

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

**PRESENT:**

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

**APPROVAL OF AGENDA**

Motion by Director Drey with a second by Director Hayes to approve the agenda as presented with the order of agenda items at the discretion of the chairman. The motion carried unanimously.

**VISITORS & PRESENTATIONS**

Ms. Brandy Powers, Iowa Cancer Consortium Community Assistant presented updates and suggested board policy changes including the use of nicotine products that are not FDA approved.

Lane Plugge, Chief Administrator for the Green Hills Area Education Agency gave a review of the recent school administrators retreat and workshop that was held in August.

Student Support Coordinator for the District, Theo Fundermann was taken off the agenda and moved to Monday, October 14<sup>th</sup>.

**CONSENT AGENDA**

It was suggested the consent agenda item "rescind the employment termination motion for Carolyn Lewis from her transportation contract" be pulled from the consent agenda. Director Drey moved with a second by Director Griffen to approve the consent agenda with the deletion.

- Approval of the minutes from September 9, 2013
- Approval of the monthly business reports as presented
- Approval of an educational services contract to the Sioux City Community School District
- Approval of the final reading of board policy Code No. 404.2 Professionalism and Courtesy in the Workplace/Communications

The motion carried unanimously.

Director Drey moved with a second by Director Walker to rescind the motion to terminate the contract for Carolyn Lewis from her transportation contract. The motion carried unanimously.

**NEW BUSINESS**

**BOARD POLICY REVIEW**

Director Drey moved with a second by Director Hayes to tentatively approve the first reading of board policies with the following changes: Code No. 605.1 Instructional Materials Selection; Code No. 605.1R1 item E., If the board appoints an ad hoc committee to make recommendations on the selection of instructional materials, the ad hoc committee is formed and appointed in compliance with the board policy on Ad Hoc Committees; Code No. 605.2 Instructional Materials Inspection; Code No. 605.3 Objection to Instruction Materials; Code No. 605.3R1, Reconsideration of Instructional Materials Regulation, delete item b, The committee will annually select their chairperson and secretary; Code No. 605.4 Technology and Instructional Materials; Code No. 605.5 Media Centers, current policy needs legal reference update and the continuation of the term Media Centers in

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lieu of the suggested IASB term: School Library; Code No. 605.6 Internet – Appropriate Use, this was updated in 2011 and needs no current review; Code No. 605.7 Copyright, this will be a change to the name, Use of Information Resources, as per the guidelines of IASB. The motion carried unanimously.

### **REQUEST FOR TRAVEL**

Director Drey moved with a second by Director Griffen to approve the requested overnight fieldtrip experience as outlined by Principal Barb Sims for Washington Intermediate students to travel to Springbrook, located near Guthrie Center, Iowa. The motion carried unanimously.

### **INSTRUCTIONAL SUPPORT LEVY**

Director Drey moved with a second by Director Walker to approve setting the publication date of October 1, 2013 for a public hearing on October 14,

#### **PUBLIC NOTICE**

**BE ADVISED:** The Board of Directors of the Red Oak Community School District will hold a public hearing on the 14 day of October, 2013 at 6:15 p.m. at the Board Room, Administrative Center, Tech Building, 2011 N. 8<sup>th</sup> St., Red Oak, IA on its recently adopted resolution to consider continued participation in the instructional support program. The proposition to be considered as per the resolution is as follows: Shall the Board of Directors of the Red Oak Community School District in Montgomery, Page and Pottawattamie Counties, State of Iowa, be authorized for a period of five years commencing with the 2014-15 budget year, to levy and impose an instructional support tax in an amount (after taking into consideration instructional support state aid) not to exceed ten (10) percent of the total of regular program district cost for the budget year and monies received under section 257.14 as a budget adjustment for the budget year and be authorized annually in combination to levy an instructional support property tax upon all the taxable property within the school district, commencing with the levy for collection in the fiscal year ending June 30, 2015 and to impose an instructional support income surtax upon the state individual income tax of each individual income taxpayer resident in the school district on December 31 for each calendar year commencing with calendar year 2014 or each year thereafter (the per cent of income surtax not to exceed twenty percent (20%) to be determined by the Board for each fiscal year), to be used for any general fund purpose. Board of Directors, Red Oak CSD

### **CERTIFIED ANNUAL REPORT**

Director Hayes moved with a second by Director Griffen to approve the Certified Annual Report, the Special Education Supplement and the Transportation Report as presented. The motion carried unanimously.

### **ADJOURNMENT**

Director Drey moved with a second by Director Walker to adjourn the meeting at 8:47 p.m. The motion carried unanimously.

### **REORGANIZATIONAL MEETING**

The meeting was called to order by past president Lee Fellers at 8:48 p.m. Roll call was taken with directors Walker, Drey, Fellers, Hayes and Griffen present. Board Secretary Shirley Maxwell gave the oath of office to newly elected board members Walker, Hayes and Griffen.

### **AGENDA**

Director Drey moved with a second by Director Walker to approve the agenda of the organizational meeting as presented. The motion carried unanimously.

### **ELECTION OF OFFICERS**

Motion by Director Griffen to nominate Lee Fellers as Board President, motion by Director Griffen to cease nominations. Griffen moved for a unanimous ballot for Lee Fellers to serve as President of the Red Oak School Board for the 2013-2014 school year, with a second by Director Drey. The motion carried unanimously.



Motion by Director Griffen to nominate Warren Hayes as Board Vice President, motion by Director Griffen to cease nominations. Griffen moved for a unanimous ballot for Warren Hayes to serve as Vice President of the Red Oak School Board for the 2013-2014 school year, with a second by Director Drey. The motion carried unanimously.

Board Secretary Shirley Maxwell administered the Oath of Office to the newly elected Board President and Vice President.

**CONSENT AGENDA**

Director Drey moved with a second by Director Walker to approve the consent agenda as presented. The motion carried unanimously.

**ORGANIZATIONAL ITEMS**

Director Drey moved with a second by Director Hayes to approve the following organizational items for fiscal year 2014 as presented:

- **Multi-Cultural/Gender Fair Compliance Officer and Equity Officer -**  
Appoint Supt. Terry Schmidt as the MCGFC Officer and Equity Officer with Assistant Officers Gayle Allensworth, Barb Sims, Nate Perrien, and Jedd Sherman
- **District Homeless Liaison Officer -** Appoint High School Guidance Officer John Brabec with assistance from support staff Rita Leinen and Crystal Berkey be appointed to do liaison work with the Districts Homeless Liaison for the 2013 – 2014
- **District Truancy Officers -** Appoint all building administrators as truancy officers for the 2013 - 2014 school year with assistance from Student Support Coordinator Theo Fundermann
- **Level I and Level II Investigators -** Appoint Red Oak Assistant Police Chief Derrick Walter as the Level I Investigator and Red Oak Police Chief Drue Powers as the Level II Investigator
- **District Asbestos Coordinator -** Appoint Maintenance Director Pete Wemhoff as the district’s asbestos coordinator
- **Board Secretary -** Appoint Business Manager Shirley Maxwell as the Board Secretary
- **District Registrar -** Appoint Administrative Center Assistant Rita Leinen
- **Financial Depositories -** Approve the following financial institutions as depositories and deposit maximum amounts for FY 14:
 

Bank Iowa	1805 N. Broadway, Red Oak	\$5,000,000
*Houghton State Bank	116 Coolbaugh St, Red Oak	\$10,000,000
Great Western Bank	2100 Commerce Dr, Red Oak	\$5,000,000
U.S. Bank	323 Reed St, Red Oak	\$5,000,000

\* Houghton State Bank continues as the district primary financial institution
- **Official School District Newspaper –** Approve the Red Oak Express as the district’s official newspaper for FY 14
- **Board of Directors and Red Oak Community School District Legal Counsel -**  
Appoint the Swanson Law Firm of Red Oak and Rick Engel of Des Moines as legal counsel for FY 14
- **Board of Directors Meeting Dates for FY 2014 -** All meetings would begin at 6 pm unless otherwise noted:
 

September 23	Annual meeting, Reorganization Meeting, Election of Officers
September 25	Annual Goal Setting Work Session – 7 pm to 9 pm
October 14	Regular meeting
October 28	Regular meeting
November 11	Regular meeting
November 25	Annual School Finance Workshop – 5 pm to 7 pm
December 16	Regular meeting

January 13	Regular meeting
January 27	Regular meeting
February 10	Regular meeting
February 24	Regular meeting
March 10	Regular meeting
March 24	Regular meeting (if needed) (spring break is 3.17 to 3.21)
April 14	Regular meeting and School Budget Hearing
April 28	Regular meeting
May 12	Regular meeting
June 9	Regular meeting
June 23	Regular meeting
July 14	Regular meeting
July 28	Regular meeting (if needed)
August 11	Regular meeting
August 25	Regular meeting

The motion carried unanimously.

#### **Board of Directors Committee Assignments and Service**

Director Drey moved with a second by Director Walker to approve the following committee assignments as presented with one change of Warren Hayes as School Improvement Advisory Committee Representative:

- **Interest Based Bargaining with the Red Oak Educators Association** – Paul Griffen and Kathy Walker
- **Interest Based Bargaining with the Red Oak Support Staff Association** – Lee Fellers and Bill Drey
- **Iowa Association of School Boards Delegate Assembly-Voting Member** - Lee Fellers
- **School Improvement Advisory Committee Board Representative** – Warren Hayes
- **Red Oak District Policy Committee** - Kathy Walker and Warren Hayes
- **Red Oak District Facilities Committee** - Lee Fellers and Paul Griffen
- **Red Oak District Calendar Committee** - Bill Drey
- **Red Oak Technology Committee** - Warren Hayes
- **Red Oak Curriculum Council** - Kathy Walker
- **Montgomery County Conference Board** - Lee Fellers

The motion carried unanimously.

#### **PERSONNEL CONSIDERATIONS**

Director Drey moved with a second by Director Walker to approve the recommendation of Jodi Petty as a full time cook at the high school for the 2013-2014 school year. The motion carried unanimously.

Director Drey moved with a second by Director Walker to approve the transfer of Carolyn Lewis from her bus driver position to the position of paraprofessional for the remainder of the 2013-2014 school year. The motion carried unanimously.

#### **CLOSED SESSION**

Director Walker moved with a second by Director Hayes to move that the Board go into closed session at 9:05 p.m. to receive the network security report as addressed in Iowa Code Section 21.5(1)(a) “to review or discuss records authorized by state or federal law to be kept confidential”. The Directors came out of closed session at 9:30 p.m.

**PROPOSED WORKING AGREEMENT**

Director Drey moved with a second by Director Hayes to approve the agreement for professional services for the development of a site concept plan for the improvement of district facilities with the architecture firm of BLDD not to exceed \$12,500.00 plus reimbursable expenses. The motion carried unanimously.

**ADJOURNMENT**

Director Griffen moved with a second by Director Hayes to adjourn the meeting at 9:55 p.m. A special workshop: Board Goals Development is scheduled for Wednesday, September 25, 2013, at 7:00 p.m. in the Sue Wagaman Board Room, Administrative Center in the Technology Building. The next regular board meeting will be held on October 14, 2013. The motion carried unanimously.

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Lee Fellers, President

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Shirley Maxwell, Board Secretary

**Red Oak Community School District  
Special Board of Directors Meeting  
Annual Goals Work Session**

Meeting Location: Sue Wagaman Board Room, Red Oak CSD Administrative Center  
Red Oak Technology Center-Red Oak High School Campus  
Wednesday, September 25, 2013

**PRESENT:**

**Directors:** Lee Fellers, Paul Griffen, Kathy Walker, Warren Hayes, Bill Drey  
Terry Schmidt, Superintendent & Jeanice Lester, Board Secretary Pro  
Tem

**APPROVAL OF AGENDA**

Motion by Director Bill Drey with a second by Director Walker to approve the agenda as presented with the order of agenda items at the discretion of the chairman. The motion carried unanimously.

**6.2.1 Annual Goals Review and Development**

The Board spent the evening reviewing annual goals and the development of new goals.

**ADJOURNMENT**

Director Drey moved with a second by Director Griffen to adjourn the meeting at 9:42 p.m. The next regular board meeting will be held on October 14, 2013. The motion carried unanimously.

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Lee Fellers, President

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Jeanice Lester, Board Secretary Pro Tem

Vendor Name	Invoice Number	Amount	
Account Number	Detail Description		Amount
Checking Account ID 1	Fund Number 10		OPERATING FUND
AHLERS & COONEY	09262013	117.50	
10 0010 2310 000 0000 320	PROFESSIONAL SERVICES		117.50
Vendor Name AHLERS & COONEY			<u>117.50</u>
BR BLEACHERS	28046	3,723.00	
10 0010 2600 000 0000 430	SERVICE AGREEMENT		3,723.00
Vendor Name BR BLEACHERS			<u>3,723.00</u>
CASEY'S	09232013	41.43	
10 0020 2700 000 0000 626	GAS		41.43
Vendor Name CASEY'S			<u>41.43</u>
CENTURY LINK	10012013	132.00	
10 0020 2490 000 0000 530	TRANSMITTER LINE		132.00
Vendor Name CENTURY LINK			<u>132.00</u>
CHARACTER COUNTS IN IOWA	10042013	1,200.00	
10 0010 2213 100 3376 330	PROFESSIONAL DEV		1,200.00
Vendor Name CHARACTER COUNTS IN IOWA			<u>1,200.00</u>
DETER, BOB	09302013	59.57	
10 0010 2235 000 0000 580	TRAVEL REIMBURSEMENT		59.57
DETER, BOB	10072013	225.22	
10 0010 2410 000 0000 531	REIMBURSEMENT		225.22
Vendor Name DETER, BOB			<u>284.79</u>
DHS CASHIER 1ST FLOOR	10087032	2,389.36	
10 0010 4634 219 4634	PROVIDERS SHARE SEPTEMBER		2,389.36
Vendor Name DHS CASHIER 1ST FLOOR			<u>2,389.36</u>
FIFIELD FURNIURE	6894	429.95	
10 0010 1001 100 1113 612	BOOKCASE		429.95
Vendor Name FIFIELD FURNIURE			<u>429.95</u>
FIRST BANKCARD	09112013	351.95	
10 0010 1000 490 8028 612	CHARACTER COUNTS SUPPLIES MS		351.95
FIRST BANKCARD	09162013	15.54	
10 0010 2321 000 0000 532	CONFERENCING		15.54
FIRST BANKCARD	09202013	98.00	
10 2020 1000 109 0000 320	RENEWAL OF KEVIN KILPATRICK'S MEMBERSHIP		98.00
FIRST BANKCARD	09232013	61.71	
10 1902 1000 100 8002 618	BOOKS		61.71
FIRST BANKCARD	09242013	112.58	
10 0010 2213 100 3376 580	LODGING		112.58
FIRST BANKCARD	09242013-1	112.58	
10 0010 2213 100 3376 580	LODGING		112.58
FIRST BANKCARD	09302013	232.96	
10 0010 2510 000 0000 580	LODGING		232.96
FIRST BANKCARD	09302013-1	50.00	
10 0010 2213 100 3376 320	REG FEE		50.00
FIRST BANKCARD	09302013-2	50.00	
10 0010 2213 100 3376 320	REG FEE		50.00

Vendor Name	Invoice Number	Amount	
Account Number	Detail Description		Amount
FIRST BANKCARD	09302013-3	50.00	
10 0010 2213 100 3376 320	REG FEE		50.00
FIRST BANKCARD	09302013-5	122.95	
10 0010 8203 000 8203 618	Box Top for Education Large Collection B		122.95
FIRST BANKCARD	10032013	741.75	
10 0020 2700 000 0000 580	LODGING		741.75
FIRST BANKCARD	10042013	113.59	
10 2020 1000 100 0000 612	LAMP FOR EPSON BRIGHTLINK PROJECTOR 455W		113.59
FIRST BANKCARD	10092013	11.55	
10 1901 1000 100 8001 612	BOOKS		11.55
Vendor Name FIRST BANKCARD			<u>2,125.16</u>
HOPSON, ROBERT	09302013	1,800.00	
10 0010 2310 000 0000 320	ACTUARIAL VALUATION AND REPORT		1,800.00
Vendor Name HOPSON, ROBERT			<u>1,800.00</u>
IOWA AHPERD	10032013	325.00	
10 0010 2213 100 3376 320	MEMBERSHIPS/REG		325.00
Vendor Name IOWA AHPERD			<u>325.00</u>
JOHN BAYLOR TEST PREP	1887	4,800.00	
10 0010 2240 100 4648 618	EXPANDED PACKAGE ACT		4,800.00
Vendor Name JOHN BAYLOR TEST PREP			<u>4,800.00</u>
LARRY SHALTERS - COMPLETE AIR CARE	080212013	195.00	
10 0010 2600 000 0000 430	REPAIR AIR CONDITIONER		195.00
LARRY SHALTERS - COMPLETE AIR CARE	08092013-2	40.00	
10 0010 2600 000 0000 430	REPAIR FAN BLADE		40.00
LARRY SHALTERS - COMPLETE AIR CARE	08092013-4	40.00	
10 0010 2600 000 0000 430	REPAIR BOARD		40.00
LARRY SHALTERS - COMPLETE AIR CARE	08092013-5	40.00	
10 0010 2600 000 0000 430	CLEANED AIR CONDITIONER		40.00
LARRY SHALTERS - COMPLETE AIR CARE	08092013-6	71.25	
10 0010 2600 000 0000 430	REPAIR AIR CONDITIONER		71.25
LARRY SHALTERS - COMPLETE AIR CARE	08092013-7	49.38	
10 0010 2600 000 0000 430	REPAIR AIR CONDITIONER		49.38
Vendor Name LARRY SHALTERS - COMPLETE AIR CARE			<u>435.63</u>
MIDAMERICAN ENERGY	09172013	24,972.32	
10 0020 2600 000 0000 622	KWH 1587		178.46
10 0020 2600 000 0000 622	KWH 1		20.57
10 0030 2600 000 0000 621	THERMS 14		18.47
10 0030 2600 000 0000 622	KWH 1740		194.61
10 1911 2600 000 0000 621	THERMS 18		20.88
10 1912 2600 000 0000 621	THERMS 6		13.63
10 1912 2600 000 0000 622	KWH 7261		672.78
10 1902 2600 000 0000 622	KWH 27280		2,111.23
10 1901 2600 000 0000 622	KWH 88200		5,846.63
10 1901 2600 000 0000 622	KWH 1		2.75
10 2020 2600 000 0000 622	KWH 52200		4,064.09
10 2020 2600 000 0000 622	KWH 1		12.11
10 3230 2600 000 0000 622	KWH 146400		8,495.91

Vendor Name	Invoice Number	Amount
Account Number	Detail Description	Amount
10 3900 2600 000 0000 621	THERMS 714	409.13
10 3900 2600 000 0000 622	KWH 48600	2,911.07
Vendor Name MIDAMERICAN ENERGY		<u>24,972.32</u>
PARSCALE, GERI	10022013	916.00
10 0010 1000 100 3373 320	WORKSHOP FEES	916.00
Vendor Name PARSCALE, GERI		<u>916.00</u>
SEMINOLE ENERGY SERVICES, LLC	170-1308-8830	1,088.33
10 3230 2600 000 0000 621	THERMS 1317	661.56
10 1902 2600 000 0000 621	THERMS 126	111.66
10 2020 2600 000 0000 621	THERMS 38	104.65
10 1901 2600 000 0000 621	THERMS 281	210.46
Vendor Name SEMINOLE ENERGY SERVICES, LLC		<u>1,088.33</u>
SOCS/FES	INV004231	121.22
10 0010 2236 000 0000 536	WEB SITE HOSTING	121.22
Vendor Name SOCS/FES		<u>121.22</u>
TOTAL FUNDS BY HASLER	09242013	1,000.00
10 0010 2410 000 0000 531	POSTAGE FILL	1,000.00
Vendor Name TOTAL FUNDS BY HASLER		<u>1,000.00</u>
UI CENTER FOR CONFERENCES	09262013	199.00
10 0010 2134 000 0000 320	REG FEE	199.00
Vendor Name UI CENTER FOR CONFERENCES		<u>199.00</u>
UNITED PARCEL SERVICE	0000537022393	194.95
10 1901 2410 000 0000 531	UPS	42.13
10 2020 2410 000 0000 531	UPS	27.50
10 1902 2410 000 0000 531	UPS	27.50
10 3230 2410 000 0000 531	UPS	27.50
10 3230 2410 000 0000 531	UPS	70.32
Vendor Name UNITED PARCEL SERVICE		<u>194.95</u>
US CELLULAR	0009796564	1,118.54
10 0010 2410 000 0000 532	CELL PHONE CHARGES	1,118.54
Vendor Name US CELLULAR		<u>1,118.54</u>
Fund Number 10		<u>47,414.18</u>
Checking Account ID 1	Fund Number 22	MANAGEMENT FUND
SPECIALTY UNDERWRITERS LLC	ST2772-2	8,624.00
22 0010 2310 000 0000 520	PREMIUM INSTALLMENT	8,624.00
Vendor Name SPECIALTY UNDERWRITERS LLC		<u>8,624.00</u>
Fund Number 22		<u>8,624.00</u>
Checking Account ID 1	Fund Number 36	PHYSICAL PLANT & EQUIPMENT
LARRY SHALTERS - COMPLETE AIR CARE	08092013	1,071.75
36 2020 2600 000 0000 739	AIR CONDITIONER	1,071.75
LARRY SHALTERS - COMPLETE AIR CARE	08092013-1	1,071.75
36 2020 2600 000 0000 739	AIR CONDITIONER	1,071.75
Vendor Name LARRY SHALTERS - COMPLETE AIR CARE		<u>2,143.50</u>

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Vendor Name	Invoice Number	Amount
Account Number	Detail Description	Amount
Fund Number 36		<u>2,143.50</u>
Checking Account ID 1		58,181.68
Checking Account ID 3	Fund Number 21	STUDENT ACTIVITY FUND
ASPI SOLUTIONS, INC	7484	50.00
21 0010 1400 920 6645 320	WEBSITE FEE FOR XC REGISTRATION	50.00
Vendor Name ASPI SOLUTIONS, INC		<u>50.00</u>
ATLANTIC COMMUNITY SCHOOLS	10012013	97.50
21 0010 1400 920 6645 320	XC ENTRY FEE	97.50
Vendor Name ATLANTIC COMMUNITY SCHOOLS		<u>97.50</u>
BASS, DAVE	10032013	100.00
21 0010 1400 920 6720 320	OFFICIAL	100.00
BASS, DAVE	10072013	75.00
21 0010 1400 920 6720 320	OFFICIAL	75.00
Vendor Name BASS, DAVE		<u>175.00</u>
BAXTER, JOSHUA	09202013	95.00
21 0010 1400 920 6720 320	OFFICIAL	95.00
Vendor Name BAXTER, JOSHUA		<u>95.00</u>
BIRD, ANDREW	09202013	95.00
21 0010 1400 920 6720 320	OFFICIAL	95.00
Vendor Name BIRD, ANDREW		<u>95.00</u>
BLOMSTEDT, JOHN	09232013	75.00
21 0010 1400 920 6815 340	OFFICIAL	75.00
Vendor Name BLOMSTEDT, JOHN		<u>75.00</u>
BROTHERS, KEITH	09232013	85.00
21 0010 1400 920 6720 320	OFFICIAL	85.00
Vendor Name BROTHERS, KEITH		<u>85.00</u>
BUSCH, SCOTT	10042013	124.00
21 0010 1400 920 6720 320	OFFICIAL	124.00
Vendor Name BUSCH, SCOTT		<u>124.00</u>
CHRISTENSEN, JIM	10052013	135.60
21 0010 1400 920 6720 320	OFFICIAL	135.60
Vendor Name CHRISTENSEN, JIM		<u>135.60</u>
CLARK, BILL	09202013	95.00
21 0010 1400 920 6720 320	OFFICIAL	95.00
Vendor Name CLARK, BILL		<u>95.00</u>
CONN, TODD	09212013	145.00
21 0010 1400 920 6815 340	OFFICIAL	145.00
Vendor Name CONN, TODD		<u>145.00</u>
DRAMATISTS PLAY SERVICE	267801	208.45
21 3230 1400 910 6110 618	FALL PLAY SCRIPTS AND ROYALTIES	208.45



Vendor Name	Invoice Number	Amount
Account Number	Detail Description	Amount
DRAMATISTS PLAY SERVICE	269531	225.00
21 3230 1400 910 6110 618	FALL PLAY SCRIPTS AND ROYALTIES	225.00
Vendor Name DRAMATISTS PLAY SERVICE		<u>433.45</u>
DUSENBERRY, STUART	10082013	95.00
21 0010 1400 920 6815 340	OFFICIAL	95.00
Vendor Name DUSENBERRY, STUART		<u>95.00</u>
EDIE, DUSTIN	09232013	85.00
21 0010 1400 920 6720 320	OFFICIAL	85.00
Vendor Name EDIE, DUSTIN		<u>85.00</u>
GILES, SCOTT	10052013	95.00
21 0010 1400 920 6720 320	OFFICIAL	95.00
Vendor Name GILES, SCOTT		<u>95.00</u>
GLENWOOD BAND PARENTS ASSOC	10012013	100.00
21 3230 1400 910 6220 320	LOESS HILLS FIELDFEST ENTRY FEE	100.00
Vendor Name GLENWOOD BAND PARENTS ASSOC		<u>100.00</u>
GLENWOOD COMMUNITY SCHOOLS	10102013	60.00
21 0010 1400 920 6815 340	Freshman VB Tourney Entry Fee	60.00
Vendor Name GLENWOOD COMMUNITY SCHOOLS		<u>60.00</u>
HAWKEYE WRESTLING CLUB	10012013	110.00
21 0010 1400 920 6790 320	HAWKEYE WRESTLING CLINIC	110.00
Vendor Name HAWKEYE WRESTLING CLUB		<u>110.00</u>
HOBERG, JOHN	09202013	95.00
21 0010 1400 920 6720 320	OFFICIAL	95.00
Vendor Name HOBERG, JOHN		<u>95.00</u>
HOLT, JASON	10072013	75.00
21 0010 1400 920 6720 320	OFFICIAL	75.00
Vendor Name HOLT, JASON		<u>75.00</u>
IOWA FCCLA	1314-17	245.00
21 3230 1400 950 7408 320	STUDENT FALL LEADERSHIP CONFERENCE REEGI	210.00
21 3230 1400 950 7408 320	ADULT FALL LEADERSHIP CONFERENCE REGISTR	35.00
Vendor Name IOWA FCCLA		<u>245.00</u>
KEEFE, NICK	09212013	145.00
21 0010 1400 920 6815 340	OFFICIAL	145.00
Vendor Name KEEFE, NICK		<u>145.00</u>
KUDRON, PHIL	09212013	145.00
21 0010 1400 920 6815 340	OFFICIAL	145.00
Vendor Name KUDRON, PHIL		<u>145.00</u>

Vendor Name	Invoice Number	Amount
Account Number	Detail Description	Amount
LASCHANZKY, DIRK	09202013	95.00
21 0010 1400 920 6720 320	OFFICIAL	95.00
Vendor Name LASCHANZKY, DIRK		<u>95.00</u>
LASTINE, STEVE	09232013	85.00
21 0010 1400 920 6720 320	OFFICIAL	85.00
LASTINE, STEVE	10072013	75.00
21 0010 1400 920 6720 320	OFFICIAL	75.00
Vendor Name LASTINE, STEVE		<u>160.00</u>
LEWIS, JENNIFER	09212013	145.00
21 0010 1400 920 6815 340	OFFICIAL	145.00
LEWIS, JENNIFER	10012013	95.00
21 0010 1400 920 6815 340	OFFICIAL	95.00
Vendor Name LEWIS, JENNIFER		<u>240.00</u>
MARANVILLE, JIM	09172013	95.00
21 0010 1400 920 6815 340	OFFICIAL	95.00
MARANVILLE, JIM	10032013	100.00
21 0010 1400 920 6720 320	OFFICIAL	100.00
Vendor Name MARANVILLE, JIM		<u>195.00</u>
MUSIC THEATRE INTERNATIONAL	506436	10.00
21 2020 1400 910 6110 618	PERUSAL FEE FOR SEUSICAL JR DATED 1-14-2	10.00
Vendor Name MUSIC THEATRE INTERNATIONAL		<u>10.00</u>
NATIONAL FFA ORGANIZATION	OE-687749	122.50
21 3230 1400 950 7407 618	JACKETS	122.50
Vendor Name NATIONAL FFA ORGANIZATION		<u>122.50</u>
NFCA	07172013	35.00
21 0010 1400 920 6810 320	MEMBERSHIP FEE FOR NFHS	35.00
Vendor Name NFCA		<u>35.00</u>
NORDHUES, TOM	10072013	75.00
21 0010 1400 920 6720 320	OFFICIAL	75.00
Vendor Name NORDHUES, TOM		<u>75.00</u>
PACE, RICK	10032013	100.00
21 0010 1400 920 6720 320	OFFICIAL	100.00
PACE, RICK	10052013	95.00
21 0010 1400 920 6720 320	OFFICIAL	95.00
Vendor Name PACE, RICK		<u>195.00</u>
PETERSEN, SHAWN	10082013	95.00
21 0010 1400 920 6815 340	OFFICIAL	95.00
Vendor Name PETERSEN, SHAWN		<u>95.00</u>
RED OAK LANES	09242013	1,000.00
21 0010 1400 920 6845 320	RENTAL FOR LANES FOR BOWLING TEAM	1,000.00
RED OAK LANES	09242013-1	240.00

15

Vendor Name	Invoice Number	Amount
Account Number	Detail Description	Amount
21 0010 1400 920 6845 320	EQUIPMENT MAINTENANCE	240.00
Vendor Name RED OAK LANES		<u>1,240.00</u>
ROMINE, RON	09172013	95.00
21 0010 1400 920 6815 340	OFFICIAL	95.00
Vendor Name ROMINE, RON		<u>95.00</u>
SHENANDOAH COMMUNITY SCHOOLS	10042013	120.00
21 0010 1400 920 6645 320	XC ENTRY FEE	120.00
Vendor Name SHENANDOAH COMMUNITY SCHOOLS		<u>120.00</u>
STREIT, THAD	10052013	95.00
21 0010 1400 920 6720 320	OFFICIAL	95.00
Vendor Name STREIT, THAD		<u>95.00</u>
SWIBA	10012013	93.00
21 2020 1400 910 6220 618	REGISTRATION FOR SWIBA MS HONOR BAND. 1	93.00
Vendor Name SWIBA		<u>93.00</u>
TRI CENTER HIGH SCHOOL	10012013	80.00
21 0010 1400 920 6815 340	VARSITY ENTRY FEE	80.00
Vendor Name TRI CENTER HIGH SCHOOL		<u>80.00</u>
URBAN, JIM	09212013	145.00
21 0010 1400 920 6815 340	OFFICIAL	145.00
URBAN, JIM	10112013	95.00
21 0010 1400 920 6815 340	OFFICIAL	95.00
Vendor Name URBAN, JIM		<u>240.00</u>
VERTZ, JEFF	10052013	95.00
21 0010 1400 920 6720 320	OFFICIAL	95.00
Vendor Name VERTZ, JEFF		<u>95.00</u>
WILLIAMS, JUSTIN	10052013	95.00
21 0010 1400 920 6720 320	OFFICIAL	95.00
Vendor Name WILLIAMS, JUSTIN		<u>95.00</u>
WINTERSET COMM SCHOOL DISTRICT	10102013	80.00
21 0010 1400 920 6815 340	VARSITY TOURNEY ENTRY FEE	80.00
Vendor Name WINTERSET COMM SCHOOL DISTRICT		<u>80.00</u>
WRIGHT, TOM	09232013	85.00
21 0010 1400 920 6720 320	OFFICIAL	85.00
Vendor Name WRIGHT, TOM		<u>85.00</u>
Fund Number 21		<u>6,396.05</u>
Checking Account ID 3		<u>6,396.05</u>

COPY

## BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement ("Agreement") is made this 14 day of Oct. 2013, by and between The Red Oak Community School Dist ("Covered Entity") and Cafeteria Plan Administrators, Inc., d.b.a. Kabel Business Services ("Business Associate").

Recitals:

- A. Covered Entity is deemed a "covered entity" under the rules of the U.S. Department of Health and Human Services ("DHHS"), 45 C.F.R. Parts 160, 162 and 164, implemented pursuant to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") relating to the privacy and security of health information ("Privacy and Security Rules"), and Business Associate, in providing certain services to Covered Entity under the terms of the Agreement, is deemed a "Business Associate" under the Privacy Rule.
- B. Covered Entity will be providing Protected Health Information to Business Associate in the performance of Business Associate's services to Covered Entity.
- C. Both parties desire to comply with the requirements of the Privacy and Security Rules to the extent such requirements are applicable to each party.

NOW, THEREFORE, in consideration of the mutual agreements and covenants contained herein, the parties hereto agree as follows:

1. **Definitions.** In addition to any other terms defined herein, the following terms shall have the meaning set forth with respect thereto:

(a) "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 C.F.R. section 164.501.

(b) "Electronic Protected Health Information" shall have the same meaning as the term "electronic protected information" in 45 C.F.R. section 160.103.

(c) "Information Systems" shall have the same meaning as the term "information system" in 45 C.F.R. section 164.304.

(d) "Individual" shall have the same meaning as the term "individual" in 45 C.F.R. section 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. section 164.502(g).

(e) "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 C.F.R. section 164.501, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

(f) "Required by Law" shall have the same meaning as the term "required by law" in 45 C.F.R. section 164.501.

(g) "Secretary" shall mean the Secretary of the U.S. Department of Health and Human Services ("DHHS") or his or her designee.

(h) "Security Incident" shall have the same meaning as the term "security incident" in 45 C.F.R. section 164.304.

(i) "Unsecured Protected Health Information" shall mean Protected Health Information that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the Secretary in the guidance issued under Section 13402(h)(2) of Public Law 111-5 on the DHHS website.

Terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms in the Privacy and Security Rules.

## 2. **Obligations and Activities of Business Associate.**

(a) Use of Protected Health Information. Business Associate agrees to not use or disclose Protected Health Information other than as permitted or required by this Agreement or as Required By Law.

(b) Safeguards. Business Associate agrees to use appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by this Agreement. Where Electronic Protected Health Information is provided, created, received, transmitted, maintained, or handled, Business Associate shall also use reasonable and appropriate administrative, physical, and technical safeguards to protect the confidentiality, integrity and availability of the Electronic Protected Health Information.

(c) Mitigation. Business Associate agrees to mitigate, to the extent commercially practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Agreement.

(d) Reporting; Data Breach. Business Associate agrees to promptly report to Covered Entity any use or disclosure of the Protected Health Information not provided for by this Agreement of which it becomes aware or any Security Incident of which it becomes aware relating to Electronic Protected Health Information provided by Covered Entity or unauthorized interference with system operations in Business Associate's (or its agents or subcontractors) Information Systems that contain or provide access to Electronic Protected Health Information. In addition, Business Associate shall report to Covered Entity upon discovering any breach of Unsecured Protected Health Information. Such report shall be made without unreasonable delay and in no case later than sixty (60) days after discovery of the breach (unless such notice is to be delayed pursuant to the terms of 45 C.F.R. section 164.412). A breach shall be treated as

discovered by Business Associate as of the first day on which such breach is known to Business Associate or, by exercising reasonable diligence, would have been known to Business Associate. The report shall include, to the extent possible, the identification of the individual whose Unsecured Protected Health Information has been, or is reasonably believed by Business Associate to have been, accessed, acquired, used, or disclosed during the breach. In addition, Business Associate shall provide Covered Entity with any other available information that Covered Entity is required to include in a notification to the individual under 45 C.F.R. section 164.404(c) at the time of the notification required above or promptly thereafter as information becomes available.

(e) Agents, Subcontractors. Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity agrees to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information.

(f) Access to Covered Entity/Individuals. Business Associate agrees to provide access, at the request of Covered Entity, and in the time and manner not disruptive to Business Associate operations or business, to Protected Health Information in a Designated Record Set, to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 C.F.R. section 164.524.

(g) Amendments to PHI. Business Associate agrees to make any amendment(s) to Protected Health Information in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 C.F.R. section 164.526 at the request of Covered Entity or an Individual, and in the time and manner not disruptive of Business Associate' operations.

(h) Internal Practices, Books and Records. Business Associate agrees to make internal practices, books, and records, including policies and procedures and Protected Health Information and Information Systems, relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of, Covered Entity available to the Secretary, in a time and manner designated by the Secretary and not disruptive to Business Associate' operations for purposes of the Secretary determining Covered Entity's compliance with the Privacy and Security Rule.

(i) Documentation of Disclosures. Business Associate agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. section 164.528.

(j) Accounting. Business Associate agrees to provide to Covered Entity or an Individual, in time and manner designated by Covered Entity and not disruptive of Business Associate' operations or business, information collected in accordance with Section 2(i) of this Agreement ("Disclosure Information"), to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. section 164.528.

(k) Prohibition on Sale of Protected Health Information. Business Associate shall not engage in any sale of protected health information.

### 3. **Permitted Uses and Disclosures by Business Associate.**

(a) Specific Uses. Except as otherwise limited in the Agreement, Business Associate may use or disclose Protected Health Information on behalf of, or to provide services to, Covered Entity for the following purposes, if such use or disclosure of Protected Health Information would not violate the Privacy and Security Rules if done by the Covered Entity or the minimum necessary policies and procedures of Covered Entity:  
To process Section 125 and Health Reimbursement Arrangement claims.

(b) Management and Administration. Except as otherwise limited in this Agreement, Business Associate may use Protected Health Information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate. Except as otherwise limited in this Agreement, Business Associate may disclose Protected Health Information for the proper management and administration of the Business Associate, provided that disclosures are Required By Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached. Business Associate may de-identify information as described in 45 C.F.R. section 164.514 and thereafter use such de-identified information.

(c) Reporting Violation of Law. Business Associate may use Protected Health Information to report violations of law to appropriate Federal and State authorities, consistent with section 164.502(j)(1).

### 5. **Obligations of Covered Entity.**

(a) Change in Privacy Practices. Covered Entity shall notify Business Associate of any limitation(s) in any notice of privacy practices of Covered Entity in accordance with 45 C.F.R. section 520, to the extent that such limitation may affect Business Associate' use or disclosure of Protected Health Information.

(b) Change in Right to Use PHI. Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by Individual to use or disclose Protected Health Information, to the extent that such changes may affect Business Associate' use or disclosure of Protected Health Information.

(c) Change in Restrictions Regarding PHI. Covered Entity shall notify Business Associate of any restriction to the use or disclosure of Protected Health Information that Covered Entity has agreed to in accordance with 45 C.F.R. section 164.522, to the extent that such restriction may affect Business Associate' use or disclosure of Protected Health Information.

6. **Impermissible Requests by Covered Entity.**

Covered Entity shall not request Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy and Security Rules if done by Covered Entity or other applicable Covered Entity.

7. **Term and Termination.**

(a) Term. The Term of this Agreement shall be effective on the Effective Date, and shall not terminate until all of the Protected Health Information provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy Protected Health Information, protections are extended to such information, in accordance with the termination provisions in this Section.

(b) Termination for Cause. Covered Entity may, upon a material breach of the Agreement by Business Associate:

(i) Provide the Business Associate a notice to cure the breach, and terminate the Agreement if Business Associate does not cure the breach within thirty (30) days;

(ii) Immediately terminate this Agreement if cure is not possible; or

(iii) If neither termination nor cure are feasible, Covered Entity shall report the violation to the Secretary.

(c) Effect of Termination.

(i) Except as provided in subsection 7(c)(ii) upon termination of the Agreement, for any reason, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.

(ii) In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the parties that return or destruction of Protected Health Information is infeasible, Business Associate shall extend the protections of this Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to



those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

**8. Miscellaneous.**

(a) Regulatory References. A reference in this Agreement to a section in the Privacy and Security Rules means the section as in effect or as amended.

(b) Amendment. This Agreement may not be modified, nor shall any provision hereof be waived or amended; except in a writing duly signed by authorized representatives of the parties. A waiver with respect to one event shall not be construed as continuing or as a bar to, or waiver of, any right or remedy as to subsequent events.

(c) Survival. The respective rights and obligations of Business Associate and Covered Entity under Sections 7(c) of this Agreement shall survive the termination of this Agreement.

(d) Interpretation. Any ambiguity in this Agreement shall be resolved to permit Covered Entity to comply with the Privacy and Security Rules.

(e) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Iowa (but without regard to provisions thereof relating to conflicts of laws) and federal laws.

(f) Notices. Any notices to be given hereunder to a party shall be made via U.S. mail or express courier or facsimile to such party's address given below, and shall be deemed given, if sent via U.S. mail or express courier on the date of deposit.

(i) If to Covered Entity, to: (your business address)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(ii) If to Business Associate, to:

Kabel Business Services  
1454 30<sup>th</sup> Street, Unit 105  
West Des Moines, IA 50266

(g) No Third-Party Beneficiaries. Nothing express or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any person other than the parties and the respective successors or assigns of the parties, any rights, remedies, obligations or liabilities whatsoever.

(h) Entire Agreement. This Agreement constitutes the entire Agreement between Covered Entity and Business Associate with regard to the subject matter hereof. There are no obligations or understandings that are not expressly set forth in this Agreement. All notices and other communications under this Agreement shall be in writing.

(i) Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective legal representatives, heirs, successors and assigns.

(j) Remedies. In addition to any other remedies available at law or in equity to the parties hereto with respect to a breach hereof, the parties hereto each reserve the right to enforce this Agreement by specific performance.

(k) Words and Phrases. Words and phrases herein shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender, according to the context.

**(l) WAIVER OF JURY TRIAL. EACH OF THE PARTIES HERETO IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT.**

IN WITNESS WHEREOF, Business Associate and Covered Entity execute this Agreement in multiple originals to be effective on the date first set forth above.

\_\_\_\_\_

**CAFETERIA PLAN  
ADMINISTRATORS, INC.**

By: \_\_\_\_\_  
Its: \_\_\_\_\_

By: James Kalu  
Its: President



# Council Bluffs

Community School District

RECEIVED  
OCT 10 2013

BY: \_\_\_\_\_

COPY

October 10, 2013

Terry Schmidt, Superintendent  
Red Oak Community School District  
2011 North 8<sup>th</sup>  
Red Oak, IA 51566

Dear Superintendent Schmidt,

Please find enclosed two copies of special education contracts for \_\_\_\_\_ and  
Please have a representative sign both copies of the contracts, retain  
one copy of each for your records and return the other copies to us.

Please return this contract to:  
Council Bluffs Community School District  
Attention: Ms. Becky Zorn  
12 Scott Street  
Council Bluffs, IA 51503

If you have any questions, please contact my assistant, Diane Copenhaver, at 712-328-6424.

Sincerely,

Becky Zorn  
Director of Special Education

Attachments  
BZ/djc

*...Where Dreams Begin!*

Education Service Center

12 Scott Street ☆ Council Bluffs, IA 51503 ☆ (712) 328-6446 ☆ Fax: (712) 328-6548  
www.cbcsd.org



**Council Bluffs**  
 Community School District  
*...Where Dreams Begin!*

**COPY**

This agreement is entered into by the Red Oak Community School District (sending agency) and the Council Bluffs Community School District (receiving agency) **for the 2013-14 school year.**

We the undersigned agencies for \_\_\_\_\_ who is being provided services or programs by Council Bluffs Community School District attending Heartland School, hereby do consent and agree to the following conditions:

**Condition 1**

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

**Condition 2**

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

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

Signed:

*J. J. Hawley*  
 Authorized Designee, Receiving Agency

Date: Oct. 8, 13

\_\_\_\_\_  
 Authorized Designee, Sending Agency

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



Council Bluffs  
Community School District  
...Where Dreams Begin!

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Signed:

Joe J. Hawley  
Authorized Designee, Receiving Agency

Date: Oct. 8, 13

\_\_\_\_\_  
Authorized Designee, Sending Agency

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

Mark Erickson  
2105 Woodfield Dr.  
Red Oak, IA 51566  
(712) 621-4365  
ericksonm@roschools.com

**COPY**  
**RECEIVED**  
OCT 10 2013  
BY: \_\_\_\_\_

October 3, 2013

Mr. Jeff Spotts  
Assistant Principal/Activities Director  
Red Oak Community School District  
2011 N. 8<sup>th</sup> Street  
Red Oak, IA 51566

Dear Mr. Spotts,

I am writing to you to notify you of my resignation from the positions of middle school boys' track coach and 8<sup>th</sup> grade boys' basketball coach. I have enjoyed serving as the coach for both positions for the last several years. The experiences I have had working with the coaches and staff at Red Oak Middle School have been extremely rewarding, and I look forward to watching the programs continue to improve in the future.

Sincerely,

Mark Erickson

## INSTRUCTIONAL MATERIALS SELECTION

The board has sole discretion to approve instructional materials for the school district. This authority is delegated to licensed employees to determine which instructional materials, other than textbooks, will be utilized by and purchased by the school district.

In reviewing current instructional materials for continued use and in selecting additional instructional materials, licensed employees will consider the current and future needs of the school district as well as the changes and the trends in education and society. It is the responsibility of the superintendent to report to the board the action taken by licensed employees.

In the case of textbooks, the board will make the final decision after receiving a recommendation from the superintendent. The criteria stated above for selection of other instructional materials will apply to the selection of textbooks. The superintendent may develop another means for the selection of textbooks. Textbooks are reviewed as needed and at least every seven (7) years.

Education materials given to the school district must meet the criteria established above. The gift must be received in compliance with board policy.

Legal Reference: Iowa Code §§ 279.8; 280.3, .14; 301 (2011).

Cross Reference: 208 Ad Hoc Committees  
505 Student Scholastic Achievement  
602 Curriculum Development  
605 Instructional Materials

Approved

Reviewed September 23, 2013

Revised September 23, 2013

SELECTION OF INSTRUCTIONAL MATERIALS

I. Responsibility for Selection of Instructional Materials

- A. The Board is responsible for matters relating to the operation of the Red Oak Community School District.
- B. The responsibility for the selection of instructional materials is delegated to the professionally trained and licensed employees of the school system. For the purpose of this rule the term "instructional materials" includes printed and audiovisual materials (not equipment), whether considered text materials or media center materials. The board retains the final authority for the approval of textbooks.
- C. While selection of materials may involve many people including principals, teachers, students, parents, community members and media specialists, the responsibility for coordinating the selection of most instructional materials and making the recommendation for the purchase rests with licensed employees. For the purpose of this rule the term "media specialist" includes librarians, school media specialists or other appropriately licensed persons responsible for the selection of media equipment and materials.
- D. Responsibility for coordinating the selection of text materials for distribution to classes will rest with the licensed employees, principal and superintendent. For the purpose of this rule the term 'text materials' includes textbooks and other printed and nonprinted material provided in multiple copies for use of a total class or major segment of a class.



## SELECTION OF INSTRUCTIONAL MATERIALS

- II. Material selected for use in media centers and classrooms will meet the following guidelines:
- A. Religion - Material will represent the major religions in a factual, unbiased manner. The primary source material of the major religions is considered appropriate, but material which advocates rather than informs, or is designed to sway reader judgment regarding religion, will not be included in the school libraries or classrooms.
  - B. Racism - Material will present a diversity of race, custom, culture, and belief as a positive aspect of the nation's heritage and give candid treatment to unresolved intercultural problems, including those which involve prejudice, discrimination, and the undesirable consequences of withholding rights, freedom, or respect of an individual.
  - C. Sexism - Material will reflect a sensitivity to the needs, rights, traits and aspirations of men and women without preference or bias.
  - D. Age - Material will recognize the diverse contributions of various age groups and portray the continuing contributions of maturing members of society.
  - E. Ideology - Material will present basic primary and factual information on an ideology or philosophy of government which exerts or has exerted a strong force, either favorably or unfavorably, over civilization or society, past or present. This material will not be selected with the intention to sway reader judgment and is related to the maturity level of the intended audience.
  - F. Profanity and Sex - Material is subjected to a test of literary merit and reality by the media specialists and licensed staff who will take into consideration their reading of public and community standards of morality.
  - G. Controversial issues materials will be directed toward maintaining a balanced collection representing various views.

The selection decision should be made on the basis of whether the material presents an accurate representation of society and culture, whether the circumstances depicted are realistically portrayed, or whether the material has literary or social value when the material is viewed as a whole.

These guidelines will not be construed in such a manner as to preclude materials which accurately represent the customs, morals, manners, culture, or society of a different time or a different place.

### III. Procedure for Selection

- A. Material purchased for media centers and classrooms is recommended for purchase by licensed employees, in consultation with administrative staff, media center staff, students or an ad hoc committee as appointed by the board. The material recommended for purchase is approved by the appropriate building administrator.

## SELECTION OF INSTRUCTIONAL MATERIALS

1. The materials selected will support stated objectives and goals of the school district. Specifically, the goals are:
  - a. To acquire materials and provide service consistent with the demands of the curriculum;
  - b. To develop students' skills and resourcefulness in the use of libraries and learning resources;
  - c. To effectively guide and counsel students in the selection and use of materials and libraries;
  - d. To foster in students a wide range of significant interests;
  - e. To provide opportunities for aesthetic experiences and development of an appreciation of the fine arts;
  - f. To provide materials to motivate students to examine their own attitudes and behaviors and to comprehend their own duties and responsibilities as citizens in a pluralistic democracy;
  - g. To encourage life-long education through the use of the library; and,
  - h. To work cooperatively and constructively with the instructional and administrative staff in the school.
  
2. Materials selected are consistent with stated principles of selection. These principles are:
  - a. To select material, within established standards, which will meet the goals and objectives of the school district;
  - b. To consider the educational characteristics of the community in the selection of materials within a given category;
  - c. To present the sexual, racial, religious and ethnic groups in the community by:
    1. Portraying people, both men and women, adults and children, whatever their ethnic, religious or social class identity, as human and recognizable, displaying a familiar range of emotions, both negative and positive.
    2. Placing no constraints on individual aspirations and opportunity.
    3. Giving comprehensive, accurate, and balanced representation to minority groups and women - in art and science, history and literature, and in all other fields of life and culture.
    4. Providing abundant recognition of minority groups and women by showing them frequently in positions of leadership and authority.
  - d. To intelligently, quickly, and effectively anticipate and meet needs through awareness of subjects of local, national and international interest and significance; and,
  - e. To strive for impartiality in the selection process.
  
3. The materials selected will meet stated selection criteria. These criteria are:
  - a. Authority-Author's qualifications - education, experience, and previously published works;
  - b. Reliability:
    1. Accuracy-meaningful organization and emphasis on content, meets the material's goals and objectives, and presents authoritative and realistic factual material.
    2. Current-presentation of content which is consistent with the finding of recent and authoritative research.

## SELECTION OF INSTRUCTIONAL MATERIALS

- c. Treatment of subject-shows an objective reflection for the multi-ethnic character and cultural diversity of society.
- d. Language:
  - 1. Vocabulary:
    - a. Does not indicate bias by the use of words which may result in negative value judgments about groups of people;
    - b. Does not use "man" or similar limiting word usage in generalization or ambiguities which may cause women to feel excluded or dehumanized.
  - 2. Compatible to the reading level of the student for whom it is intended.
- e. Format:
  - 1. Book
    - a. Adequate and accurate index;
    - b. Paper of good quality and color;
    - c. Print adequate and well spaced;
    - d. Adequate margins;
    - e. Firmly bound; and,
    - f. Cost.
  - 2. Nonbook
    - a. Flexibility, adaptability;
    - b. Curricular orientation of significant interest to students;
    - c. Appropriate for audience;
    - d. Accurate authoritative presentation;
    - e. Good production qualities (fidelity, aesthetically adequate);
    - f. Durability; and,
    - g. Cost.
  - 3. Illustrations of book and nonbook materials should:
    - a. Depict instances of fully integrated grouping and settings to indicate equal status and nonsegregated social relationships.
    - b. Make clearly apparent the identity of minorities;
    - c. Contain pertinent and effective illustrations;
  - 4. Flexible to enable the teacher to use parts at a time and not follow a comprehensive instructional program on a rigid frame of reference.
- f. Special Features:
  - 1. Bibliographies.
  - 2. Glossary.
  - 3. Current charts, maps, etc.
  - 4. Visual aids.
  - 5. Index.
  - 6. Special activities to stimulate and challenge students.
  - 7. Provide a variety of learning skills.
- g. Potential use:
  - 1. Will it meet the requirement of reference work?
  - 2. Will it help students with personal problems and adjustments?
  - 3. Will it serve as a source of information for teachers and librarians?
  - 4. Does it offer an understanding of cultures other than the student's own and is it free of racial, religious, age, disability, ethnic, and sexual stereotypes?

SELECTION OF INSTRUCTIONAL MATERIALS

5. Will it expand students' sphere of understanding and help them to understand the ideas and beliefs of others?
  6. Will it help students and teachers keep abreast of and understand current events?
  7. Will it foster and develop hobbies and special interest?
  8. Will it help develop aesthetic tastes and appreciation?
  9. Will it serve the needs of students with special problems?
  10. Does it inspire learning?
  11. Is it relevant to the subject?
  12. Will it stimulate a student's interest?
4. Gifts of library or instructional materials may be accepted if the gift meets existing criteria for library and instructional materials. The acceptance and placement of such gifts is within the discretion of the board.
5. In order to provide a current, highly usable collection of materials, media specialists will provide for constant and continuing renewal of the collection, not only the addition of up-to-date materials, but by the judicious elimination of materials which no longer meet school district needs or find use. The process of weeding instructional materials will be done according to established and accepted standards for determining the relevance and value of materials in a given context.

## INSTRUCTIONAL MATERIALS INSPECTION

Parents and other members of the school district community may view the instructional materials used by the students. All instructional materials, including teacher's manuals, films, tapes or other supplementary material which will be used in connection with any survey, analysis, or evaluation as part of any federally funded programs must be available for inspection by parents.

The instructional materials must be viewed on school district premises. Copies may be obtained according to board policy.

It is the responsibility of the superintendent to develop administrative regulations regarding the inspection of instructional materials.

Legal Reference:       Goals 2000: Educate America Act, Pub. L. No. 103-227, 108 Stat. 125 (1994).  
Iowa Code §§ 279.8; 280.3, .14; 301 (2011).

Cross Reference:       602     Curriculum Development  
                          605     Instructional Materials  
                          901.1   Public Examination of School District Records

Approved

Reviewed September 23, 2013

Revised September 23, 2013

OBJECTION TO INSTRUCTIONAL MATERIALS

Members of the school district community may object to the instructional materials utilized in the school district and ask for their use to be reconsidered.

It is the responsibility of the superintendent, in conjunction with the principals, to develop administrative regulations for reconsideration of instructional materials.

Legal Reference: Iowa Code §§ 279.8; 280.3, .14; 301 (2011).

Cross Reference: 213 Public Participation in Board Meetings  
402.5 Public Complaints About Employees  
602 Curriculum Development  
605 Instructional Materials

Approved

Reviewed September 23, 2013

Revised September 23, 2013

RECONSIDERATION OF INSTRUCTIONAL MATERIALS REGULATION

- A. A member of the school district community may raise an objection to instructional materials used in the school district's education program despite the fact that the individuals selecting such material were duly qualified to make the selection and followed the proper procedure and observed the criteria for selecting such material.
1. The school official or employee receiving a complaint regarding instructional materials will try to resolve the issue informally. The materials will remain in use pending the outcome of the reconsideration procedure.
    - a. The school official or employee initially receiving a complaint will explain to the individual the board's selection procedure, criteria to be met by the instructional materials, and qualifications of those persons selecting the material.
    - b. The school official or employee initially receiving a complaint will explain to the individual the role of the objected material in the education program, its intended educational purpose, and additional information regarding its use. In the alternative, the employee may refer the individual to the media specialist who can identify and explain the use of the material.
  2. The employee receiving the initial complaint will advise the building principal of the initial contact no later than the end of the school day following the discussion with the individual, whether or not the individual has been satisfied by the initial contact. A written record of the contact is maintained by the principal in charge of the attendance center. Each building principal shall inform employees of their obligation to report complaints.
  3. In the event the individual making an objection to instructional materials is not satisfied with the initial explanation, the individual is referred to the principal or to the media specialist of the attendance center. If, after consultation with the principal or media specialist, the individual desires to file a formal complaint, the principal or media specialist will assist in filling out a Reconsideration Request Form in full and filing it with the superintendent.
- B. Request for Reconsideration
1. A member of the school district community may formally challenge instructional materials on the basis of appropriateness used in the school district's education program. This procedure is for the purpose of considering the opinions of those persons in the school district and the community who are not directly involved in the selection process.
  2. Each attendance center and the school district's central administrative office will keep on hand and make available Reconsideration Request Forms. Formal objections to instructional materials must be made on this form.
  3. The individual will state the specific reason the instructional material is being challenged. The Reconsideration Request Form is signed by the individual and filed with the superintendent.
  4. The superintendent will promptly file the objection with the reconsideration committee for re-evaluation.

Approved

Reviewed September 23, 2013

Revised September 23, 2013

RECONSIDERATION OF INSTRUCTIONAL MATERIALS REGULATION

5. Generally, access to challenged instructional material will not be restricted during the reconsideration process. However, in unusual circumstances, the instructional material may be removed temporarily by following the provisions of Section B.6.d. of this rule.
6. The Reconsideration Committee
  - a. The reconsideration committee is made up of eight members.
    - (1) One licensed employee designated annually by the superintendent.
    - (2) One media specialist designated annually by the superintendent.
    - (3) One member of the administrative team designated annually by the superintendent.
    - (4) Three members of the community appointed annually by the board.
    - (5) Two high school students, selected annually by the high school principal.
  - b. The committee will meet at the request of the superintendent.
  - c. Special meetings may be called by the board to consider temporary removal of materials in unusual circumstances. A recommendation for temporary removal will require a two-thirds vote of the committee.
  - d. Notice of committee meetings is made public through appropriate publications and other communications methods.
  - e. The committee will receive the completed Reconsideration Request Form from the superintendent.
  - f. The committee will determine its agenda for the first meeting which may include the following:
    - (1) Distribution of copies of the completed Reconsideration Request Form.
    - (2) An opportunity for the individual or a group spokesperson to talk about or expand on the Reconsideration Request Form.
    - (3) Distribution of reputable, professionally prepared reviews of the challenged instructional material if available.
    - (4) Distribution of copies of the challenged instructional material as available.
  - g. The committee may review the selection process for the challenged instructional material and may, to its satisfaction, determine that the challenge is without merit and dismiss the challenge. The committee will notify the individual and the superintendent of its action.
  - h. At a subsequent meeting, if held, interested persons, including the individual filing the challenge, may have the opportunity to share their views. The committee may request that individuals with special knowledge be present to give information to the committee.



RECONSIDERATION OF INSTRUCTIONAL MATERIALS REGULATION

- i. The individual filing the challenge is kept informed by the reconsideration committee secretary on the status of the Reconsideration Request Form throughout the reconsideration process. The individual filing the challenge and known interested parties is given appropriate notice of meetings.
- j. At the second or a subsequent meeting the committee will make its final recommendation. The committee's final recommendation may be to take no removal action, to remove the challenged material from the school environment, or to limit the educational use of the challenged material. The sole criterion for the final recommendation is the appropriateness of the material for its intended educational use. The written final recommendation and its justification are forwarded to the board, the individual and the appropriate attendance centers. The superintendent may also make a recommendation but if so, it should be independent from the committee's.

Following the superintendent's decision with respect to the committee's recommendation, the individual or the chairperson of the reconsideration committee may appeal the decision to the board for review. Such appeal must be presented to the superintendent in writing within five days following the announcement of the superintendent's decision. The board will promptly determine whether to hear the appeal.

- k. A recommendation to sustain a challenge will not be interpreted as a judgment of irresponsibility on the part of the individuals involved in the original selection or use of the material.
- l. Requests to reconsider materials which have previously been reconsidered by the committee must receive approval of two-thirds of the committee members before the materials will again be reconsidered. Completed and filed Reconsideration Request Forms are acted upon by the committee.
- m. If necessary or appropriate in the judgment of the committee, the committee may appoint a subcommittee of members or nonmembers to consolidate challenges and to make recommendations to the full committee. The composition of this subcommittee will approximate the representation of the full committee.
- n. Committee members directly associated with the selection, use, or challenger of the challenged material are excused from the committee during the deliberation of the challenged instructional materials. The superintendent may appoint a temporary replacement for the excused committee member, but the replacement is of the same general qualifications as the member excused.
- o. Persons dissatisfied with the decision of the board may appeal to the Iowa Board of Education pursuant to state law.

TECHNOLOGY AND INSTRUCTIONAL MATERIALS

The board supports the use of innovative methods and the use of technology in the delivery of the education program. The board encourages employees to investigate economic ways to utilize instructional television, audiovisual materials, computers, and other technological advances as a part of the curriculum.

It is the responsibility of the superintendent to develop a plan for the use of technology in the curriculum and to evaluate it annually. The superintendent will report the results of the evaluation and make a recommendation to the board annually regarding the use of technology in the curriculum.

Legal Reference: Iowa Code § 279.8 (2011).  
281 I.A.C. 12.5(10), .5(22).

Cross Reference: 602 Curriculum Development  
605 Instructional Materials

Approved

Reviewed September 23, 2013

Revised September 23, 2013

MEDIA CENTERS

The school district will maintain a media center in each building for use by employees and by students during the school day.

Materials for the centers will be acquired according to board policy, "Instructional Materials Selection."

It is the responsibility of the principal of the building in which the media center is located to oversee the use of materials in the media center.

It is the responsibility of the superintendent to develop procedures for the selection and replacement of both library and instructional materials, for the acceptance of gifts, for the weeding of library and instructional materials, and for the handling of challenges to either library or classroom materials.

Legal Reference: Iowa Code §§ 256.7(24); 279.8; 280.14; 301 (2011).  
281 I.A.C. 12.3(11).

Cross Reference: 602 Curriculum Development  
605 Instructional Materials

Approved

Reviewed September 23, 2013

Revised September 23, 2013

## USE OF INFORMATION RESOURCES

In order for students to experience a diverse curriculum, the board encourages employees to supplement their regular curricular materials with other resources. In so doing, the board recognizes that federal law makes it illegal to duplicate copyrighted materials without authorization of the holder of the copyright, except for certain exempt purposes. Severe penalties may be imposed for plagiarism, unauthorized copying or using of media, including, but not limited to, print, electronic and web-based materials, unless the copying or using conforms to the "fair use" doctrine. Under the "fair use" doctrine, unauthorized reproduction of copyrighted materials is permissible for such purposes as criticism, comment, news reporting, teaching, scholarship or research providing that all fair use guidelines are met.

While the school district encourages employees to enrich the learning programs by making proper use of supplementary materials, it is the responsibility of employees to abide by the school district's copying procedures and obey the requirements of the law. In no circumstances shall it be necessary for school district staff to violate copyright requirements in order to perform their duties properly. The school district will not be responsible for any violations of the copyright law by employees or students. Violation of the copyright law by employees may result in discipline up to, and including, termination. Violation of the copyright law by students may result in discipline, up to and including, suspension or expulsion.

Parents or others who wish to record, by any means, school programs or other activities need to realize that even though the school district received permission to perform a copyrighted work does not mean outsiders can copy it and re-play it. Those who wish to do so should contact the employee in charge of the activity to determine what the process is to ensure the copyright law is followed. The school district is not responsible for outsiders violating the copyright law or this policy.

Any employee or student who is uncertain as to whether reproducing or using copyrighted material complies with the school district's procedures or is permissible under the law should contact the principal, teacher or media specialist who will also assist employees and students in obtaining proper authorization to copy or use protected material when such authorization is required.

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

Legal References: 17 U.S.C. § 101 et al. (2010)  
281 I.A.C. 12.3(12).

Cross References: 605.6 Internet Appropriate Use

Approved

Reviewed September 23, 2013

Revised September 23, 201

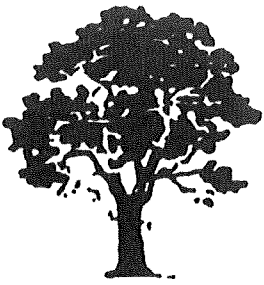
Item 6.1.1 Board of Directors Goals for Fiscal Years 2014 and 2015 -

Consideration of Final Language, Strategies and Timelines

**BACKGROUND INFORMATION:** Enclosed is a draft of the suggested goals from the Directors for two fiscal years – FY 14 and FY 15. The district's Administrative Cabinet received its first review of these at their meeting on October 10. Only a brief discussion was given to the identification of strategies to help the Directors reach the intended goals. A comprehensive work session will take place soon to place suggested strategies / timelines in place for final consideration by the Directors at the next regular board meeting.

This evening President Fellers will seek board input about the draft language and will ask for consensus approval to move ahead with the presentation / adoption of strategies and timelines for the next regular meeting.

**SUGGESTED BOARD ACTION:** (to be determined)



***Red Oak Community School District***

*2011 North 8<sup>th</sup> Street*

*Red Oak, Iowa 51566*

*712.623.6600*

*www.redoakschooldistrict.com*

**Draft: Goals Statements FY 14 and FY 15**

1.1 All students will be 100% proficient on the Iowa Assessments.

Strategies:

1.2 Rigor in the classroom at all levels will be defined and evidenced in all classrooms.

Strategies:

1.3 Advance Placement classes will be provided at the high school in all core content areas.

Strategies:

1.4 Career preparedness will be a characteristic of all students who graduate from Red Oak High School.

Strategies:

1.5 All students who graduate from Red Oak High School will be prepared to enter the middle class with skills to be successful.

Strategies:

1.6 ACT scores for the graduating class of 2014 will show a composite increase of two (2) points as compared to the graduating class of 2013.

Strategies:

1.7 COMPASS test scores will show increase level of proficiency in FY 14

Strategies:

1.8 Response to Intervention initiatives will be successful at each attendance center.

Strategies:

1.9 The learning and measurement tool called Curriculum Mapper will be fully implemented for the core areas of English and Language Arts during FY 14 followed by full implementation of all core areas within FY 15.

Strategies:

1.10 At Red Oak High School a system for the monitoring of student learning will be created through the model of a Teacher Advisor Based Program.

Strategies:

1.11 Technology integration is expected in all common core curricula maximized for effectiveness and immersed through effective professional development.

Strategies:

1.12 A District Technology Plan is in place that meets the needs of 21<sup>st</sup> century teaching and learning.

Strategies:

1.13 Parent-teacher conferences will have 100% participation from early childhood education through grade twelve.

Strategies:

1.14 Professional Learning Communities drive student learning through successful professional development providing accountability to all stakeholders in the Red Oak CSD.

Strategies:

1.15 Students deemed at risk of not graduating and dropping from school will be reduced in number by 30% and will continue decreasing until all students graduate.

Strategies:

***1.16 [Review goals and measurements with the School Improvement Advisory Council]***

1.17 Maintain strong fiscal health in the school district addressing the impact of the budget guarantee loss in FY 14.

Strategies:

1.18 Complete a school facilities improvement plan for presentation to the community that addresses safety, security, economies of operation, and compliance for all equity needs in order for the Red Oak CSD to successfully provide the needs of 21<sup>st</sup> century learners.

Strategies:

1.19 School facility maintenance needs assessments and planned remedies are readied for approval and implementation by the Directors in a timely manner.

Strategies:



1.20 Compensation structures for all district employees are attached to performance measurements and annual goals completion.

Strategies:

1.21 Compensation structures for hourly employees reflect real-time work.

Strategies:

1.22 Health insurance initiatives in the Red Oak CSD are provided that meet all requirements for the Affordable Health Care Act and are structured in ways to address the financial constraints of the school district.

Strategies:

Item 6.2.1 Public Hearing: Iowa Code Sections 257.18 – 257.21: Instructional Support Program, Instructional Support Property Tax and Instructional Support Income Surtax

**BACKGROUND INFORMATION:** As per the direction of the Board, a public hearing is called this evening for the purpose of extending the instructional support levy for another five years. Shown below is the resolution that will need approval following the public hearing. In addition, historical information is shown regarding the revenue received over the past five years from the instructional support levy. President Lee Fellers will convene the public hearing and accept comments / questions as needed.

**Resolution**

**WHEREAS,** pursuant to the provisions of the Iowa Code Sections 257.18-257.21 an instructional support program is available to all Iowa school districts, and,

**WHEREAS,** the Red Oak Community School District Board of Directors believes it is in the best interest of the school district to continue to participate in the instructional support program, and

**WHEREAS,** the Red Oak Community School District has held a public hearing on the participation of the District in the instructional support program and taken into account public input,

**BE IT THEREFORE RESOLVED AS FOLLOWS:**

1. The Board of Directors of the Red Oak Community School District announces its intent to participate in the instructional support program. The Board also hereby answers the following proposition in the affirmative: Shall the Board of Directors of the Red Oak Community School District in Montgomery, Page and Pottawattamie Counties, State of Iowa, be authorized for a period of five years commencing with the 2014-15 budget year, to levy and impose an instructional support tax in an amount (after taking into consideration instructional support state aid) not to exceed ten (10) percent of the total of regular program district cost for the budget year and monies received under section 257.14 as a budget adjustment for the budget year and be authorized annually in combination to levy an instructional support property tax upon all the taxable property within the school district, commencing with the levy for collection in the fiscal year ending June 30, 2015 and to impose an instructional support income surtax upon the state individual income tax of each individual income taxpayer resident in the school district on December 31 for each calendar year commencing with calendar year 2014 or each year thereafter (the per cent of income surtax not to exceed twenty percent (20%) to be determined by the Board for each fiscal year), to be used for any general fund purpose?

Item 6.2.1 – continued

2. If, within 28 days following the adoption of this Resolution, the Secretary of the Board does not receive a petition seeking an election to approve or disapprove the action of the board containing signatures of eligible electors in a number of not less than 100 or 30% of the number of voters at the last preceding regular school election, whichever is greater, the Board shall immediately certify its action to the Department of Management and the District shall participate in the program.

3. If a petition with the requisite number of signatures as aforementioned is received, the Board shall consider whether to rescind its action or direct the County Commissioner of Elections to submit the question to the registered voters of the school district at the next following regular school election or a special election. At the election, if a majority of those voting on the question favor disapproval, the Board shall not participate in the instructional support program and if a majority of those voting on the question favor approval, the Board shall immediately certify the results of the election to the Department of Management and the District shall participate in the instructional support program.

Motion by Director \_\_\_\_\_.

Seconded by Director \_\_\_\_\_.

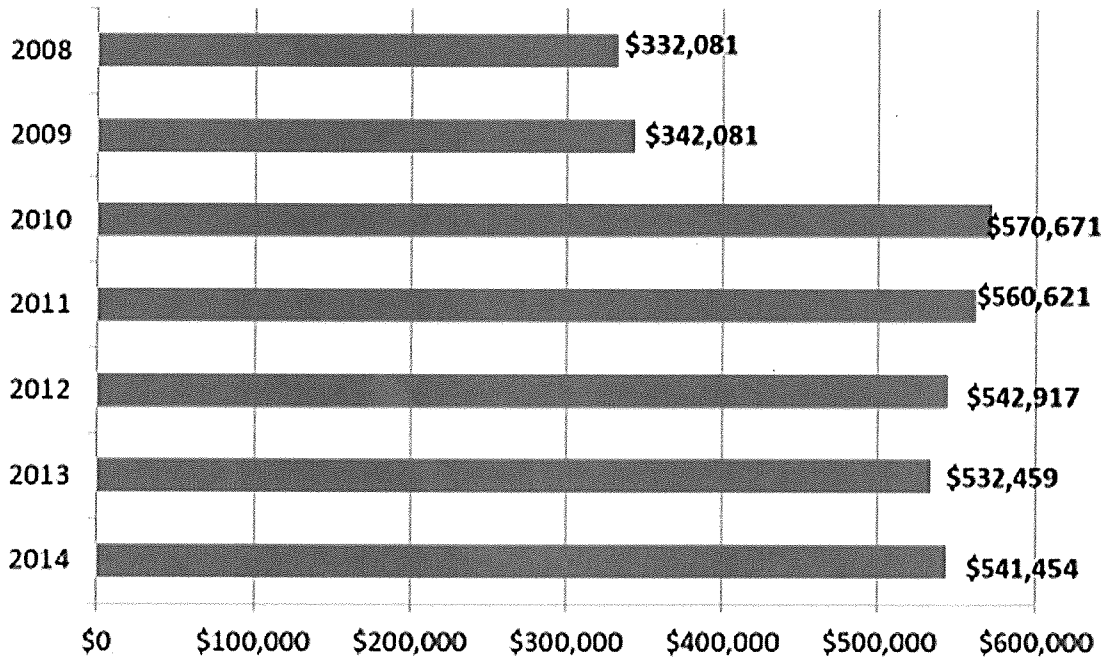
Voting yes: Directors \_\_\_\_\_

\_\_\_\_\_

Voting no: Directors \_\_\_\_\_

\_\_\_\_\_

# INSTRUCTIONAL SUPPORT LEVY



**SUGGESTED BOARD ACTION:** In order to maintain the district's strong fiscal position; to ensure strategies are in place to adjust for changes in state level funding concepts; and to plan for the best possible instruction for students, it is strongly recommended the Directors approve the instructional support levy resolution as presented.

Item 6.2.2 Certified Enrollment Report – Review, Report, and Ramifications for FY 15  
and Beyond – Presented by Business Manager Shirley Maxwell

**BACKGROUND INFORMATION:** The annual certified enrollment report must be certified not later than October 14. The district has lost a much higher number of students than predicted. This holds serious concerns for district planners as preparations are made for FY 15.

Enclosed is the last “seat count” that was reported by school administrators. As you can see, the district is reporting 38 fewer students in seats for FY 14 than one year ago. As discouraging, is the number reported now as compared to the first day of school – 19 fewer students. At Inman alone, the district has lost nine (9) students since the first day of school.

The final certified enrollment report never is the same as the ‘seat count’ as it reflects those who have open enrolled in and those open enrolled out. Shirley will update you about this.

Budget implications will be felt for quite some time. District administrators have begun the task of examining staffing loads and other relevant budget issues.

**SUGGESTED BOARD ACTION:** (to be determined)

## In District Enrollment

Enrollment Date:	Fiscal year 2012-2013	Aug 15 '13	Sep 27 '13	Oct 1 '13
<b>GRAND TOTAL</b>	<b>1184</b>	<b>1165</b>	<b>0</b>	<b>1146</b>
Preschools				
Preschool-IPS SPED	6			23
Right Start	20			16
Head Start	20			20
Kaleidoscope	40			39
<b>TOTAL</b>	<b>86</b>	<b>0</b>	<b>0</b>	<b>98</b>
Inman Primary				
D-Kdg	17	11		11
Gr. K	87	80		78
Gr. 1	89	99		95
Gr. 2	82	88		87
Gr. 3	90	83		81
<b>TOTAL</b>	<b>365</b>	<b>361</b>	<b>0</b>	<b>352</b>
Washington Intermediate				
Gr. 4	87	87		87
Gr. 5	89	87		86
<b>TOTAL</b>	<b>176</b>	<b>174</b>	<b>0</b>	<b>173</b>
Middle School				
Gr. 6	82	85		85
Gr. 7	107	94		93
Gr. 8	81	89		87
<b>TOTAL</b>	<b>270</b>	<b>268</b>	<b>0</b>	<b>265</b>
High School				
Gr. 9	80	97		94
Gr. 10	99	81		79
Gr. 11	105	82		82
Gr. 12	89	102		101
Alternative School *included above	18			17
<b>TOTAL</b>	<b>373</b>	<b>362</b>	<b>0</b>	<b>356</b>

51

51

Shared Ed Program				17
Ag Ed Classes				18
Industrial Tech Classes				2
Virtual Technology Classes				0
	TOTAL	0	0	20
Total of D KDG through Grade 12	1184	1165	0	1146

Item 6.2.3 Parent – Teacher Conference Reports – School Administrators

**BACKGROUND INFORMATION:** The first parent-teacher conference session of the school year is completed. Building Administrators are present this evening to review the participation reports and answer any questions you may have.

**SUGGESTED BOARD ACTION:** (no formal action anticipated)



Inman Primary School

2013-14 Parent Teacher Conference Report

Grade & Teacher	# of conferences possible for each teacher	# of conferences completed for each teacher	% of conferences completed for each teacher
K-Billings	20	20	100%
K-Smits	19	18	95%
K-Berglund	20	20	100%
K-Nielsen	19	19	100%
DK_Weathers	11	11	100%
1-Confer	19	19	100%
1-Dolch	20	20	100%
1-Pegg	20	20	100%
1Rehbein	19	19	100%
1-Graber	18	18	100
2-Fellers	23	23	100%
2-Crouse	21	20	95%
2-Sterbick	22	22	100%
2-Walford	20	19	95%
3-Erickson	20	20	100%
3-Jones	21	21	100%
3-Pease	20	19	95%
3-Vannausdle	20	20	100%
Title-Dentlinger	20	20	100%
Title-Moore	6	6	100%
Title-Bruce	24	22	92%
Art-Euken	0	0	-
P.E.-Lamb	0	0	-
Couns.-Schellhammer	1	1	100%
Music- Wernhoff	0	0	-
Sped-Hambright	12	12	100%
Sped-Weber/Gilleland	6	6	100%
ELO Hoeksema	20	20	100%

Number of conferences possible school-wide --435

Number of conferences competed school-wide - 430

% of conferences completed school-wide: 99%

Number of conferences completed by the school principal or shared with another person: Principal - 7; other person - 50 (Title I Teachers)

Number of conferences completed using some technology format other than face to face: none reported

Number of teachers absent during conference time; the reasons for the absence; and the method used to make-up the missed conferences.

- 2 teachers missed both nights due to long-term sick leave.
- 1 long-term Special Ed substitute held conferences for 1 Special Ed teacher.

Washington Intermediate School - Conference Report Fall 2013				
	Number of students possible	Number of conferences held at school	Number of conferences held by phone or other method	Percent
5th Grade:				
Knutson	22	19	3	100
Swartz	21	20	1	100
Cockburn	22	21	1	100
Timmerman	22	22		100
4th Grade:				
Kunze	22	22		100
Haufle	21	21		100
Chelsvig	22	22		100
Montgomery	22	21	1	100
Total:	174	168	6	100% (97% held at school in person)
Other:				
Hoeksema/ Guerra	All ELL parents came to conferences and had either the ELL Teacher or Translator or both			
Subbert	Was available for parents to visit with both nights. None had issues to discuss.			
Schellhammer	Sat in on one conference with a classroom teacher and parent.			
Hardy	Parents of Title I students were invited to his room. He had 13 conferences.			
Kaiser	Meet with 15 parents of ELO students from WIS			

Other shared staff: Kilpatrick, Wemhoff, Euken (was not here at all - sick leave), Adams  
 Were not in this building - we put a note up that if parents needed to see them they could leave their names and the teacher would get in touch with them. I do not believe we had any leave a name.

MS Conference Schedules 13-14			MS Conference % & ratio 13-14		
		turned in	%	Ratio	
Shana	Brown	x	92	11/12	never could connect with one parent & the student is absent a lot.
David	Carlson	x	100	15/15	
Mary	Carlson	x	100	13/13	
Janelle	Erickson	x	100	13/13	
Leanne	Fluckey	x	100	10/10	
Patty	Henke	x	100	11/11	
John	Hewett	x	100	15/15*	*he also had a conference with a dual-enrolled HSAP student so he moved up one
Adam	Hietbrink	x	100	16/16	
Stacy	Kutzli	x	100	11/11	
Rachel	Lammert	x	93	14/15	could never reach the parent
Kelsey	Mangold	x	94	15/16	could never reach the parent
Mandy	Manz	x	93	14/15	kept calling a parent, no answer, hung up on her one time, parent never called back to set up another time.
Michael	Moran	x	100	15/15	
Hayley	Perkins	x	100	12/12	
Daniel	Pollock	x	93	14/15	one parent does not return phone messages or messages sent home with student
Stacey	Rolenc	x	100	13/13	
Clara	Shankle	x	100	7/7	
Vicki	Sickels	x	100	15/15	
Stephen	Sullivan	x	100	7/7	
Kay	Willey	x	100	14/14	
<b>Building</b>			98	255/260	actual building total is 265 minus 5 home schooled (dual or HSAP only that don't do conferences) = 260

H.S. Conference Report

Teacher	# attended	Total #
Allison	13	13
Batula	14	15
Berry	10	10
Black	20	22
Blomstedt	14	15
Erickson	11	11
Eubank	4	6
Freiberg	14	14
Gambs	3	9
Grim	13	17
Harter	8	15
Kohout	13	16
Kurtz	10	12
Marsden	16	21
Mayes	9	10
Moyers	15	15
Panec	17	20
Peterson	7	14
Podliska	11	11
Reeve	9	11
Rhodes	10	12
Rouse	15	15
Sogas	11	13
Spencer	9	20
Uhl	1	1
	277	338
	81.95%	