



## **Red Oak Community School District**

**1901 N. Broadway Street, Suite A**

**Red Oak, Iowa 51566**

**712.623.6600**

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

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

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

Monday, June 24, 2019 – 7:00 pm

#### **- Amended Agenda -**

- 1.0 Call to Order – Board of Directors President Mark Johnson
- 2.0 Roll Call – Board of Directors Secretary Deb Drey
- 3.0 Approval of the Agenda – President Mark Johnson
- 4.0 Public Presenters/Guest and Visitors Addressing the Board
- 5.0 Communications
  - 5.1 Good News from Red Oak Schools
  - 5.2 Visitors and Presentations
  - 5.3 Affirmations and Commendations
  - 5.4 Correspondence
  - 5.5 Public Comments
- 6.0 Consent Agenda
  - 6.1 Review and Approval of Minutes from June 10, 2019 and June 19, 2019 *pg 4-8*
  - 6.2 Review and Approval of Monthly Business Reports *pg 9-29*
  - 6.3 Open Enrollment for 2<sup>nd</sup> Grader Nolan Baucom from Stanton Community School District to Red Oak Community School District for the 2019-2020 school year due to a move in May, 2019 *(on table)*
- 7.0 General Business for the Board of Directors
  - 7.1 Old Business
    - 7.1.1 Discussion/Approval of the replacement of 6 laptops for office staff at the Admin Center, Inman Office, Washington Office, and High School Principal *pg 30*
    - 7.1.2 Discussion/Approval of ratifying 2019-2021 Red Oak Support Staff Association Master Contract *pg 31-33*
    - 7.1.3 Discussion/Approval of purchase of property at 604 S Broadway *pg 34-50*
    - 7.1.4 Discussion/Approval of Weight Room Flooring Bid *pg 51-59*
    - 7.1.5 Discussion/Approval of Weight Room Equipment Bid
    - 7.1.6 Discussion Day Care/Pre School Project Update
  - 7.2 New Business
    - 7.2.1 Discussion/Approval of Crisis plans for Inman Elementary and Jr/Sr High School *(on table)*

- 7.2.2 Discussion/Approval of listing of items for disposal at auction (on table)
- 7.2.3 Discussion/Approval of the Registration Fees for the 2019-2020 school year
- 7.2.4 Discussion/Approval of the Second Amendment to the School Beyond (on table)  
School Contract for the 2019-2020 school year Pg 60
- 7.2.5 Discussion/Approval of the YES Mentoring Contract for the 2019-2020  
school year Pg 61-62
- 7.2.6 Discussion/Approval of Street Smarts Driver's Education renewal for the  
2019-2020 school year pg 63 - 67
- 7.2.7 Discussion/Approval of 2019-2020 Industrial Tech and Voc Ag Sharing  
Agreement with Stanton Community School District Pg 68
- 7.2.8 Discussion/Approval of purchasing Time and Attendance and Frontline  
Central modules to interface with Frontline Absence module for 2019-2020  
school year Pg 69-84

Personnel Considerations

- 7.2.9 Discussion/Approval of Staff Restructuring Model (on table)
- 7.2.10 Discussion/Approval of issuing 2019-2020 contracts to non-bargaining  
staff (on table)
- 7.2.11 Discussion/Approval of the resignation of Kirstin Blake as Para-  
Professional at Inman Elementary and High School Flag Corp Sponsor  
effective at the end of the 2018-2019 school year Pg 85
- 7.2.12 Discussion/Approval of hiring Nathan Namanny as Senior High School  
Assistant Football Coach for the 2019-2020 school year Pg 86
- 7.2.13 Discussion/Approval of hiring Cory Archer as Weight Training Sponsor  
for the 2019-2020 school year Pg 87
- 7.2.14 Discussion/Approval of hiring Debra Robertson as Elementary Teacher for  
the 2019-2020 school year Pg 88
- 7.2.15 Discussion/Approval of the resignation of Madeline Gelber as High School  
Student Council Co-Sponsor effective at the end of the 2018-2019 school  
year Pg 89
- 7.2.16 Discussion/Approval of resignation of Keith Hardy as Title I Teacher and  
Safety Patrol Sponsor effective at the end of the 2018-2019 school year Pg 90
- 7.2.17 Discussion/Approval of hiring of Kimbra Leinen as K-6 Special Education  
Instructor for the 2019-2020 school year Pg 91
- 7.2.18 Discussion/Approval of hiring Andrea Wonio Grades K-6 Reading  
Intervention-Title Reading Instructor for the 2019-2020 school year Pg 92
- 7.2.19 Discussion/Approval of resignation of Tiegen Podliska as Middle School  
Head Football coach effective the end of the 2018-2019 school year pending  
finding a suitable replacement Pg 93
- 7.2.20 Discussion/Approval of amending Barbara Gilliland's 2019-2020 contract  
to BA Lane/Step 2 Pg 94
- 7.2.21 Board Evaluation of the School Business Official – Closed Session per  
Section 21.5(1)(i) of the Iowa Code to evaluate the professional competency  
of an individual whose appointment, hiring, performance or discharge is  
being considered when necessary to prevent needless and irreparable injury  
to that individual's reputation and that individual requests a closed session  
and per section 21.5(1)(a) of the Iowa Code to review or discuss records

which are required or authorized by state or federal law to be kept confidential.

7.2.22 Discussion/Approval of issuing a contract to Business Manager/Board Secretary-Treasurer Debra Drey for the 2019-2020 school year

7.2.23 Board Evaluation of the Superintendent – Closed Session per Section 21.5(1)(i) of the Iowa Code to evaluate the professional competency of an individual whose appointment, hiring, performance or discharge is being considered when necessary to prevent needless and irreparable injury to that individual's reputation and that individual requests a closed session and per section 21.5(1)(a) of the Iowa Code to review or discuss records which are required or authorized by state or federal law to be kept confidential.

7.2.24 Discussion/Approval of issuing a contract to Superintendent Thomas Messenger for the 2019-2020 school year

#### 8.0 Reports

8.1 Administrative

8.2 Future Conferences, Workshops, Seminars

8.3 Other Announcements

8.4 Board Member Requested Item(s) for next meeting agenda

9.0 Next Board of Directors Meeting: Monday, July 8, 2019 – 7:00 pm  
Red Oak Inman Primary  
Red Oak CSD Inman Primary Campus

10.0 Adjournment

Red Oak Community School District  
Meeting of the Board of Directors  
Meeting Location: Red Oak Inman Primary Media Center  
Red Oak Inman Primary Campus  
June 10, 2019

The regular meeting of the Board of Directors of the Red Oak Community School District was called to order by President Mark Johnson at 7:00 p.m. at the Red Oak Inman Primary Media Center.

**Present**

Directors: Bret Blackman, Bryce Johnson, Mark Johnson, Kathy Walker  
Superintendent Tom Messinger (by phone), Business Manager Deb Drey

**Approval of Agenda**

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

**Good News from Red Oak Schools**

The High School Tennis team qualified for the state tournament, finishing in the top eight. Sophie Walker and Macy Baker qualified as individuals with Walker placing third.

**Presentations:**

Mindy Riibe from Taher presented the May Board Bites.

Tom Messinger updated the Board on the construction project and Washington Early Childhood Center timelines. The District is still on schedule to occupy the Junior/Senior High School building on August 1, 2019. Pre School classrooms will occupy classrooms on the north side of the Early Childhood Center until the south side classrooms are renovated, anticipated to be in December, 2019. The Day Care rooms should be renovated and ready at the time school starts.

**Consent Agenda**

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

**Property Purchase**

Due to a discrepancy in offers, no action was taken on this item. It will be placed on the next agenda.

**Program Sharing with Essex School District**

Motion by Director Walker, second by Director Bryce Johnson to share a Spanish Instructor, Art Instructor, and Vocational Agriculture program with Essex School District. Motion carried unanimously.

**Inman Elementary School Playground Equipment**

Motion by Director Walker, second by Director Blackman to accept the Boland Recreation Option 2 bid as presented in the amount of \$62,750 and engineered wood fiber in the amount of \$7,150 for playground equipment at Inman Elementary School. Motion carried unanimously.

**Continuation of June 10, 2019 Meeting Minutes-Page 2**

**Fieldhouse and Weight Room Flooring and Equipment**

Motion by Director Blackman, second by Director Bryce Johnson to approve the bid from Sport Construction Midwest for turf and netting for the Field House in the amount of \$49,480. Motion carried unanimously.

Weight Room flooring and equipment will be put on the next agenda.

**ROSSA 2019-2020 Master Contract**

This item will be placed on the next agenda.

**2019-2020 Supplemental Contracts**

Motion by Director Walker, second by Director Bryce Johnson to approve the 2019-2020 Supplemental Contracts as presented. Motion carried unanimously.

**Red Oak Plaza Lease Agreement**

Motion by Director Bryce Johnson, second by Director Blackman to approve a lease for space at the Red Oak Plaza for use as a weight room for June 11, 2019 to September 10, 2019, for \$800 per month, contingent on the school attorney's approval of the lease. Motion carried unanimously.

**6<sup>th</sup> Grade Curriculum Materials**

Motion by Director Bryce Johnson, second by Director Walker to approve the purchase of 6<sup>th</sup> Grade curriculum materials for the 2019-2020 school year as presented. Motion carried unanimously.

**Inman Elementary Desks and Cafeteria Tables**

Motion by Director Walker, second by Director Blackman to approve the purchase of student desks and cafeteria tables as presented. Motion carried unanimously.

**Drey Unused Vacation Days**

Motion by Director Blackman, second by Director Bryce Johnson to pay Business Manager Deb Drey for 15 unused vacation days. Motion carried unanimously.

**Perrien Unused Vacation Days**

Motion by Director Bryce Johnson, second by Director Walker to pay MS/HS Principal Nate Perrien for 20 unused vacation days. Motion carried unanimously.

**Personnel Considerations**

Staff Restructuring Model will be on the next agenda.

Motion by Director Blackman, second by Director Walker to approve the resignation of Grace Freking as high school math instructor and National Honor Society sponsor at the end of the 2018-2019 school year. Motion carried unanimously.

Motion by Director Blackman, second by Director Bryce Johnson to approve the resignation of Accounting Clerk Monica Blay effective June 30, 2019. Motion carried unanimously.

Motion by Director Walker, second by Director Blackman to approve the resignation of Para Professional Jessica McFarland at the end of the 2018-2019 school year. Motion carried unanimously.

Motion by Director Blackman, second by Director Walker to approve the resignation of Special Education Coordinator Ann Gigstad at the end of the 2018-2019 school year. Motion carried unanimously.

**Continuation of June 10, 2019 Meeting Minutes-Page 3**

Motion by Director Walker, second by Director Bryce Johnson to approve the resignation of High School Guidance Counselor Danielle Floerchinger-Herrington at the end of the 2018-2019 school year. Motion carried unanimously.

Motion by Director Walker, second by Director Blackman to approve the resignation of Para Professional Heather Johnson at the end of the 2018-2019 school year. Motion carried unanimously.

Motion by Director Walker, second by Director Blackman to approve the resignation of Arryn Gillespie as 8<sup>th</sup> Grade Volleyball Coach at the end of the 2018-2019 school year pending finding a suitable replacement. Motion carried unanimously.

Motion by Director Walker, second by Director Bryce Johnson to approve the resignation of Meshell Billings as Teacher Leadership Compensation Mentor Teacher effective at the end of the 2018-2019 school year. Motion carried unanimously.

Motion by Director Walker, second by Director Bryce Johnson to approve contracts for Elementary Teacher Leadership Compensation Instructional Coaches to Jacki Viner and Kelly Jones for the 2019-2020 school year. Motion carried unanimously.

Motion by Director Walker, second by Director Bryce Johnson to approve contracts for Elementary Teacher Leadership Compensation Lead Teachers to Arryn Gillespie, Anna Harmsen, Melinda Smits, Beth Rehbein, Kristina Chilton, Sue Chelsvig, Ashley Gacke, and Connie Dentlinger for the 2019-2020 school year. Motion carried unanimously.

Motion by Director Blackman, second by Director Bryce Johnson to approve hiring Barbara Gilliland as Grades 7-12 Special Education Instructor for the 2019-2020 school year. Motion carried unanimously.

Motion by Director Bryce Johnson, second by Director Blackman to approve hiring Nathan Namanny as a High School Math Instructor for the 2019-2020 school year. Motion carried unanimously.

Motion by Director Walker, second by Director Blackman to hire SueAnn Crouse as the High School National Honor Society Sponsor for the 2019-2020 school year. Motion carried unanimously.

**Closed Session per Iowa Code Section 21.5(1)(i)**

Motion by Director Walker, second by Director Blackman to enter closed session at 8:48 p.m. per Section 21.5(1)(i) of Iowa Code to evaluate the professional competency of an individual whose appointment, hiring, performance or discharge is being considered when necessary to prevent needless and irreparable injury to that individual's reputation and that individual request a closed session and per Section 21.5(1)(a) of the Iowa Code to review or discuss records which are required or authorized by state or federal law to be kept confidential. Motion carried unanimously.

Exited closed session at 9:05 p.m.

**Adjournment**

Motion by Director Bryce Johnson, second by Director Blackman to adjourn the meeting at 9:07 p.m. Motion carried unanimously.

**Continuation of June 10, 2019 Meeting Minutes-Page 4**

Next Board of Directors Meeting

Monday, June 24, 2019 – 7:00 p.m.  
Red Oak Inman Primary Media Center  
Red Oak CSD Inman Primary Campus

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Mark Johnson, President

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Deb Drey, Board Secretary

Red Oak Community School District  
Meeting of the Board of Directors  
Meeting Location: Red Oak Inman Primary Media Center  
Red Oak Inman Primary Campus  
June 19, 2019

The regular meeting of the Board of Directors of the Red Oak Community School District was called to order by President Mark Johnson at 5:00 p.m. at the Red Oak Community Schools Central Office Conference Room.

**Present**

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

**Approval of Agenda**

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

**Grades 7-12 Guidance Counselor**

Motion by Director Carlson, second by Director Walker to hire Joyce Kathleen Linke as Grades 7-12 Guidance Counselor for the 2019-2020 school year. Motion carried unanimously.

**East Mills Shared Guidance Counselor**

Motion by Director Bryce Johnson, second by Director Walker to approve the Guidance Counselor Sharing Agreement with East Mills Community School District including extended contract days for the 2019-2020 school year. Motion carried unanimously.

**Adjournment**

Motion by Director Carlson, second by Director Bryce Johnson to adjourn the meeting at 5:09 p.m. Motion carried unanimously.

Next Board of Directors Meeting

Monday, June 24, 2019 – 7:00 p.m.  
Red Oak Inman Primary Media Center  
Red Oak CSD Inman Primary Campus

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Mark Johnson, President

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Deb Drey, Board Secretary



Vendor Name	Invoice Number	Amount
Account Number	Detail Description	Amount
Checking Account ID 1	Fund Number 10	OPERATING FUND
BADGER BODY & TRUCK EQ. CO.	103097	225.00
10 0020 2700 000 0000 618	Bus #20 Lift Gate Service/Maintenance	225.00
Vendor Name BADGER BODY & TRUCK EQ. CO.		<u>225.00</u>
CAMBLIN MECHANICAL INC	19-5902	1,195.72
10 0109 2600 000 0000 432	IPS Hot Water Circulation Pump	1,195.72
Vendor Name CAMBLIN MECHANICAL INC		<u>1,195.72</u>
CAPITAL SANITARY SUPPLY CO.	36048	150.00
10 0010 2600 000 0000 618	Soap/Hand San. Dispensers	150.00
CAPITAL SANITARY SUPPLY CO.	36276	307.19
10 0010 2600 000 0000 618	Districtwide TP/Trifold Towels	307.19
CAPITAL SANITARY SUPPLY CO.	36447	225.68
10 0010 2600 000 0000 618	Districtwide Paper Towels	225.68
Vendor Name CAPITAL SANITARY SUPPLY CO.		<u>682.87</u>
CASE STORE	C180546	86.86
10 0109 1300 310 0000 612	pH Storage Solution	86.86
Vendor Name CASE STORE		<u>86.86</u>
CASEY'S BUSINESS MASTERCARD	060119CBMC	35.29
10 0020 2700 000 0000 626	State Tennis 2018-2019	35.29
Vendor Name CASEY'S BUSINESS MASTERCARD		<u>35.29</u>
CDW GOVERNMENT, INC.	SLQ9023	516.90
10 0010 2235 000 0000 618	DELL 34IN MONITOR - P3418HW	516.90
Vendor Name CDW GOVERNMENT, INC.		<u>516.90</u>
CENTER FOR THE COLLABORATIVE CLASSROOM	212273	6,339.60
10 0010 1000 100 8017 641	IDR, GRADE 6, FICTION AND NONFICTION, SE	1,745.00
10 0010 1000 100 8017 641	MAKING MEANING, 3RD ED., CLASSROOM PACKA	750.00
10 0010 1000 100 8017 641	BEING A WRITER, 2ND ED., CLASSROOM PACKA	750.00
10 0010 1000 100 8017 641	BR GR. K-2 SM GRP READING SET 13	875.00
10 0010 1000 100 8017 641	BR GR K-2 SM GRP READING SET 14	875.00
10 0010 1000 100 8017 641	BR GR K-2 SM GRP READING SET 15	875.00
10 0010 1000 100 8017 641	SHIPPING	469.60
Vendor Name CENTER FOR THE COLLABORATIVE CLASSROOM		<u>6,339.60</u>
CENTURY LINK	060119CL	132.00
10 0020 2490 000 0000 530	Two-Way Transmitter	132.00
Vendor Name CENTURY LINK		<u>132.00</u>
CHEMSEARCH	3564110	268.00
10 0010 2600 000 0000 432	Contract Water Treatment Program	268.00

Vendor Name	Invoice Number	Amount
Account Number	Detail Description	Amount
Vendor Name CHEMSEARCH		<u>268.00</u>
CHILTON, KRISTINA	060619CC	287.45
10 0418 1000 100 8001 612	REIMBURSEMENT FOR CLASSROOM SUPPLIES	287.45
Vendor Name CHILTON, KRISTINA		<u>287.45</u>
CONTROL MASTERS	3931032	1,618.05
10 0445 2600 000 0000 432	WIS Scheduled Pneumatic Maintenance	1,618.05
Vendor Name CONTROL MASTERS		<u>1,618.05</u>
COUNSEL OFFICE & DOCUMENTS	34AR398583	1,678.32
10 0109 1000 100 0000 359	HS Office Clicks - 5/2019	262.65
10 0109 1000 100 0000 359	HS Media Center Clicks - 5/2019	52.17
10 0418 1000 100 0000 359	IPS Teacher Workroom Clicks - 5/2019	75.72
10 0418 1000 100 0000 359	IPS Office Clicks - 5/2019	139.24
10 0418 1000 100 0000 359	IPS Media Center Clicks - 5/2019	477.31
10 0209 1000 100 0000 359	MS Media Center Clicks - 5/2019	117.79
10 0209 1000 100 0000 359	MS 3rd Floor Clicks - 5/2019	23.04
10 0209 1000 100 0000 359	MS Office Clicks - 5/2019	156.84
10 0010 2235 000 0000 359	Steady Serve - 5/2019	12.99
10 0445 1000 100 0000 359	WIS Office Clicks - 5/2019	41.03
10 0445 1000 100 0000 359	WIS Media Center Clicks - 5/2019	194.88
10 0010 2520 000 0000 618	Admin Office Clicks - 5/2019	124.66
Vendor Name COUNSEL OFFICE & DOCUMENTS		<u>1,678.32</u>
DEGROOT, DANIEL	052919DDG	178.62
10 0209 1000 100 0000 580	March/April 2019 Reimbursement	178.62
DEGROOT, DANIEL	060219DDG	82.44
10 0209 1000 100 0000 580	May 2019 Mileage Reimbursement	82.44
Vendor Name DEGROOT, DANIEL		<u>261.06</u>
DEPARTMENT OF EDUCATION	546300001906	640.00
	12	
10 0020 2700 000 0000 434	Annual Bus Inspections x 16	640.00
Vendor Name DEPARTMENT OF EDUCATION		<u>640.00</u>
DOLCH, REBECCA	061019JD	79.38
10 0418 1000 100 8001 612	REIMBURSEMENT FOR CLASSROOM SUPPLIES	79.38
Vendor Name DOLCH, REBECCA		<u>79.38</u>
EAST MILLS COMMUNITY SCHOOLS	061219EMCSD	17,791.48
10 0010 1000 100 0000 567	OE 2nd Semester 2018-2019	16,660.00
10 0010 1000 130 3116 567	TLC 2nd Semester 2018-2019	1,131.48
Vendor Name EAST MILLS COMMUNITY SCHOOLS		<u>17,791.48</u>
FAREWAY FOOD STORES	3075	648.87

RED OAK BOARD REPORT

Vendor Name	Invoice Number	Amount
Account Number	Detail Description	Amount
10 0010 2310 000 0000 611	Teacher/Retiree Recognition Ceremony	648.87
FAREWAY FOOD STORES	67152	15.11
10 0010 2310 000 0000 611	Teacher/Retiree Recognition Ceremony	15.11
Vendor Name FAREWAY FOOD STORES		<u>663.98</u>
FIRST BANKCARD	061019FBC1	92.95
10 0010 2600 000 0000 618	Ice Machine Sensor	92.95
FIRST BANKCARD	061019FBC1-1	479.98
10 0010 2600 000 0000 731	30 Gal Sprayer for Maintenance	479.98
FIRST BANKCARD	061019FBC1-2	148.91
10 0010 2600 000 0000 731	Weed Control Chemicals/Supplies	148.91
FIRST BANKCARD	061019FBC1-4	53.50
10 0209 1000 421 3227 618	School Beyond School - Meal at Buck Snor	53.50
FIRST BANKCARD	061019FBC2	94.90
10 0418 1000 100 0000 612	DELETE WONDERSHARE DVD CREATOR MULTI USE	89.95
10 0418 1000 100 0000 612	DELETE DOWNLOAD INSURANCE SERVICE 24 MO.	4.95
FIRST BANKCARD	061019FBC3	25.50
10 0010 2321 000 0000 531	Admin Express Mail for Caseys	25.50
FIRST BANKCARD	061019FBC3-1	88.00
10 0010 2213 132 3376 330	IBoE Licensure	88.00
FIRST BANKCARD	061019FBC3-2	18.83
10 0109 1000 100 0000 580	Ad Ed Conference Travel	18.83
FIRST BANKCARD	061019FBC4	675.34
10 0209 1000 110 0000 580	RESERVATIONS FOR IA BANDMASTERS CONF.	526.38
10 0209 1000 110 0000 580	ESTIMATED TAX ON ROOMS.	148.96
FIRST BANKCARD	061019FBC4-4	200.00
10 0109 1300 340 0000 580	ProStart Training Conference	200.00
FIRST BANKCARD	061019FBChh-1	44.90
10 0010 2600 000 0000 618	Tape Dispensers	44.90
FIRST BANKCARD	061019FBChh-10	35.54
10 0010 2600 000 0000 618	Bubble Wrap	35.54
FIRST BANKCARD	061019FBChh-12	190.28
10 0109 1300 310 0000 612	32 Qt Gasket Boxes - 8 Storage Tubs	190.28
FIRST BANKCARD	061019FBChh-13	33.49
10 0010 2321 000 0000 611	Mini-Blind for Office	33.49
FIRST BANKCARD	061019FBChh-14	1,560.00
10 0010 2213 132 3376 320	Drake Univ Course for Teacher	1,560.00
FIRST BANKCARD	061019FBChh-15	44.46
10 0010 2213 132 3376 320	Pay Path for Class - Drake Univ	44.46
FIRST BANKCARD	061019FBChh-16	94.87
10 0010 2321 000 0000 810	Interest on Purchases	94.87

Vendor Name	Invoice Number	Amount
Account Number	Detail Description	Amount
FIRST BANKCARD	061019FBChh-2	24.95
10 0445 1000 100 8002 618	Pillow Cases for Project	24.95
FIRST BANKCARD	061019FBChh-5	162.48
10 0209 1000 100 0000 612	MS Professional Development	81.24
10 0109 1000 100 0000 612	HS Professional Development	81.24
FIRST BANKCARD	061019FBChh-6	25.13
10 0418 1000 100 8001 612	PTO Envelopes	25.13
FIRST BANKCARD	061019FBChh-8	50.26
10 0418 1000 100 8001 612	PTO Envelopes	50.26
FIRST BANKCARD	061019FBChh-9	125.56
10 0418 1000 100 8001 612	THE 7 HABITS OF HAPPY KIDS COLLECTION BY	30.79
10 0418 1000 100 8001 612	KINETIC SAND, 3LBS BEACH SAND	11.69
10 0418 1000 100 8001 612	INSIDE OUT BOX OF MIXED EMOTIONS	10.39
10 0418 1000 100 8001 612	VIVIDLIKE ECO-FRIENDLY HALLOWEEN CHRISTM	24.79
10 0418 1000 100 8001 612	5 POINT SCALE FOR SOCIAL INTERACTIONS	47.90
Vendor Name FIRST BANKCARD		<u>4,269.83</u>
FOLLETT LIBRARY RESOURCES	480098	38.01
10 0209 2222 000 0000 643	BOOK, "CHOKER", FOR THE MIDDLE SCHOOL ME	5.12
10 0209 2222 000 0000 643	BOOK, "HONESTLY BEN", FOR THE MIDDLE SCH	9.54
10 0209 2222 000 0000 643	BOOK, "OPENLY STRAIGHT",	8.69
10 0209 2222 000 0000 643	BOOK, "RESCUED", FOR THE MIDDLE SCHOOL M	9.54
10 0209 2222 000 0000 643	BOOK, "WHAT WE HIDE", FOR THE MIDDLE SCH	5.12
FOLLETT LIBRARY RESOURCES	497439	149.14
10 0109 2222 000 0000 643	13 Titles	149.14
FOLLETT LIBRARY RESOURCES	497439F	24.18
10 0109 2222 000 0000 643	13 Titles	24.18
Vendor Name FOLLETT LIBRARY RESOURCES		<u>211.33</u>
FREMONT MILLS COMMUNITY SCHOOL DISTRICT	0075	3,493.63
10 0010 1000 100 0000 567	OE 2nd Semester 2018-2019	3,332.00
10 0010 1000 130 3116 567	TLS 2nd Semester 2018-2019	161.63
Vendor Name FREMONT MILLS COMMUNITY SCHOOL DISTRICT		<u>3,493.63</u>
GLENWOOD COMMUNITY SCHOOLS	061019GCSD	6,016.22
10 0010 1200 217 3303 320	Apex May 2019 x 2	6,016.22
GLENWOOD COMMUNITY SCHOOLS	062019GCSD	161.64
10 0010 1000 130 3387 567	TLC - 2nd Semester 2018-2019	161.64
Vendor Name GLENWOOD COMMUNITY SCHOOLS		<u>6,177.86</u>
GREAT AMERICA FINANCIAL SERVICES	24951644	1,421.80
10 0010 2520 000 0000 618	Admin Office Copier Lease - 5/2019	250.78

Vendor Name	Invoice Number	Amount
Account Number	Detail Description	Amount
10 0445 1000 100 0000 359	WIS Office Copier Lease - 5/2019	113.98
10 0445 1000 100 0000 359	WIS Media Center Copier Lease - 5/2019	134.42
10 0109 1000 100 0000 359	HS Office Copier Lease - 5/2019	160.48
10 0109 1000 100 0000 359	HS Media Center Copier Lease - 5/2019	134.38
10 0418 1000 100 0000 359	IPS Copier Lease - 5/2019	139.00
10 0418 1000 100 0000 359	IPS Teacher Workrm CopierLease - 5/2019	107.69
10 0418 1000 100 0000 359	IPS Media Center Copier Lease - 5/2019	134.38
10 0209 1000 100 0000 359	MS Office Copier Lease - 5/2019	139.00
10 0209 1000 100 0000 359	MS Media Ctr Copier Lease - 5/2019	107.69
Vendor Name	GREAT AMERICA FINANCIAL SERVICES	<u>1,421.80</u>
HENKE, PATTY	061719PH	204.94
10 0109 1300 340 0000 580	ProStart Conference Expenses	204.94
Vendor Name	HENKE, PATTY	<u>204.94</u>
HOUGHTON STATE BANK	060719HSB	15.00
10 0010 2310 000 0000 611	Safe Deposit Box Rental	15.00
Vendor Name	HOUGHTON STATE BANK	<u>15.00</u>
HY VEE FOOD STORES	061019HV	10.99
10 0209 1000 100 0000 612	CHARCOAL FOR THE PBIS 6TH GRADE COOK OUT	10.99
HY VEE FOOD STORES	061019HV-11	14.94
10 0010 2235 000 0000 618	Ziplock Bags for Tech Storage	14.94
HY VEE FOOD STORES	061019HV-2	74.95
10 0418 1000 100 8001 612	DONUTS	74.95
HY VEE FOOD STORES	061019HV-3	47.53
10 0109 2410 000 0000 618	Professional Development	47.53
HY VEE FOOD STORES	061019HV-4	101.79
10 0109 2410 000 0000 618	Professional Development Supplies	101.79
HY VEE FOOD STORES	061019HV-7	260.68
10 0109 2410 000 0000 618	Academic Beakfast	260.68
HY VEE FOOD STORES	061019HV-9	19.99
10 0010 2310 000 0000 611	ROCSO Board Meeting	19.99
Vendor Name	HY VEE FOOD STORES	<u>530.87</u>
IAAE	330585-330614	390.00
10 0109 1300 310 0000 320	IA Assoc of Ag Educators Dues	390.00
IAAE	330705	315.00
10 0109 1300 310 0000 320	IAAE Conference Registration	315.00
Vendor Name	IAAE	<u>705.00</u>
JOSTENS	N002770717	344.97
10 0109 1000 110 0000 612	Graduation Chenilles	344.97
Vendor Name	JOSTENS	<u>344.97</u>

Vendor Name	Invoice Number	Amount
Account Number	Detail Description	Amount
KIDZ STUFF LLC	214262	3,546.45
10 0445 1000 420 1116 612	SUMMER BRIDGE ACTIVITIES K-1 GRADES	699.30
10 0445 1000 420 1116 612	SUMMER BRIDGE ACTIVITEIS 1-2 GRADES	1,348.65
10 0445 1000 420 1116 612	SUMMER BRIDGE ACTIVITIES 3-4 GRADES	649.35
10 0445 1000 420 1116 612	SUMMER BRIDGE ACTIVITIES PREK-K GRADES	849.15
Vendor Name KIDZ STUFF LLC		<u>3,546.45</u>
MATHESON TRI-GAS	19290061	258.69
10 0109 1300 370 0000 612	Acetylene Refill	211.74
10 0109 1300 370 0000 612	Oxygen Refill	46.95
MATHESON TRI-GAS	19707513	360.50
10 0109 1300 370 0000 612	Aceytlene Gas	311.74
10 0109 1300 370 0000 612	Oxygen Gas Refill	48.76
Vendor Name MATHESON TRI-GAS		<u>619.19</u>
MEDIACOM	061219MC	43.31
10 0010 2236 000 0000 536	PRI Lines - 6/2019	43.31
MEDIACOM	60619MC	43.31
10 0010 2236 000 0000 536	PRI Lines - Admin Office	43.31
Vendor Name MEDIACOM		<u>86.62</u>
MIDAMERICAN ENERGY	061819MAE	21,035.92
10 0445 2600 000 0000 622	WIS Electricity - 6/2019	3,352.78
10 0109 2600 000 0000 622	HS Electricity - 6/2019	5,930.35
10 0418 2600 000 0000 622	IPS Electricity - 6/2019	7,854.15
10 0209 2600 000 0000 622	MS BB Court Electricity - 6/2019	10.00
10 0209 2600 000 0000 622	MS Electricity - 6/2019	3,536.14
10 0020 2600 000 0000 622	Sports Complex Electricity - 6/2019	28.29
10 0020 2600 000 0000 622	Bus Barn Electricity - 6/2019	324.21
MIDAMERICAN ENERGY	388015442	39.44
10 0010 2600 000 0000 622	Webster Electricity - 5/2019	39.44
MIDAMERICAN ENERGY	388026643	287.10
10 0109 2600 000 0000 622	Sports Complex Electricity - 5/2019	287.10
Vendor Name MIDAMERICAN ENERGY		<u>21,362.46</u>
NASSP	9001184566	385.00
10 0109 2410 000 0000 618	Honor Society Renewal	385.00
Vendor Name NASSP		<u>385.00</u>
NOLTE, CORNMAN & JOHNSON P.C.	061019NCJ	75.00
10 0010 2310 000 0000 320	Board Presentation 2/25/19	75.00
Vendor Name NOLTE, CORNMAN & JOHNSON P.C.		<u>75.00</u>
OREILLY AUTO PARTS	0298-485078	30.97
10 0020 2700 000 0000 618	Weather Stripping for Buses	30.97
OREILLY AUTO PARTS	0298-485352	15.98
10 0020 2700 000 0000 618	Silicone For Bus Repairs	15.98

14

Vendor Name	Invoice Number	Amount
Account Number	Detail Description	Amount
OREILLY AUTO PARTS	0298-485374	7.13
10 0020 2700 000 0000 618	Bus Repair - Scotch Molding	7.13
OREILLY AUTO PARTS	0298-488396	11.99
10 0020 2700 000 0000 618	Adapter for Bus	11.99
OREILLY AUTO PARTS	0298-488406	2.23
10 0010 2600 000 0000 618	Tool for Fieldhouse	2.23
Vendor Name OREILLY AUTO PARTS		<u>68.30</u>
PETTY CASH	061819PCash	186.30
10 0209 1300 340 0000 612	MS FACS Supplies	5.13
10 0209 2410 000 0000 531	Postage for Mailing	144.55
10 0209 2410 000 0000 611	Office Supplies (key, padlock, etc)	36.62
Vendor Name PETTY CASH		<u>186.30</u>
PLUMB SUPPLY/RIBACK SUPPLY	5962259	100.00
10 0010 2600 000 0000 618	Plumbing Brass Head	100.00
Vendor Name PLUMB SUPPLY/RIBACK SUPPLY		<u>100.00</u>
QUILL CORP.	7875066	74.68
10 0010 2321 000 0000 611	Office Supplies - Admin Office	74.68
Vendor Name QUILL CORP.		<u>74.68</u>
R.K. BELT AND SONS, INC.	78344	61.64
10 0020 2700 000 0000 434	Suburban Oil Change/Filter	61.64
Vendor Name R.K. BELT AND SONS, INC.		<u>61.64</u>
RED OAK CHRYSLER, INC.	179437	129.02
10 0010 2700 217 3303 434	Sped #18 Chasis Inspec/Oil Change	129.02
RED OAK CHRYSLER, INC.	179456	129.02
10 0010 2700 217 3303 434	Sped #19 Chasis Inspec/Oil Change	129.02
Vendor Name RED OAK CHRYSLER, INC.		<u>258.04</u>
RED OAK COMMUNITY SCHOOL DIST	061819PTO	100.00
10 0010 1000 100 8203 612	Additional Insurance 2018-2019	100.00
Vendor Name RED OAK COMMUNITY SCHOOL DIST		<u>100.00</u>
RED OAK EXPRESS	May2019	34.00
10 0010 2572 000 0000 540	Job Postings	34.00
RED OAK EXPRESS	May2019-1	770.75
10 0010 2572 000 0000 540	May Board Meeting Minutes/Claims	770.75
Vendor Name RED OAK EXPRESS		<u>804.75</u>
RED OAK GLASS INC.	15250	250.00
10 0020 2700 000 0000 434	Labor to Install Windsheild	250.00
Vendor Name RED OAK GLASS INC.		<u>250.00</u>
RED OAK GRAND THEATER	439	77.00
10 0209 1000 421 3227 618	SCHOOL BEYOND SCHOOL "UGLY DOLLS" SHOW	77.00

Vendor Name	Invoice Number	Amount
Account Number	Detail Description	Amount
RED OAK GRAND THEATER	440	700.00
10 0418 1000 100 8001 612	UGLY DOLLS SPECIAL SHOWING	700.00
Vendor Name RED OAK GRAND THEATER		<u>777.00</u>
RED OAK GREENHOUSES	133109	2,005.60
10 0010 1000 100 8203 612	PTO Flower Sale Supplies	2,005.60
Vendor Name RED OAK GREENHOUSES		<u>2,005.60</u>
REHBEIN, BETH	061019BR	114.27
10 0418 1000 100 8001 612	REIMBURSEMENT FOR CLASSROOM SUPPLIES	114.27
Vendor Name REHBEIN, BETH		<u>114.27</u>
RITE OF PASSAGE, INC.	60619ROP	639.92
10 0010 1200 217 3303 320	Level III Assistance Program	639.92
Vendor Name RITE OF PASSAGE, INC.		<u>639.92</u>
RIVERSIDE COMMUNITY SCHOOLS	060419RCSD	3,493.64
10 0010 1000 130 3116 567	TLC 2nd Semester 2018-2019	161.64
10 0010 1000 100 0000 567	OE 2nd Semester 2018-2019	3,332.00
Vendor Name RIVERSIDE COMMUNITY SCHOOLS		<u>3,493.64</u>
SCHILDBERG CONSTRUCTION CO.	77009	794.29
10 0010 2600 000 0000 618	Rock/Gravel for Bus Barn Lot	794.29
Vendor Name SCHILDBERG CONSTRUCTION CO.		<u>794.29</u>
SCHMITT MUSIC	876223	143.00
10 0209 1920 100 8202 612	REPAIR A MIDDLE SCHOOL OWNED TUBA	143.00
SCHMITT MUSIC	876252	74.00
10 0209 1920 100 8202 612	REPAIR A MIDDLE SCHOOL BAND TUBA	74.00
Vendor Name SCHMITT MUSIC		<u>217.00</u>
SCHOOL BUS SALES	8357	259.27
10 0020 2700 000 0000 618	Windshield for Bus #7	259.27
SCHOOL BUS SALES	83576	127.77
10 0020 2700 000 0000 618	Bus #2 Motor Accessory	127.77
SCHOOL BUS SALES	83701	275.36
10 0020 2700 000 0000 618	Roof Hatch for Bus #16	275.36
Vendor Name SCHOOL BUS SALES		<u>662.40</u>
SELLERS PEST CONTROL-ART SELLERS	27200	110.00
10 0010 2600 000 0000 425	Districtwide Pest Control	110.00
Vendor Name SELLERS PEST CONTROL-ART SELLERS		<u>110.00</u>
SINDT, BRITTAN	060619BS	165.07
10 0418 1000 100 8001 612	REIMBURSEMENT FOR SUPPLIES	165.07
Vendor Name SINDT, BRITTAN		<u>165.07</u>
STANTON COMMUNITY SCHOOL DIST.	052919SCSD	1,756.07
10 0109 1000 100 0000 565	Concurrent Classes 18-19 School Year	1,756.07
STANTON COMMUNITY SCHOOL DIST.	061119SCSD	20,823.06



Vendor Name	Invoice Number	Amount
Account Number	Detail Description	Amount
10 0445 2120 000 0000 591	Shared Guidance Counselor	20,823.06
Vendor Name STANTON COMMUNITY SCHOOL DIST.		<u>22,579.13</u>
STREETSMARTS LLC	061819SS	2,405.00
10 0109 1000 121 0000 320	Driver's Ed x 7	2,405.00
Vendor Name STREETSMARTS LLC		<u>2,405.00</u>
SW IA TIRE & SERVICE	92262	6.00
10 0010 2600 000 0000 618	Hustler Mower Tire Repair	6.00
Vendor Name SW IA TIRE & SERVICE		<u>6.00</u>
UNITED FARMERS COOPERATIVE	053119UFMC	5,495.59
10 0020 2700 000 0000 626	Ethanol - 5/2019	1,086.23
10 0020 2700 000 0000 627	Diesel - 5/2019	1,017.63
10 0010 2700 217 3303 626	Sped Ethanol - 5/2019	1,209.23
10 0010 2700 217 3303 626	Utility Ethanol - 5/2019	278.79
10 0010 2700 217 3303 627	Sped Diesel - 5/2019	151.80
10 0020 2700 000 0000 628	Propane - 5/2019	1,751.91
UNITED FARMERS COOPERATIVE	053119UFMC-1	76.40
10 0109 2600 000 0000 618	HS Door Closure Repair Supplies	8.87
10 0010 2600 000 0000 618	Weed Control Supplies	34.12
10 0010 2600 000 0000 618	BBF Marking Supplies	13.63
10 0010 2600 000 0000 618	Various Screws and Washers for Sprayer	1.10
10 0010 2600 000 0000 618	Drinking Fountain Repair at BB Field	18.68
Vendor Name UNITED FARMERS COOPERATIVE		<u>5,571.99</u>
WALFORD, KIMBERLY	60619KW	62.17
10 0418 1000 100 8001 612	REIMBURSEMENT FOR CLASSROOM SUPPLIES	62.17
Vendor Name WALFORD, KIMBERLY		<u>62.17</u>
WOODRIVER ENERGY LLC	187887	897.75
10 0209 2600 000 0000 621	MS Natural Gas - 5/2019	110.35
10 0418 2600 000 0000 621	IPS Natural Gas - 5/2019	588.53
10 0445 2600 000 0000 621	WIS Natural Gas - 5/2019	59.44
10 0109 2600 000 0000 621	HS Natural Gas - 5/82019	139.43
Vendor Name WOODRIVER ENERGY LLC		<u>897.75</u>
Fund Number 10		<u>118,356.85</u>
Checking Account ID 1	Fund Number 31	CAPITAL PROJECTS
BIL-DEN GLASS	053119BDGHS	108,319.95
31 0109 4700 000 0000 450	HS Glasswork - 5/2019	108,319.95
Vendor Name BIL-DEN GLASS		<u>108,319.95</u>
BOYD JONES CONSTRUCTION COMPANY	053119IPS	1,380.22
31 0418 4700 000 0000 450	IPS Construction Services - 5/2019	1,380.22
BOYD JONES CONSTRUCTION COMPANY	53119BJHS	229,766.65
31 0109 4700 000 0000 450	HS Construction Services - 5/2019	229,766.65
Vendor Name BOYD JONES CONSTRUCTION COMPANY		<u>231,146.87</u>

Vendor Name	Invoice Number	Amount
Account Number	Detail Description	Amount
BUILDING CRAFTS, INC.	053119BCHS	168,002.32
31 0109 4700 000 0000 450	HS Construction Services - 5/2019	168,002.32
BUILDING CRAFTS, INC.	053119BCIPS	3,462.27
31 0418 4700 000 0000 450	IPS Carpentry/Finishing Work - 5/2019	3,462.27
Vendor Name BUILDING CRAFTS, INC.		<u>171,464.59</u>
CAMBLIN MECHANICAL INC	052019CMHS	133,690.69
31 0109 4700 000 0000 450	HS Construction Services - 5/2019	133,690.69
Vendor Name CAMBLIN MECHANICAL INC		<u>133,690.69</u>
DREES HEATING & PLUMBING, INC.	052119DPHHS	134,081.68
31 0109 4700 000 0000 450	HS Heating/AC/Plumbing 5/2019	134,081.68
Vendor Name DREES HEATING & PLUMBING, INC.		<u>134,081.68</u>
GALASKA & SONS, INC.	053019GSHS	29,640.00
31 0109 4700 000 0000 450	HS Carpet/Tile Work	29,640.00
Vendor Name GALASKA & SONS, INC.		<u>29,640.00</u>
HENNINGSSEN CONSTRUCTION INC.	053019HCHS	110,702.55
31 0109 4700 000 0000 450	HS Construction Services 5/2019	110,702.55
Vendor Name HENNINGSSEN CONSTRUCTION INC.		<u>110,702.55</u>
HILSABECK SCHACHT, INC.	053119HSCHS	77,248.30
31 0109 4700 000 0000 450	HS Labor/Materials - 5/2019	77,248.30
Vendor Name HILSABECK SCHACHT, INC.		<u>77,248.30</u>
LEICK CONSTRUCTION, INC.	053119LCHS	62,587.90
31 0109 4700 000 0000 450	HS Earthwork/Paving 5/2019	62,587.90
Vendor Name LEICK CONSTRUCTION, INC.		<u>62,587.90</u>
MIDAMERICAN ENERGY	388021210	226.71
31 0109 4700 000 0000 450	HS Temporary Electric - 5/2019	226.71
Vendor Name MIDAMERICAN ENERGY		<u>226.71</u>
O'KEEFE ELEVATOR COMPANY	053119OKEHS	13,365.00
31 0109 4700 000 0000 450	HS Elevator Services - 5/2019	13,365.00
Vendor Name O'KEEFE ELEVATOR COMPANY		<u>13,365.00</u>
PRECISION CONCRETE SERVICES, INC	053119PCHS	7,575.53
31 0109 4700 000 0000 450	HS Concrete Services - 5/2019	7,575.53
PRECISION CONCRETE SERVICES, INC	053119PCSIPS	11,861.37
31 0418 4700 000 0000 450	IPS Concrete Services - 5/2019	11,861.37
Vendor Name PRECISION CONCRETE SERVICES, INC		<u>19,436.90</u>
SCOTT ENTERPRISES, INC.	052219SE1IPS	2,101.00
31 0418 4700 000 0000 450	IPS Construction Services -	2,101.00

Vendor Name	Invoice Number	Amount
Account Number	Detail Description	Amount
	5/2019	
SCOTT ENTERPRISES, INC.	052219SEHS	164,456.40
31 0109 4700 000 0000 450	HS Construction Services - 5/2019	164,456.40
SCOTT ENTERPRISES, INC.	052219SEIPS	1,930.05
31 0418 4700 000 0000 450	IPS Construction Services - 5/2019	1,930.05
Vendor Name SCOTT ENTERPRISES, INC.		<u>168,487.45</u>
SEEDORFF MASONRY, INC.	053119SMSHS	13,992.58
31 0109 4700 000 0000 450	HS Masonry Work - 5/2019	13,992.58
Vendor Name SEEDORFF MASONRY, INC.		<u>13,992.58</u>
SENEGAL SPECIALTY CONTRACTORS, LLC	053119SSCHS	50,986.50
31 0109 4700 000 0000 450	HS Sealant Services/Labor - 5/2019	50,986.50
Vendor Name SENEGAL SPECIALTY CONTRACTORS, LLC		<u>50,986.50</u>
SUMMIT FIRE PROTECTION	052019SFSHS	33,001.41
31 0109 4700 000 0000 450	HS - Fire Protection Install 5/2019	33,001.41
Vendor Name SUMMIT FIRE PROTECTION		<u>33,001.41</u>
THIELE GEOTECH, INC.	66938	1,554.00
31 0109 4700 000 0000 450	HS Specialized Compression Testing 5/19	1,554.00
Vendor Name THIELE GEOTECH, INC.		<u>1,554.00</u>
Fund Number 31		<u>1,359,933.08</u>
Checking Account ID 1	Fund Number 33	CAPITAL PROJECTS - LOST
AMERICAN TRAILER & STORAGE	149661-0001	817.70
33 0010 4700 000 0000 450	Storage Trailer Rental - 6/2019	817.70
AMERICAN TRAILER & STORAGE	149662-0001	729.73
33 0010 4700 000 0000 450	Storage Container Rentail - 6/2019	729.73
Vendor Name AMERICAN TRAILER & STORAGE		<u>1,547.43</u>
CDW GOVERNMENT, INC.	SPB2484	4,860.00
33 0010 1000 100 8218 734	CyberPowerPC Gamer Xtreme Liquid Cool GL	4,860.00
CDW GOVERNMENT, INC.	SPK4679	1,730.00
33 0010 1000 100 8218 734	ViewSonic 24" Full HD LCD Gaming Monitor	1,730.00
CDW GOVERNMENT, INC.	SPS0080	1,804.11
33 0010 4900 000 8218 450	Afinia EinScan SE - 3D scanner - desktop	1,804.11
Vendor Name CDW GOVERNMENT, INC.		<u>8,394.11</u>
FIRST BANKCARD	061019FBChh	1,842.50
33 0010 4700 000 0000 450	Boxes/Tape for Moving Classrooms	1,842.50
FIRST BANKCARD	061019FBChh-11	537.78
33 0010 1000 100 8218 734	VILTROX VX-18M Professional Heavy Duty V	139.79
33 0010 1000 100 8218 734	SAMTIAN LED Video Light 600	199.99

Vendor Name	Invoice Number	Amount
Account Number	Detail Description	Amount
33 0010 1000 100 8218 734	LED Camera/S Glide Gear TMP100 Adjustable iPad/ Table	198.00
Vendor Name FIRST BANKCARD		<u>2,380.28</u>
KCAV	0024613	18,457.17
33 0010 4900 000 8218 450	Digital Signage and Display Monitors	18,457.17
Vendor Name KCAV		<u>18,457.17</u>
LOOMIS ABSTRACT	19170	850.00
33 0010 2317 000 8218 342	Abstract for New Build - MS	850.00
Vendor Name LOOMIS ABSTRACT		<u>850.00</u>
Fund Number 33		<u>31,628.99</u>
Checking Account ID 1	Fund Number 62	BEFORE/AFTER SCHOOL PROGRAM
RODRIGUEZ, FALCON LINDA	411867	10.00
62 0418 3300 840 0000 618	Mandatory Fingerprinting Reimbursement	10.00
Vendor Name RODRIGUEZ, FALCON LINDA		<u>10.00</u>
Fund Number 62		<u>10.00</u>
Checking Account ID 1		<u>1,509,928.92</u>
Checking Account ID 3	Fund Number 21	STUDENT ACTIVITY FUND
ABRAHAM LINCOLN SCHOOL	062219ABLCS	90.00
21 0010 1400 920 6835 320	Softball Entry Fee	90.00
Vendor Name ABRAHAM LINCOLN SCHOOL		<u>90.00</u>
BEDFORD FFA	060519BFFA	220.10
21 0109 1400 950 7407 618	FFA Travel to Alaska	220.10
Vendor Name BEDFORD FFA		<u>220.10</u>
BEHREND, AL	061419AB	135.00
21 0010 1400 920 6730 320	Boys BB Official JV/V	135.00
Vendor Name BEHREND, AL		<u>135.00</u>
BLUNT, KEVIN	061419KB	135.00
21 0010 1400 920 6730 320	Boys BB Official JV/V	135.00
Vendor Name BLUNT, KEVIN		<u>135.00</u>
CRESTON COMMUNITY SCHOOLS	060519CCSD	80.00
21 0010 1400 920 6835 320	SB TOURN. ENTRY FEE	80.00
Vendor Name CRESTON COMMUNITY SCHOOLS		<u>80.00</u>
DOYLE, JIM	060519JD	110.00
21 0010 1400 920 6835 320	SB Official	110.00
Vendor Name DOYLE, JIM		<u>110.00</u>
DUKES, LEROY	061419LD	135.00
21 0010 1400 920 6730 320	Boys BB Official JV/V	135.00
Vendor Name DUKES, LEROY		<u>135.00</u>
FAREWAY FOOD STORES	66316	15.96

Vendor Name	Invoice Number	Amount
Account Number	Detail Description	Amount
21 0209 1400 950 7421 618	ICE FOR END OF YEAR CELEBRATION.	15.96
Vendor Name FAREWAY FOOD STORES		<u>15.96</u>
FIRST BANKCARD	061019FBC2-1	450.00
21 0109 1400 910 6210 580	IHSMTA Showcase Accommodations	450.00
FIRST BANKCARD	061019FBC4-1	2,143.44
21 0109 1400 950 7418 618	Senior Trip Worlds of Fun	2,143.44
FIRST BANKCARD	061019FBC4-2	117.74
21 0010 1400 920 6650 580	STATE TENNIS MEAL MONEY	117.74
FIRST BANKCARD	061019FBC4-3	542.92
21 0010 1400 920 6650 580	STATE TENNIS LODGING	542.92
FIRST BANKCARD	061019FBChh-3	790.98
21 0010 1400 920 6840 618	GIRLS STATE TRACK MEALS	343.94
21 0010 1400 920 6740 618	BOYS STATE TRACK MEALS	447.04
FIRST BANKCARD	061019FBChh-4	1,881.60
21 0010 1400 920 6740 580	STATE TRACK LODGING	940.80
21 0010 1400 920 6840 580	STATE TRACK LODGING	940.80
FIRST BANKCARD	061019FBChh-7	1,400.00
21 0209 1400 910 6220 618	MS Band Adventureland Trip	1,400.00
Vendor Name FIRST BANKCARD		<u>7,326.68</u>
FREDERICKSON, KEN	060619KF	130.00
21 0010 1400 920 6835 320	SB Official V	130.00
Vendor Name FREDERICKSON, KEN		<u>130.00</u>
FREED, WAYNE	060619WF	130.00
21 0010 1400 920 6835 320	SB Official V	130.00
Vendor Name FREED, WAYNE		<u>130.00</u>
GILBRIDE, RICHARD	061719RG	130.00
21 0010 1400 920 6835 320	SB Official Varsity	130.00
Vendor Name GILBRIDE, RICHARD		<u>130.00</u>
GLENWOOD COMMUNITY SCHOOLS	060119GCDS	200.00
21 0010 1400 920 6840 340	Girls Track Entry Fee	100.00
21 0010 1400 920 6740 320	Boys Track Entry Fee	100.00
Vendor Name GLENWOOD COMMUNITY SCHOOLS		<u>200.00</u>
HY VEE FOOD STORES	061019HV-1	122.63
21 0209 1400 950 7421 618	CHIPS, SNACKS & POP END OF THE YEAR CEL.	122.63
HY VEE FOOD STORES	061019HV-10	30.26
21 0010 1400 920 6600 618	Athletic Recognition	32.99
21 0010 1400 920 6600 618	Return	(2.73)
HY VEE FOOD STORES	061019HV-5	17.98
21 0010 1400 920 6660 618	REGIONAL G/GOLF DONUTS	17.98
HY VEE FOOD STORES	061019HV-6	104.99
21 0010 1400 920 6600 618	State Tennis Send Off	104.99
HY VEE FOOD STORES	061019HV-8	107.00
21 0010 1400 920 6600 618	Athletic Awards Cookies	107.00

Vendor Name	Invoice Number	Amount
Account Number	Detail Description	Amount
Vendor Name HY VEE FOOD STORES		<u>382.86</u>
IA HIGH SCHOOL SPEECH ASSOC.	2517	65.00
21 0109 1400 910 6110 618	Div I - II Award Certificates	65.00
Vendor Name IA HIGH SCHOOL SPEECH ASSOC.		<u>65.00</u>
IOWA CUBS	061219IC	600.00
21 0010 1400 920 6730 320	2nd Installment Principal Park Game	600.00
Vendor Name IOWA CUBS		<u>600.00</u>
JENSEN, KENT	060519JK	135.00
21 0010 1400 920 6730 320	BB Official V/JV	135.00
JENSEN, KENT	61819KJ	135.00
21 0010 1400 920 6730 320	OFFICIATING FEE FOR RED OAK BASEBALL VS	135.00
Vendor Name JENSEN, KENT		<u>270.00</u>
JONES, RICK	061019RJ	110.00
21 0010 1400 920 6835 320	SB Official Varsity	110.00
Vendor Name JONES, RICK		<u>110.00</u>
JONES, RON	061719RJ	130.00
21 0010 1400 920 6835 320	SB Official Varsity	130.00
Vendor Name JONES, RON		<u>130.00</u>
JOSTENS	N002758735	42.00
21 0010 1400 920 6600 618	Band Metal Inserts	42.00
JOSTENS	N002770716	1,091.94
21 0109 1400 910 6210 618	Chenilles with Inlays	1,091.94
JOSTENS	N002772342	243.87
21 0010 1400 920 6600 618	Various Athletic Inserts/Pins	243.87
Vendor Name JOSTENS		<u>1,377.81</u>
KOPECKY, JOHN	061219JK	100.00
21 0010 1400 920 6730 320	BB Official Varsity	100.00
Vendor Name KOPECKY, JOHN		<u>100.00</u>
MARSDEN, TERRA	041019TM	565.23
21 0209 1400 910 6221 618	REIMBURSEMENT TO COVER THE COST OF T-SHI	482.50
21 0209 1400 910 6221 618	REIMBURSE EXPEDITED SERVICE	48.25
21 0209 1400 910 6221 618	REIMBURSE TAX	34.48
Vendor Name MARSDEN, TERRA		<u>565.23</u>
NATIONAL FFA ORGANIZATION	1470054	137.50
21 0109 1400 950 7407 618	Graduation Cords	137.50
Vendor Name NATIONAL FFA ORGANIZATION		<u>137.50</u>
PATTERSON, BILL	60619BP	135.00
21 0010 1400 920 6730 320	BB Official	135.00
Vendor Name PATTERSON, BILL		<u>135.00</u>

Vendor Name	Invoice Number	Amount
Account Number	Detail Description	Amount
PERKINS, JOSH	060519JP	110.00
21 0010 1400 920 6835 320	SB Official	110.00
Vendor Name PERKINS, JOSH		<u>110.00</u>
PROMOTIONAL CONCEPTS	400689	612.06
21 0109 1400 950 7407 618	State FFA Shirts	612.06
Vendor Name PROMOTIONAL CONCEPTS		<u>612.06</u>
RED OAK COUNTRY CLUB	052219ROCC	430.00
21 0010 1400 920 6660 320	G/GOLF REG GREEN FEES	430.00
RED OAK COUNTRY CLUB	060119ROCC	87.62
21 0010 1400 920 6660 618	Golf Entry Fee	87.62
Vendor Name RED OAK COUNTRY CLUB		<u>517.62</u>
REMPE, JERRY	061719JR	140.00
21 0010 1400 920 6730 320	BB Official Varsity	140.00
Vendor Name REMPE, JERRY		<u>140.00</u>
SAUNDERS, BRUCE	060419BS	110.00
21 0010 1400 920 6835 320	SB Official JV/V	110.00
Vendor Name SAUNDERS, BRUCE		<u>110.00</u>
SCHIEFFER, HARLEY	061219HS	100.00
21 0010 1400 920 6730 320	Baseball Official Varsity	100.00
Vendor Name SCHIEFFER, HARLEY		<u>100.00</u>
SCHMIDT, DON	060419DS	110.00
21 0010 1400 920 6835 320	SB Official JV/V	110.00
Vendor Name SCHMIDT, DON		<u>110.00</u>
SOUTHWEST DISTRICT FFA	0011	40.00
21 0109 1400 950 7407 618	COLT Conference	40.00
Vendor Name SOUTHWEST DISTRICT FFA		<u>40.00</u>
WISOA	1046	24.00
21 0010 1400 920 6600 618	JV Boys Games	24.00
Vendor Name WISOA		<u>24.00</u>
WOOD, JONATHAN	060419JW	135.00
21 0010 1400 920 6730 320	BB Official JV/V	135.00
WOOD, JONATHAN	061319JW	135.00
21 0010 1400 920 6730 320	OFFICIATING FEE FOR RED OAK BASEBALL VS	135.00
WOOD, JONATHAN	60619JW	135.00
21 0010 1400 920 6730 320	BB Official JV/V	135.00
Vendor Name WOOD, JONATHAN		<u>405.00</u>
WOOD, RAY	060519RW	135.00
21 0010 1400 920 6730 320	BB Official JV/V	135.00
Vendor Name WOOD, RAY		<u>135.00</u>
YMCA-MONTGOMERY COUNTY	051819	98.25

Vendor Name	Invoice Number	Amount
Account Number	Detail Description	Amount
21 0010 1400 920 6650 618	GIRLS REGIONAL TENNIS RENT	98.25
Vendor Name	YMCA-MONTGOMERY COUNTY	<u>98.25</u>
Fund Number	21	<u>15,113.07</u>
Checking Account ID	3	<u>15,113.07</u>



RED OAK COMMUNITY SCHOOLS 2019 MAY RECONCILIATION REPORT

	GENERAL FUND	MANAGEMENT	PHYSICAL PLANT	AND DEBT SERVICE	SAVE TAXES/REV BONDS	CONSTRUCTION FD	BEFORE/AFTER SCHOOL
Beg. Balance 05-01-2019	\$ 4,215,702.38	\$ 1,945,518.50	\$ 2,043,603.88	\$ 1,117,426.74	\$ 9,567,861.67	\$ 4,914,361.17	\$ 10,350.96
Revenue	\$ 949,252.84	\$ 434.88	\$ 59,174.91	\$ 229,619.66	\$ 97,619.32	\$ 18,325.84	\$ 1,665.00
Expenditure	\$ 946,039.56	\$	\$ 27,430.00	\$ 1,276,860.11	\$ 205,229.93	\$ 1,302,383.24	\$ 1,451.63
Balance 05-31-2019	\$ 4,218,915.66	\$ 1,945,953.38	\$ 2,075,348.79	\$ 70,186.29	\$ 9,460,251.06	\$ 3,630,303.77	\$ 10,564.33
Balance 05-31-2018	\$ 4,098,459.66	\$ 2,307,839.00	\$ 1,381,582.91	\$ 26,567.82	\$ 9,365,642.13	\$	\$

Checking Account .50%	Checking Account	\$ 11,246,125.45
Money Market Account .85%	Savings Account	\$
	IS/JIT	\$ 12,787,356.22
	Petty Cash	\$ 275.00
	Outstanding Che	\$ 2,622,233.39
		\$ 21,411,523.28

	ACTIVITY FUND	NUTRITION FUND
Beg. Balance 05-01-2019	\$ 230,899.08	\$ 138,859.47
Revenue	\$ 16,993.55	\$ 63,846.28
Expenditure	\$ 23,802.82	\$ 4,394.62
Balance 05-31-2019	\$ 224,089.81	\$ 198,311.13

Balance 05-31-2018	\$ 165,158.97	\$ 173,523.77
Checking Account .50%	\$ 235,210.17	\$ 198,903.58
Petty Cash Boxes	\$ 1,200.00	\$
Outstanding cks	\$ 12,320.36	\$ 592.45
	\$ 224,089.81	\$ 198,311.13

PHYSICAL PLANT AND EQUIPMENT LEVY

2015-2016 \$92,414.16

Beginning Balance (July 1)

2016-2017 \$842,659.58

Beginning Balance (July 1)

2017-2018 \$962,988.26

Beginning Balance (July 1)

2018-2019 \$1,388,787.88

2015-2016	2016-2017	2017-2018	2018-2019
<p>ADD: Revenue</p> <p>Property Taxes \$113,802.63</p> <p>Voted PPFL \$405,020.88</p> <p>Voted PPFL Surtax \$432,871.98</p> <p>Utility Replacement Tax \$4,525.46</p> <p>Utility Replacement Tax (SAVE) \$16,404.75</p> <p>Mobile Home Tax \$54.91</p> <p>Voted PPFL Mobile Home \$198.39</p> <p>Military Credit \$45.25</p> <p>Military Credit (SAVE) \$164.01</p> <p>Commercial Industrial tax \$12,658.62</p> <p>Interest \$892.59</p> <p>Donations \$3,550.00</p> <p>Prior Year Expenditure</p> <p>Cage Project</p> <p>Webster Playground</p> <p>EMC Insurance</p> <p>MS Water Damage</p> <p>Skylight Damage (Storm)</p> <p>Refund of Prior Year Expenditure</p> <p>Subtotal \$989,690.48</p> <p>TOTAL AVAILABLE FUND \$1,082,104.64</p>	<p>ADD: Revenue</p> <p>Property Taxes \$142,180.82</p> <p>Voted PPFL \$403,785.51</p> <p>Voted PPFL Surtax \$48,310.93</p> <p>Utility Replacement Tax \$20,172.15</p> <p>Utility Replacement Tax (SAVE) \$99.54</p> <p>Mobile Home Tax \$58.26</p> <p>Voted PPFL Mobile Home \$212.48</p> <p>Military Credit \$0.76</p> <p>Military Credit (SAVE) \$3,537.96</p> <p>Commercial Industrial tax \$5,243.50</p> <p>Interest \$2,285.88</p> <p>Donations</p> <p>Prior Year Expenditure</p> <p>EMC Insurance</p> <p>Subtotal \$628,807.59</p> <p>TOTAL AVAILABLE FUND \$1,471,467.17</p>	<p>ADD: Revenue</p> <p>Property Taxes \$303,064.36</p> <p>Voted PPFL \$566,427.47</p> <p>Voted PPFL Surtax \$49,817.18</p> <p>Utility Replacement Tax \$2,119.76</p> <p>Utility Replacement Tax (SAVE) \$17,247.86</p> <p>Mobile Home Tax \$72.45</p> <p>Voted PPFL Mobile Home \$201.55</p> <p>Military Credit \$186.64</p> <p>Military Credit (SAVE) \$7,234.85</p> <p>Commercial Industrial tax \$4,680.09</p> <p>Interest \$5,284.46</p> <p>Donations</p> <p>Prior Year Expenditure</p> <p>ERATE Reimbursement</p> <p>Subtotal \$667,894.86</p> <p>TOTAL AVAILABLE FUND \$1,690,973.12</p>	<p>ADD: Revenue</p> <p>Property Taxes \$519,600.49</p> <p>Voted PPFL \$371,659.07</p> <p>Voted PPFL Surtax \$192,810.38</p> <p>Utility Replacement Tax \$409.41</p> <p>Utility Replacement Tax (SAVE) \$78.25</p> <p>Mobile Home Tax \$179.48</p> <p>Voted PPFL Mobile Home \$729.92</p> <p>Military Credit \$73,609.94</p> <p>Military Credit (SAVE) \$267,000.62</p> <p>Commercial Industrial tax \$6,354.37</p> <p>Interest</p> <p>Donations</p> <p>Prior Year Expenditure</p> <p>ERATE Reimbursement</p> <p>Subtotal \$782,879.84</p> <p>TOTAL AVAILABLE FUND \$2,171,647.72</p>

2015-2016	2016-2017	2017-2018	2018-2019
<p>LESS: Expenditures</p> <p>1. Reiman Music Instruments \$24,857.00</p> <p>2. Stirling Computers (E) \$3,889.90</p> <p>3. School Duct \$3,125.12</p> <p>4. Trebon-Sophos \$9,331.67</p> <p>5. Software Unlimited \$7,600.00</p> <p>6. Parking Lot Work \$6,900.00</p> <p>7. ADA Ramps at FBI Field \$18,899.00</p> <p>8. Ethernect Cons.FBI Field \$3,835.00</p> <p>9. Sellers Const. Floor Tiles \$2,000.00</p> <p>10. Moore Music, Trombone \$1,750.00</p> <p>11. Simplex-Fire Alarm Panel \$5,705.00</p> <p>12. Frontline Technologies AESOP \$3,150.64</p> <p>13. Red Oak Diesel Bus #1A repair \$2,990.71</p> <p>14. Trebon-Sophos Enduser Prot. \$4,088.00</p> <p>15. Forecast 5 Analytics, Inc \$10,500.00</p> <p>16. Granger-2 Ind. Dehumidifiers MS \$2,076.00</p> <p>17. Spec. Athletes-Mats/wf room \$7,541.36</p> <p>18. Granger-2 Ind. Dehumidifiers HS \$2,547.15</p> <p>19. O'Neal Electric-Install Door Closures \$4,222.78</p> <p>20. Infinite Campus-support \$16,695.00</p> <p>21. Council Bluffs School-SP Ed rent \$7,675.22</p> <p>22. Montgomery Co. Building Rental \$264.00</p> <p>23. Montgomery C. Building Rental \$9,590.00</p> <p>24. Opaemetic-Maintenance Serv. \$1,541.75</p> <p>25. Macgill-Vision Screener \$261.00</p> <p>26. Sellers Construction-Wr room \$7,500.00</p> <p>27. Maintenance Agreement \$461.00</p> <p>28. Montgomery Co. Building Rental \$6,130.97</p> <p>29. Council Bluffs School-SP Ed Rental \$16,694.00</p> <p>30. Red Oak Dr H Center-Ballfield Fencing \$22,479.00</p> <p>31. Sterling Computers-Equipment \$10,013.07</p> <p>32. O'Neal Electric, HS Thermal Insulation \$16,500.00</p> <p>33. Sp Ed Rent, Council Bluffs \$761.00</p> <p>34. Cargo Lift Gate on Hot Lunch Van \$3,596.00</p> <p>35. Acr \$243,976.34</p> <p>Subtotal \$986,128.30</p>	<p>LESS: Expenditures</p> <p>1. Frontline Tech. AESOP \$4,700.00</p> <p>2. School Duct \$3,416.00</p> <p>3. Software Unlimited \$13,490.00</p> <p>4. Imprint-Signs \$1,740.00</p> <p>5. Delay of Game-clocks \$4,180.00</p> <p>6. Shipping on Signs \$925.00</p> <p>7. Sterling Computers -Credit \$1,668.86</p> <p>8. Reiman-Saxophone \$4,857.00</p> <p>9. O'Neal Electric \$1,621.19</p> <p>10. Reiman Music \$5,131.30</p> <p>11. School Instruments \$1,142.77</p> <p>12. Rogers Plumbing MS \$631.11</p> <p>13. Elmo Document Camera \$4,854.45</p> <p>14. snow blower tractor \$30,411.00</p> <p>15. Heat Exchanger \$4,478.07</p> <p>16. PowerEdge R750d Server \$14,519.71</p> <p>17. ID V Blinds \$1,682.76</p> <p>18. Suburban-IGN-6HR164160 \$41,672.00</p> <p>19. Suburban-IGN-3HR164555 \$41,672.00</p> <p>20. Stirling Comp. Access points \$19,199.95</p> <p>21. Mckee Update \$37,691.25</p> <p>22. Aley, Poyner, Macc. (Lighting) \$14,014.45</p> <p>23. Aley, Poyner, Macc. (Boiler Pro) \$35,387.50</p> <p>24. Aley, Poyner, Macc. (Boiler Pro) \$1,840.20</p> <p>25. Boyd Jones, ADA Compil \$1,023.66</p> <p>26. Boyd Jones, ADA Project \$16,463.68</p> <p>27. Boyd Jones, ADA Project \$5,596.00</p> <p>28. Boyd Jones, ADA Project \$2,048.10</p> <p>29. Computer Info Infinite Campus \$16,658.00</p> <p>Subtotal \$628,807.59</p> <p>TOTAL AVAILABLE FUND \$1,471,467.17</p>	<p>LESS: Expenditures</p> <p>1. AEL, ADA Elevator Final Pymt \$1,463.17</p> <p>2. Frontline Tech. AESOP \$988.07</p> <p>3. Forecast 5 \$10,279.89</p> <p>4. Software Unlimited \$83,689.30</p> <p>5. Dinkie Dink-Hidder-Mower \$989.57</p> <p>6. Ray Martin-HVAC-Service Agreement \$19,474.00</p> <p>7. Riverside Tech. 3-UPS systems \$54,606.00</p> <p>8. Riverside Tech-Service Agreement \$79,090.00</p> <p>9. School Duct \$985.10</p> <p>10. Gov Connect-computers \$1,929.62</p> <p>11. Bluebird Schoolbus \$11,621.19</p> <p>12. Hallett Material-Gravel IPS p/lyrmd \$2,960.55</p> <p>13. Viner Cons. Shall field sidewalk \$17,185.78</p> <p>14. Aug-Sept Rent, Council Bluffs Sp Ed \$13,618.00</p> <p>15. Oct Rent Council Bluffs Sp Ed \$9,397.76</p> <p>16. Oneal Electric, ADA Project \$21,719.24</p> <p>17. Nov/Dec Rent, Council Bluffs Sp Ed \$10,423.00</p> <p>18. Jan Rent, Council Bluffs Sp Ed \$3,500.00</p> <p>19. Feb Rent, Council Bluffs Sp Ed \$1,400.00</p> <p>20. CAC On Line Registration \$11,448.18</p> <p>21. CAC Infinite Campus Programs \$10,140.00</p> <p>22. March rent, Council Bluffs Sp Ed \$16,664.00</p> <p>23. Mckee Online Payment System \$2,400.00</p> <p>24. Vancor-Online Payment System \$150.00</p> <p>25. Apr Rent CB Special Ed \$1,415.88</p> <p>26. Mckee Anderson CO June Rent \$1,200.00</p> <p>Subtotal \$667,894.86</p> <p>TOTAL AVAILABLE FUND \$1,690,973.12</p>	<p>LESS: Expenditures</p> <p>Frontline Technologies-Aesop \$5,059.63</p> <p>Forecast 5 Analytics \$11,000.00</p> <p>Software Unlimited-Acctg Software \$7,800.00</p> <p>Mickey Anderson-Rent \$7,500.00</p> <p>Ray Martin-HVAC-Service Agreement \$17,500.00</p> <p>May/June Rent Council Bluffs Sp Ed \$1,432.08</p> <p>Mickey Anderson-Rent \$1,200.00</p> <p>Dude Solutions \$2,376.00</p> <p>Mickey Anderson-Rent \$1,200.00</p> <p>Mickey Anderson-Rent \$1,200.00</p> <p>Aug/Sept/Oct CB Sp Ed Rent \$9,085.26</p> <p>Mickey Anderson-Rent \$1,200.00</p> <p>Viner Const-FB Sidewalk \$11,671.00</p> <p>Mickey Anderson-Rent \$1,200.00</p> <p>Nov/Dec Rent Council Bluffs Sp Ed \$9,452.09</p> <p>Feb Rent Council Bluffs Sp Ed \$2,388.40</p> <p>Infinite Campus Software \$23,302.00</p> <p>Alley Poyner-Chaircare Drawings \$3,077.50</p> <p>March Rent Council Bluffs Sp Ed \$1,060.50</p> <p>Subtotal \$782,879.84</p> <p>Cash Balance \$2,075,948.79</p>

26

LOCAL OPTION SALES TAX— ONE CENT SALES TAX—LOST TAX

	2015-2016	2016-2017	2017-2018	2018-2019	GC/Rev Bonds
Beg Balance (July 1)	\$5,318,603	\$3,860,450	\$3,662,867	\$738,335	\$8,533,814
Add: Revenue					
1. 1c Sales Tax	\$902,761	\$1,171,418	\$1,037,136	\$1,020,882	\$1,020,882
2. Interest	\$7,147	\$7,875	\$23,415	\$46,509	\$46,509
3. Reim Sterling Comp	\$79,798		\$260,645		
Subtotal	\$4,308,309	\$5,039,743	\$3,041		
LESS: Expenditures					
1. Camblin Mechanical	\$163,691	\$119,135	\$4,987,104	\$1,805,727	\$29,299,656
2. O'Neal Electric	\$92,684	\$261,917	\$1,000		
3. Computer Lease	\$11,910	\$163,691	\$1,981	\$50,599	
4. Reynolds Drilling Inc	\$6,500	\$87,012	\$163,691		\$19,650
5. TDD, Inc. Drilling	\$9,300	\$136,984	\$2,167,070		\$117,379
6. Boyd Jones Const.	\$20,130	\$5,310	\$1,820		\$15,248
7. Analytic Services	\$12,600	\$20,506	\$127,350		\$996
8. Boyd Jones	\$390	\$43,011	\$338,310		\$2,700,294
9. Alley Poyner, Arch		\$152,023	\$4,500		\$452
Design Serv-Lg/Boiler	\$36,753	\$522	\$868	\$810	
10. Alley Poyner, Arch	\$1,835	\$11,520	\$12,658	\$2,351	\$232,915
Prof Services		\$49,089	\$5,000		
11. Alley Poyner, Arch	\$35,445	\$377,483	\$213,105	\$390	\$1,252,701
Prof Services		\$43,410	\$597		
12. Geotechnical Study	\$3,000	\$3,192	\$140,260	\$30,970	\$2,085,851
Thompson,Dreesen,Dorner		\$314	\$456,648		\$91,195
13. Alley Poyner, Arch	11956.81	\$14,243	\$252,527		\$61,144
14. Boyd Jones	\$34,964	19769	\$139,376		\$205,126
15. Impact 7G	\$570	\$23,226	\$85		\$1,785,097
16. Impact 7G	\$6,890	-\$153,482	\$85		\$260,880
17. Alley Poyner, Arch	\$5,240	\$1,376,876	\$15,300		\$1,748,821
Subtotal	\$447,859	\$3,662,867	\$900		\$71,847
Fund Total	\$5,860,450		\$147,356		\$284,090
			\$1,750		\$1,254,354
			24. Drees Heating		\$1,923,535
					\$879,241
					\$10,917
					\$294,224
					\$5,200
					\$590
					\$857,885
					\$18,021
					\$304,243
					\$5,200
					\$5,200
					\$30
					\$21,187
					\$216,316
					\$1,064,880
					\$200,000
Subtotal	\$4,249,769	\$4,249,769	\$4,249,769	\$300,749	\$17,714,079
Fund Balance	\$738,335	\$738,335	\$738,335	\$1,504,977	\$11,585,577
					\$13,090,555

27

Item #	Description of Work	THIS APPLICATION						Total Completed & Stored	% Complete	Balance to Finish	5% Retainage	Due this Period
		Original Value	Change Orders	Allowance Adjustment	Current Value	Work Completed From Prev	This Period					
1	Leick Construction	802,000.00	355,307.00	(50,000.00)	1,157,307.00	358,800.00	65,882.00	424,682.00	0.37	732,625.00	21,234.10	62,567.90
1A	Leick Allowance	50,000.00							#DIV/0!	0.00	0.00	
2	Crain	106,000.00	49,780.00	(10,000.00)	155,780.00	141,480.00		141,480.00	0.91	14,300.00	7,074.00	
2A	Crain Allowance	10,000.00							1.00	0.00	0.00	
4	Pelzmeier	240,000.00	6,800.00	(6,800.00)	246,800.00	246,800.00		246,800.00	1.00	0.00	12,340.00	
4A	Pelzmeier Allowance	15,000.00							0.00	8,200.00	0.00	
5	Precision	562,500.00	17,981.70	(17,981.70)	600,481.70	600,482.00	7,974.00	608,456.00	1.01	-7,974.30	30,422.80	7,575.30
5A	Precision Allowance	40,000.00							0.00	22,018.30	0.00	
6	Senegal	686,660.00	7,470.00	(7,470.00)	700,000.00	338,500.00	53,670.00	392,170.00	0.56	301,960.00	19,608.50	50,986.50
6A	Senegal Allowance	35,000.00							0.00	27,530.00	0.00	
7	Seedorff	766,160.00	23,567.15	(40,000.00)	800,000.00	774,998.12	14,729.03	789,727.15	1.00	0.00	39,486.36	13,992.68
7A	Seedorff Allowance	40,000.00							0.97	7,352.00	0.00	
8	4G Steel Fabrication	241,430.00	9,200.00	(8,000.00)	250,630.00	243,278.00		243,278.00	1.00	0.00	0.00	
8A	4G Steel Fabrication Allowance	8,000.00							1.00	-3,373.00	0.00	
9	Coreslab	733,144.00	12,724.00	(4,550.00)	741,318.00	718,867.00		718,867.00	0.97	450.00	0.00	
9A	Coreslab Allowance	5,000.00							1.00	0.00	0.00	
10	Atlas Steel Erection	274,400.00	12,724.00	(8,000.00)	287,124.00	287,124.00		287,124.00	1.00	0.00	14,356.20	
10A	Atlas Steel Erection Allowance	8,000.00							1.00	0.00	0.00	
11	Building Crafts	1,907,500.00	100,428.28	(103,105.26)	2,007,928.28	1,267,935.46	176,844.52	1,444,779.98	0.72	563,148.28	72,239.00	168,002.29
11A	Building Crafts Allowance	115,000.00							0.00	11,894.74	0.00	
12	ARC	63,762.00			63,762.00				0.00	63,762.00	0.00	
12A	ARC Allowance	5,000.00							0.00	5,000.00	0.00	
13	Scott Enterprises	1,066,000.00	(155.00)	(3,055.00)	1,065,845.00	625,743.00	173,112.00	798,855.00	0.75	266,990.00	39,942.75	164,456.40
13A	Scott Enterprises Allowance	55,000.00							0.00	51,945.00	0.00	
14	Bit-Den Glass	485,761.00	39,262.80	(39,916.80)	525,023.80	318,849.00	114,021.00	432,870.00	0.82	92,153.80	21,643.50	108,319.95
14A	Bit-Den Glass Allowance	40,000.00							0.00	83.20	0.00	
15	Hilsbeck Schacht	579,480.00	52,224.00	(44,244.00)	631,704.00	403,449.00	81,314.00	484,763.00	0.77	146,941.00	24,238.15	77,248.30
15A	Hilsbeck Schacht Allowance	45,000.00							0.00	756.00	0.00	
17	Galaska	342,869.00	38,055.00	(14,355.00)	380,824.00	343,196.00	31,200.00	374,396.00	0.98	6,528.00	18,719.80	29,640.00
17A	Galaska Allowance	20,000.00							0.00	5,645.00	0.00	
18	Anderson Ladd	99,809.00			99,809.00				0.00	99,809.00	0.00	
18A	Anderson Ladd Allowance	10,000.00							0.00	10,000.00	0.00	
19	Buller Fixture	440,800.00			440,800.00				0.16	369,705.00	3,554.75	
19A	Buller Fixture Allowance	11,000.00							0.00	11,000.00	0.00	
20	O'Keefe	88,790.00			88,790.00				0.32	60,653.00	1,406.85	13,364.60
20A	O'Keefe Allowance	5,000.00							0.00	5,000.00	0.00	
21	Summit Fire Protection	292,100.00	4,508.00	(2,876.00)	296,608.00	218,795.33	34,738.86	253,534.19	0.85	43,073.81	12,676.71	33,001.92
21A	Summit Fire Protection Allowance	20,000.00							0.00	17,122.00	0.00	
22	Camblin Mechanical	3,826,550.00	34,334.00	(31,410.00)	3,860,884.00	3,329,601.25	140,727.07	3,470,328.32	0.90	390,555.68	173,516.42	133,690.72
22A	Camblin Mechanical Allowance	75,000.00							0.00	43,590.00	0.00	
23	Drees Electric	2,440,000.00	72,134.32	(18,481.32)	2,511,134.32	1,855,530.02	141,138.62	1,996,668.64	0.79	515,465.68	99,833.43	134,081.69
23A	Drees Electric Allowance	75,000.00							0.00	56,518.68	0.00	
24	Henningsen Construction, Inc.	991,300.00	18,619.93	(1,009,919.93)	1,009,919.93	832,454.58	116,529.00	948,983.58	0.94	60,936.35	47,449.18	110,702.55
24A	Henningsen Construction, Inc. Allowance	65,800.00							1.00	0.00	0.00	
25	Environmental Property Solutions (Asbestos)	18,000.00	9,325.00		27,325.00	27,325.00		27,325.00	1.00	0.00	0.00	
26	Iowa Environmental (Asbestos Testing)	16,425.00	16,425.00		32,850.00	37,269.25	1,554.00	38,823.25	0.86	6,176.75	0.00	1,554.00
26-1	Jerry's Waterproofing	45,000.00							1.00	0.00	0.00	
27	Testing and Inspection	6,500.00			6,500.00			6,500.00	1.00	0.00	0.00	
28	TD2 Geotech and Boring	5,500.00			5,500.00			5,500.00	1.00	0.00	0.00	
29	McClure Survey	188,848.00	235,971.00		424,819.00	196,628.62		196,628.62	0.46	228,190.38	0.00	
30	AVTechnology Allowance	100,000.00							0.26	74,200.00	0.00	
31	Temp Classroom Allowance and Rental	135,000.00							0.00	135,000.00	0.00	
32	Middle School Abatement Allowance	850,757.00							0.00	850,757.00	0.00	
33	Middle School Demo Allowance								0.00	0.00	0.00	
33-1	Scoreboard Allowance	58,000.00			58,000.00			58,000.00	1.00	0.00	0.00	
33-2	Weight Room Allowance	150,000.00			150,000.00			150,000.00	1.00	0.00	0.00	
33-3	Allowance for FCS Equipment	50,000.00			50,000.00			50,000.00	1.00	0.00	0.00	
34	FFE Allowance	839,345.00			1,099,220.00			1,099,220.00	0.00	1,099,220.00	0.00	
35	Alley Poyner Macchietto	1,533,000.00			1,533,000.00	1,497,454.81		1,497,454.81	0.98	35,545.19	0.00	
36	Boyd Jones (From Separate Sheet)	3,311,010.00			3,311,010.00	2,172,174.41		2,172,174.41	0.73	909,068.94	0.00	229,766.65
37	Owner Construction Contingency	350,000.00			350,000.00				0.00	350,000.00	0.00	
38	Remaining Project Budget	998,421.00			998,421.00				0.00	72,220.00	0.00	
	High School Project Total	26,191,196.00	1,615,072.16	(1,336,448.08)	26,469,820.08	17,308,808.85	1,387,268.75	18,706,077.60	0.71	7,761,742.48	659,742.49	1,338,871.35

*Handwritten signatures and initials:*  
 6/11/19  
 6/12/19  
 [Signature]  
 [Signature]

Item #	Description of Work	Original Value	Change Orders	Allowance Adjustment	Current Value	Work Completed From Prev	THIS APPLICATION			5% Retainage	Due This Period
							This Period	Stored Materials	Total Completed & Stored		
1	Leick	58,200.00			61,800.00	55,980.00		55,980.00	2,799.00	-	
1A	Leick Allowance	5,000.00	3,600.00		5,000.00			5,820.00	0.00	-	
2	Crain	39,000.00			39,000.00	39,000.00		5,000.00	1,950.00	-	
2A	Crain Allowance	2,000.00			2,000.00			2,000.00	0.00	-	
3	Building Crafts	339,000.00	4,935.45	(4,935.45)	343,935.45	340,473.18	3,462.27	343,935.45	0.00	3,462.27	
3A	Building Crafts Allowance	15,000.00			10,064.55			10,064.55	0.00	-	
4	Precision Concrete	201,000.00	36,227.50	(11,086.25)	237,227.50	237,227.74	11,861.37	249,089.11	0.00	11,861.37	
4A	Precision Concrete Allowance	12,000.00			913.75			913.75	0.00	-	
5	Senegal	40,500.00	2,823.00	(2,823.00)	43,323.00	43,323.00		43,323.00	2,166.15	-	
5A	Senegal Allowance	3,000.00			177.00			177.00	0.00	-	
6	Smith Brothers Masonry	226,088.00			226,088.00	226,000.00		226,000.00	11,300.00	-	
6A	Smith Brothers Masonry Allowance	10,000.00			10,000.00			88.00	0.00	-	
9	Scott Enterprises	36,500.00	2,101.00	(2,000.00)	38,601.00	36,500.00	2,101.00	38,601.00	1,930.05	4,031.05	
9A	Scott Enterprises Allowance	2,000.00						0.00	0.00	-	
10	Red Oak Glass	128,000.00			128,000.00	128,000.00		128,000.00	6,400.00	-	
10A	Red Oak Glass Allowance	5,000.00			5,000.00			5,000.00	0.00	-	
11	Hilsabeck Schacht	63,970.00	743.00		64,713.00	63,970.00		743.00	3,198.50	-	
11A	Hilsabeck Schacht Allowance	3,000.00			3,000.00			3,000.00	0.00	-	
13	Commercial Flooring	17,663.00	988.00	(988.00)	18,651.00	18,651.00		18,651.00	932.55	-	
13A	Commercial Flooring Allowance	1,500.00	(743.00)		512.00			512.00	0.00	-	
14	Ahern	130,569.00			129,826.00	130,569.00		130,569.00	6,528.45	-	
14A	Ahern Allowance	10,000.00			10,000.00			10,000.00	0.00	-	
15	Camblin Mechanical	199,900.00	3,470.00	(3,470.00)	203,370.00	203,370.00		203,370.00	0.00	-	
15A	Camblin Mechanical Allowance	10,000.00			6,530.00			6,530.00	0.00	-	
16	Drees Electric	110,000.00	4,504.89	(4,504.89)	114,504.89	113,134.89		113,134.89	5,656.74	-	
16A	Drees Electric Allowance	8,000.00			3,495.11			3,495.11	0.00	-	
17	Testing and Inspection	25,000.00			25,000.00	10,399.50		10,399.50	0.00	-	
18	TD2 Geotech	6,300.00			6,300.00	6,300.00		6,300.00	0.00	-	
19	McClure Survey	9,800.00			9,800.00	9,800.00		9,800.00	0.00	-	
20	AVT Technology Allowance	35,971.00	(35,971.00)						0.00	-	
21	FFE Allowance	159,875.00	(159,875.00)						0.00	-	
22	Alley Poyner Macchietto	292,000.00			292,000.00	292,000.00		292,000.00	0.00	-	
23	Boyd Jones (From Separate Sheet)	662,968.00			662,968.00	586,177.72	1,380.22	587,557.94	0.00	1,380.22	
24	Owner Construction Contingency	100,000.00	(28,741.25)		71,258.75			71,258.75	0.00	-	
	<b>Inman Project Total</b>	<b>2,968,804.00</b>	<b>(137,196.16)</b>	<b>(58,548.84)</b>	<b>2,773,059.00</b>	<b>2,540,876.03</b>	<b>18,804.86</b>	<b>2,559,680.89</b>	<b>42,861.44</b>	<b>20,734.91</b>	

Approved Change Orders included above:

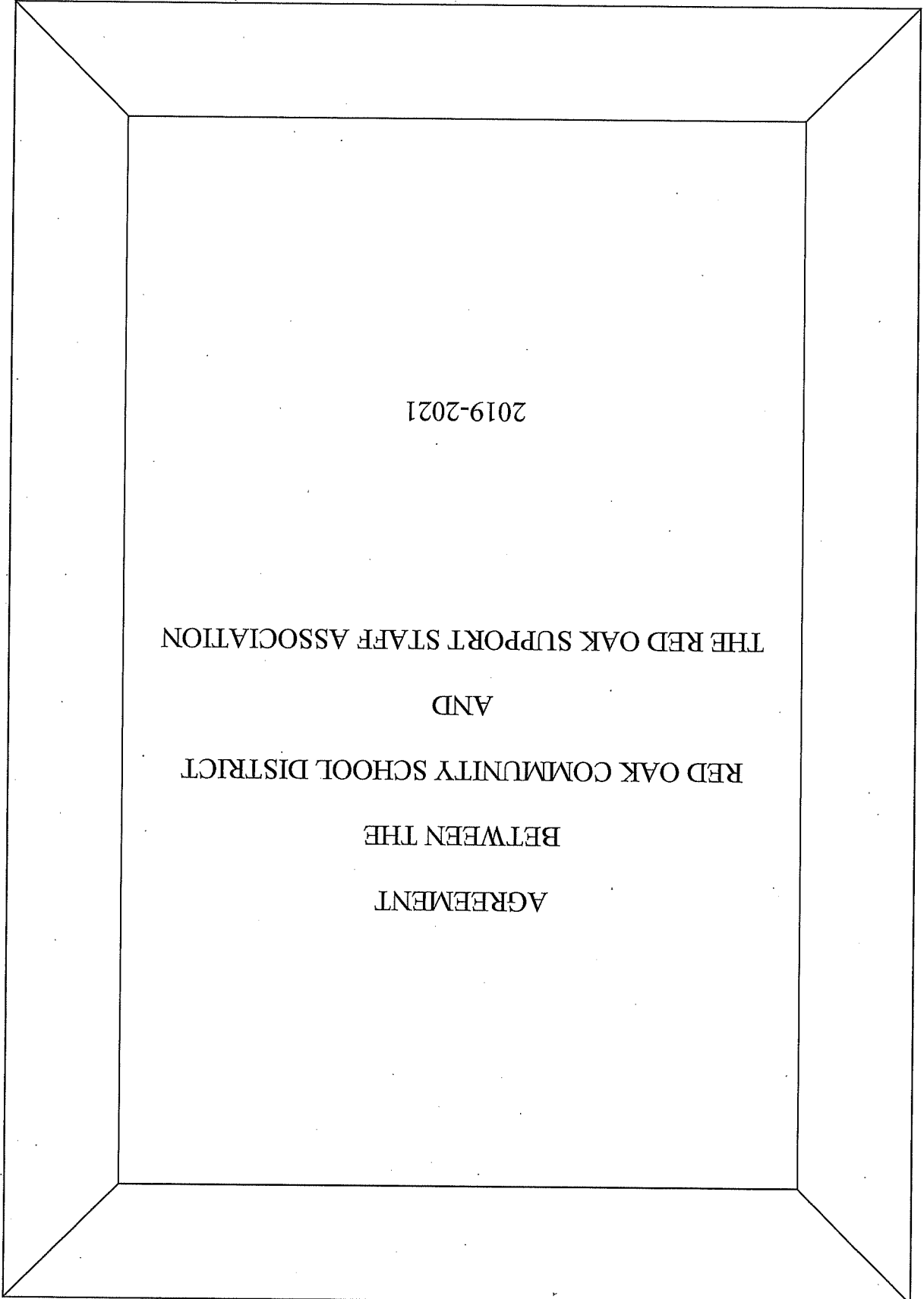
*[Handwritten Signature]* 9/11/19 *[Handwritten Signature]* 6/13/19

Technology Proposal for technology purchases.

- 1 - 13" Laptop for High School Principal - \$974.91
- 2 - 15.5" Laptops with numeric keypads for Admin Office - \$1,548.22 (\$774.11 each)
- 3 - Micro Desktop Computers for the Inman and Washington Office Staff - \$1,683.54 (\$561.18 each)
- 3 - 34" Monitors for the Inman and Washington Office Staff - \$1,550.70 (\$526.90 each)
- 1 - ID Badge Card Printer - \$1,918.06
- 2 - High Capacity color ribbons for the card printer - \$190 (\$95 each)

For Building Project

- 3 - Micro Desktop Computers for the Secondary Office Staff - \$1,683.54 (\$561.18 each)
- 3 - 34" Monitors for the Secondary Office Staff - \$1,550.70 (\$526.90 each)
- 2 - POS Terminals, 5 yr. warranty, and Combo Pin Pad/Barcode Scanner for the Secondary Cafeteria - \$3,596 (\$1798 each)



2019-2021

THE RED OAK SUPPORT STAFF ASSOCIATION

AND

RED OAK COMMUNITY SCHOOL DISTRICT

BETWEEN THE

AGREEMENT

**ARTICLE I  
RECOGNITION AND DEFINITIONS**

**A. Unit.**

The board hereby recognizes the Red Oak Support Staff Association, an affiliate of the Iowa State Education Association, as the certified exclusive and sole bargaining representative for all personnel as set forth in PERB certification instrument case No. 4453, issued by PERB on the 1<sup>st</sup> day of November, 1991. The bargaining unit described in the order is as follows:

**INCLUDED:** All custodians, secretaries, para-professionals, food service, and bus drivers

**EXCLUDED:** All professional employees, secretary to the board secretary, secretary to the superintendent, custodial supervisor, and all others excluded by Section 4 of the Public Employment Relations Act.

**B. Definitions.**

1. The term "employer" as used in this agreement, shall mean the Board of Directors of the Red Oak Community School District or its duly authorized representatives.
2. The term "association" as used in this agreement, shall mean the Red Oak Support Staff Association or its duly authorized representatives.
3. The term "employee" as used in this agreement, shall mean all employees represented by this association in the bargaining unit as defined and certified by the Public Employment Relations Board (PERB).

**ARTICLE II  
WAGES**

**A. Basic Compensation**

The rates of base pay for the various positions are reflected below.

Custodians: \$10.56

Para-Professionals: \$9.85

Secretaries: \$10.56

Drivers with Full Endorsements: \$16.45

Van Drivers without Full Endorsements: \$14.45

Trip Rate: \$12.00

Cooks: \$9.50

Returning secretaries, para professionals, custodians, and food service employees will receive \$0.25 (twenty-five cents) per hour increase. Returning transportation employees will receive \$6.00 (six dollars) per hour increase and no longer receive health insurance paid by the District.

This contract will NOT be reopened to discuss wages for the 2020-2021 school year.

**ARTICLE III  
LABOR MANAGEMENT COMMITTEE ARTICLE 3  
LABOR MANAGMENT COMMITTEE**

The Red Oak Support Staff Association and the Red Oak Community School District agree to establish a joint Labor Management Committee. The purpose of this committee is to collaboratively discuss and make recommendations regarding employment matters not referred to in the master contract and other matters mutually agreed upon. This committee will be composed of equal representation of the Red Oak Support Staff Association and



management. Management will be represented by administration and school board members. Recommendations will require school board approval before implementation.

**ARTICLE IV  
DURATION**

The Master Contract Agreement shall be effective July 1, 2019 and shall continue in effect through June 30, 2021.

**COMPLIANCE CLAUSES AND DURATION**

A. In the event that any provision of this agreement shall be declared void or illegal during the term of this agreement, such provision shall become inoperative but all other provisions of this agreement shall remain in full force and effect for the duration of the agreement.

Dated the 28th day of May, 2019

Red Oak Support Staff Association

Red Oak Community School District

\_\_\_\_\_  
Frank Hidalgo, ROSSA President

\_\_\_\_\_  
Mark Johnson, Board President

\_\_\_\_\_  
Frank Hidalgo, Chief Negotiator

\_\_\_\_\_  
Bryce Johnson, Chief Negotiator



**DUAL AGENCY POTENTIAL/CONSENT AGREEMENT**  
 (For in-house showings/sales when both parties are, or potentially are, "clients")



This Agreement is to be signed and confirmed by Buyer before signing Offer For Real Estate and confirmed by Seller before reviewing Offer For Real Estate when both parties are treated as "clients." A "client" means a party to a transaction who has an agency agreement with a broker for brokerage services. A "customer" means a consumer who is not being represented by a licensee but for whom the licensee may perform ministerial acts.

A. AGREEMENT BETWEEN (Brokerage/firm) Rubey Realty, hereinafter called "Broker," and  
 Owner(s) (print name per title) J R R, Inc, and/or Buyer(s) Red Oak School District

The terms "Owner" and/or "Seller" shall hereinafter refer to seller, landlord or optionor. The term "Buyer" shall hereinafter refer to buyer, tenant or optionee. The term "Broker" shall also refer to Broker's affiliated licensees (brokers and salespersons).

**B. RECITALS AND GENERAL CONDITIONS.**

1. **IF BROKER REPRESENTS OWNER.** When a broker enters into an agreement to represent an owner (client), the broker and all licensees associated with that broker represent the owner, except when "Appointed Agency" is broker policy. An agent for an owner owes the owner the duties of loyalty, obedience, disclosure, confidentiality, reasonable care and diligence, and full accounting.
2. **IF BROKER REPRESENTS BUYER.** When a broker enters into an agreement to represent a buyer (client), the broker and all licensees associated with that broker represent the buyer, except when "Appointed Agency" is broker policy. An agent for a buyer owes the buyer the duties of loyalty, obedience, disclosure, confidentiality, reasonable care and diligence, and full accounting.
3. **IF BROKER REPRESENTS BOTH OWNER AND BUYER DUAL AGENCY EXISTS.** A real estate broker acting directly or through a salesperson can legally be the agent of both the owner and the buyer, but only with the knowledge and written consent of both parties. If a buyer represented by a broker wants detailed information about, or to see, a property of an owner who is also being represented by the same broker, the broker shall make every reasonable effort to remain impartial to both parties. In these circumstances Broker immediately becomes a dual agent. Owner and Buyer acknowledge that, prior to such circumstances, Broker either acted as representative of the Owner or of the Buyer. In those separate roles, Broker may have obtained information, which, if disclosed, could harm the bargaining position of the party providing such information to Broker. Provisions that govern the actions of Broker acting as a dual agent:
  - a. Broker shall not knowingly say or do anything which might place one party at a disadvantage, disclose confidential information or personal confidences of one party to the other party, including motivation to sell/buy, negotiating strategy, or any other information if a party specifically instructs Broker in writing not to disclose, unless such disclosure is required by law.
  - b. Broker shall not, without prior express written consent of Owner, disclose to Buyer that Owner might accept a price less than the listing price, or accept terms less favorable to Owner than is indicated in the listing agreement nor shall Broker, without the prior express written consent of Buyer disclose to Owner that Buyer may be willing to pay a higher price, or accept terms less favorable to Buyer than those indicated in Buyers last written offer.
  - c. Broker will endeavor to be impartial between the parties and shall not represent the interests of either Owner or Buyer to the detriment of the other party. Broker is obligated to inform each party of facts Broker knows which likely could affect the party's decision to permit Broker to represent both Owner and Buyer.  
 Owner/Seller and Buyer are not required to consent to dual agency.
4. **DESCRIPTION OF BROKER'S SERVICES.** Broker may do the following for Owners and Buyers when acting as a Dual Agent (1) Treat the Owner and Buyer fairly and honestly; (2) Provide helpful information about the property and area; (3) Respond accurately to questions about the property; (4) Disclose all material facts about the property known to Broker; (5) Explain real estate terms and procedures; (6) Explain to the Owner and Buyer the benefits of having the property inspected; (7) Explain closing costs and procedures (8) Help Owner and Buyer compare financing alternatives; (9) Provide information about comparable properties so Owner and Buyer may make an informed decision on what price to accept and/or offer; (10) Assist with the standard forms that include the necessary protection and disclosures for the Owner and Buyer; (11) Work diligently to facilitate the sale; and, (12) Receive notices for Owners and Buyers (13) Keep their client(s) confidential information confidential unless they have written permission to reveal. The proceeding list of services is not intended to be all-inclusive, nor will all services listed be necessary in every case. Licensees are not required to answer questions outside the scope of their real estate license. In providing said services, Broker shall do all of the following:

- a. Provide brokerage services to all parties to the transaction honestly and in good faith.
- b. Diligently exercise reasonable skill and care in providing brokerage services to all parties.
- c. Disclose to each party all material adverse facts (i.e., significant defects or negative circumstances) that the licensee knows except for the following:
  - 1) Material adverse facts known by the party.
  - 2) Material adverse facts the party could discover through a reasonably diligent inspection, and which would be discovered by a reasonably prudent person under like or similar circumstances.
  - 3) Material adverse facts the disclosure of which is prohibited by law.
  - 4) Material adverse facts that are known to a person who conducts an inspection on behalf of the party.
- d. Account for all property coming into the possession of the licensee that belongs to any party within reasonable time of receiving the property.
- e. Disclose to the client all information known by the licensee that is material to the transaction and that is not known by the client or could not be discovered by the client through a reasonably diligent inspection.
- f. Fulfill any obligation that is within the scope of the agency agreement except those obligations that are inconsistent with other duties that the licensee has under law.
- g. Place both clients' interests ahead of Brokers.
- h. Disclose to client any financial interests the licensee or brokerage has in any business entity which is referred for any service or product related to the transaction.

**DUAL AGENCY POTENTIAL/CONSENT AGREEMENT**

- 5. **DESCRIPTION OF THE RESPONSIBILITIES AND RIGHTS OF OWNER AND BUYER.** In a dual agency situation, Owner and Buyer acknowledge and agree they have the responsibility to negotiate and make their own decisions as to what terms are to be included in any agreement for the purchase and sale of Owner's property. Owner and Buyer also acknowledge they understand that Broker' representing more than one party in a transaction can create a conflict of interest since both clients may rely upon Broker' advice, and the client's respective interests may be adverse to each other. Owner and Buyer understand they may seek independent legal counsel in order to assist them with any matter relating to a purchase agreement or any other aspect of this transaction. Owner and Buyer have the duty to protect their own interests and are advised by Broker to carefully read all documents to assure that they adequately express the parties understanding of the transaction. If Owner or Buyer have question regarding the duties and responsibilities of Broker, those questions should be resolved before signing this document.
- 6. **BINDING DOCUMENTS.** Owner and Buyer agree that whenever terms of this "Dual Agency Potential/Consent Agreement" contradict or conflict with their individual agency agreement with Broker, this Agreement shall supersede and prevail. When this Agreement is attached to an executed agency agreement or purchase agreement, it shall become a part thereof. Further, this Agreement shall be binding on heirs, assigns, executors and administrators of the parties hereto.
- 7. **REQUEST TO COMPLETE FORM DOCUMENTS.** Owner and/or buyer request that Broker select, prepare and complete form documents as authorized by Iowa law or rule, such as purchase agreements, groundwater hazard, and declaration of value.
- 8. **FAX TRANSMISSION.** The facsimile transmission of a signed copy hereof shall constitute a binding agreement. The parties agree to confirm this Agreement by mail or personal delivery of the original signed Agreement between the parties. Owner/Buyer agrees to receive phone calls at Residence.

PART C should be completed by either (or both) Seller or Buyer to acknowledge the Potential for Dual Agency. This consent should be done before engaging in any activities of a dual agent. (i.e. Before showing any client's property or acquiring confidential information.)

**C. DUAL AGENCY POTENTIAL**

a.  **SELLER / OWNER**

**DUAL AGENCY POTENTIAL.** Owner acknowledges that in order for Owners property to be exposed to all Buyer clients of Broker, the potential for dual agency exists. Owner understands that, in the process of searching for all property meeting the needs of Buyer, Buyer may want detailed information about, and to possibly see, property of Owner clients of Broker, and therefore a potential for dual agency exists. Owner acknowledges that when Broker presents detailed information or shows an Owner client's property to a Buyer client, that Broker is immediately a dual agent, undertaking a Consensual Dual Agency representation. Owner/Seller (agrees ) (does not agree ) to the Potential for Dual Agency representation.

Signature of Owner \_\_\_\_\_ Date: \_\_\_\_\_

Signature of Owner \_\_\_\_\_ Date: \_\_\_\_\_

If Brokerage becomes a Dual Agent for Property, Owner shall need to read, confirm and agree to Dual Agency Consent for the Representation by completing PART D prior to any Offer for Real Estate.

35

b.  BUYER

DUAL AGENCY POTENTIAL. Buyer acknowledges that, in the process of searching for all property meeting the needs of Buyer Buyer may want detailed information about, and to possibly see, property of Owner clients of Broker, and therefore a potential for dual agency exists. Buyer understands that in order for Owners property to be exposed to all Buyer clients of Broker, the potential for dual agency exists. Buyer acknowledges that when Broker presents detailed information or shows an Owner Client's property to a Buyer client, that Broker is immediately a dual agent, undertaking a Consensual Dual Agency representation. Buyer (agrees ) (does not agree  to the Potential for Dual Agency representation.

Signature of Buyer \_\_\_\_\_ Date: \_\_\_\_\_

Signature of Buyer \_\_\_\_\_ Date: \_\_\_\_\_

If Brokerage becomes Dual Agent for Property, Buyer shall need to read, confirm and agree to Dual Agency Consent for the Representation by completing PART D prior to any Offer for Real Estate.

PART D shall be completed when Brokerage represents both Seller/Owner AND Buyer for a specific property and both the Buyer AND Seller/Owner acknowledge and Consent to Dual Agency prior to offer.

D. DUAL AGENCY CONSENT

For the Offer For Real Estate dated 6-18-2019

Specific Property Address: 604 South Broadway Listing Agent: Audie Rainey

Owner(s) (per title): J.R.C. Inc hereinafter called "Seller."

Buyer(s): Red Oak School District Selling Agent: Chris Amos

a. The Seller and Buyer acknowledge that Broker is undertaking a Consensual Dual Agency representation in the sale of the above specific property.

Buyer agrees AMJ (initials) to dual agency representation in this transaction.

Seller agrees CW (initials) to dual agency representation in this transaction.

b. Broker Compensation. If the Buyer is paying Broker a fee or commission for this transaction, they will agree by separate document.

c. Termination of Negotiations or sale. In the event Seller and Buyer do not enter into an agreement for the purchase and sale of Seller's property to Buyer, or they do enter into an agreement and the sale does not close, the dual agency role of Broker under this Agreement shall be deemed by all parties to have been terminated. Broker will then become the agent of each, Seller and Buyer, or the terms and conditions previously agreed upon.

By signing below, Owner/Seller and/or Buyer acknowledge and agree that Broker shall act as a Dual Agent as described above. I (we) have read and understand this agreement and acknowledge receipt of a copy. This is a legally binding contract. If not understood, consult with the lawyer of your choice.

Cecilia Wortmann 6/19/2019 8:02 AM CDT  
Seller Time & Date

Mark Johnson 17:10 6/18/19  
Buyer Time & Date

Seller Time & Date  
Audie E. Rainey 6-18-18 7pm  
Listing licensee (for Broker) Time & Date

Buyer Time & Date  
Amos 17:10 6/18/19  
Selling licensee (for Broker) Time & Date



# COMMERCIAL/NON-RESIDENTIAL OFFER FOR REAL ESTATE

(Including Acceptance, Counter, or Rejection)



5:06  a.m.  p.m. 06/18/19  
 TIME DATE OF OFFER

OFFICE USE ONLY:  
 OFFER ACCEPTED \_\_\_\_\_

Check all boxes that apply.

**I. DISCLOSURE CONFIRMATIONS.**

- A. **AGENCY.** By signing below, Buyer and Seller confirm that written disclosures of agency representation were provided to them, they understand said representation, and the disclosures were provided prior to signing this Offer For Real Estate.
- B. **SELLER PROPERTY DISCLOSURE.** If this offer is for 1 to 4 unit residential property, Seller or Seller's Agent must deliver a written disclosure statement to Buyer prior to Seller accepting an offer, or counter-offering to Buyer. By signing below, Buyer confirms Buyer (  has ) (  has not ) received and read Seller's property disclosure statement. In the event that Seller is exempt from providing said disclosure under the Code of Iowa, check here .
- C. **LEAD-BASED PAINT.** If this offer is for a residential property built prior to 1978, Seller or Seller's Agent must provide Buyer with: (1) an EPA-approved lead hazard information pamphlet and (2) Seller's Lead-Based Paint Disclosure Information Statement. By signing below, Buyer confirms that Buyer (  has ) (  has not ) received and read the above described documents. The Disclosure Statement signed by all parties, is to be attached hereto. In the event that Seller is exempt from providing said documents under EPA regulations, check here .
- D. **REQUEST TO COMPLETE FORM DOCUMENTS AND REALTOR'S PERMISSION TO CALL.** Buyer and Seller request that Broker select and complete documents allowed by law, and authorize REALTOR® /Broker to call, fax, and email residence.

1. ROCD Mark Johnson BUYER & DATE 1. 6/18/19 SELLER & DATE  
 2. \_\_\_\_\_ BUYER & DATE 2. Cecillia Wortmann SELLER & DATE

6/19/2019 8:02 AM CDT

**II. OFFER TO:** \_\_\_\_\_ JRCR, LLC (herein designated as Seller).  
 The undersigned \_\_\_\_\_ Red Oak Community School District (herein designated as Buyer)  
 hereby offer to buy the real property situated in \_\_\_\_\_ Montgomery \_\_\_\_\_ County, Iowa. Located at and briefly described as \_\_\_\_\_ 604 South Broadway Street \_\_\_\_\_, Red Oak \_\_\_\_\_, Iowa, and legally described as: \_\_\_\_\_ Thompson Add Lot 33&34 (Ex S 40' & W 30") \_\_\_\_\_

hereinafter designated as "Property," together with any easements and servient estates appurtenant thereto and subject to zoning restrictions, restrictive covenants, easements, and mineral reservation, if any, and agrees to pay you for such property the sum of \$225,000.00 AS FOLLOWS: \$0.00 earnest money to be held in trust by \_\_\_\_\_ Rubcy Realty (  Seller's ) (  Buyer's ) (  both Seller's and Buyer's ) Agent, hereinafter referred to as "Broker" or "Agent", or an escrow company and credited toward the purchase price at closing, pending delivery of final papers and the balance upon delivery of warranty deed or upon execution of a real estate contract as hereinafter provided Buyers, on possession, are permitted to use the property for \_\_\_\_\_ 604 South Broadway Street \_\_\_\_\_. Earnest money scheduled to be held in excess of 90 days and in an amount equal to or exceeding \$7,500 shall be placed in an interest-bearing account with interest accruing in favor of (  Buyer ) (  Seller ). The term "Broker" shall also include Broker's affiliated licensees (brokers and salespersons). The terms "Owner" and/or "Seller" shall include seller or vendor. The term "Buyer" shall include buyer or vendee. The terms "sell" and "sale" shall include sale, lease, rent, exchange or option.

Check the appropriate boxes. (A) or (B) or (C) or (D) and if applicable (E)

- (A) **CASH** to be paid on settlement date. This offer is not contingent upon Buyer obtaining financing. Seller has the right to receive verification of funds.
- (B) **NEW MORTGAGE:** This contract is contingent upon the Buyer obtaining a bona fide commitment for a(n):
  - Conventional
  - ARM
  - FHA
  - RECD
  - VA (In the event of FHA or VA financing, see Addendum - Offer for Real Estate attached hereto and by this reference made apart of this contract.)
  - Other

Buyers MAJ and Sellers CW acknowledge that they have read this page.  
 (Initials) (Initials)

All usual costs incurred in securing such mortgage shall be paid by the \_\_\_\_\_  Seller  Buyer agrees to pay the loan placement or origination fee, or loan closing costs if required, not to exceed \_\_\_\_\_% of the mortgage. (Closing costs may include: loan origination fee, discount points, pre-paid, attorney fees, recording fees, etc.) The balance of the purchase price less the proceeds of such mortgage shall be paid by Buyer in cash.

**FINANCING COMMITMENT.** Buyer agrees to make loan application (if applicable) immediately, or within \_\_\_\_\_ days, and use Buyer's best good faith effort to obtain a financing commitment. If Buyer has timely made the application as set out herein and a loan commitment (with all lender contingencies met) cannot be obtained by Buyer, this agreement shall be null and void and all earnest money shall be returned to Buyer. Buyer shall immediately confirm insurability of Property.

**Financing Commitments:**

- Buyer's delivery of a copy of a written loan commitment to the Seller (even if the commitment is subject to conditions specified by the lender, such as appraisal) shall satisfy the Buyer's financing contingency, and the financing contingency shall be considered removed from this Purchase Contract as of the date of delivery. If Buyer does not make timely delivery of said commitment, as stated, then Seller may terminate this Offer by written notice of termination to Buyer.
- Both parties await appraisal. Appraisal must be completed by: \_\_\_\_\_
- Awaiting other mutually agreed financing terms which shall be in writing.

(C) **ASSUMPTION OF MORTGAGE OR CONTRACT:** see Addendum – Offer for Real Estate attached and made a part of this contract.

(D) **INSTALLMENT CONTRACT:** see Addendum – Offer for Real Estate attached and made a part of this contract.

(E) **OTHER TERMS/CONTINGENCIES/SPECIAL PROVISIONS (i.e., any subject to sale, including zoning permits, utilities, environmental assessments, etc.):** See attached document A easement for 604 South Broadway Street. See attached document B (1) Memorandum of Understanding for 604 South Broadway Street, and B (2) Cancellation of Agreement

**This agreement is also subject to the following terms and conditions:**

1. **TRUST PAYMENTS.** All funds deposited as part payments shall be held by Broker in trust pending acceptance of this offer, and examination of the abstract and delivery of deed or formal contract. Buyer authorizes the company financing this purchase to pay all funds to Broker for the benefit of Seller and Seller authorizes Agent to accept and manage payments and disbursements. At time of settlement, funds of the purchase price may be used to pay taxes, other liens, and closing costs to comply with the above requirements, to be handled under supervision of Broker, and subject to approval of Buyer on title questions which may be needed to produce marketable title. If Buyer is refunded any Earnest Money, any expenses incurred on Buyer's behalf shall be deducted and paid to the creditors entitled.

**Interest on Trust Account:** If indicated by "yes" in the following space \_\_\_\_\_, the trust funds paid by the Buyers to Broker shall be deposited by the Broker in an interest bearing trust account and the interest earned thereon shall accrue for the benefit of the \_\_\_\_\_, with interest credited to Social Security# \_\_\_\_\_ otherwise, the interest shall be forwarded to the Iowa Association of REALTORS® Foundation.

2. **REAL ESTATE TAXES, SPECIAL ASSESSMENTS, AND CHARGES.**

- a. All regular taxes due and payable in the fiscal year in which possession is given are to be paid by Seller as well as all unpaid taxes that are liens for prior years.
- b. All regular taxes for the fiscal year in which possession is given (due and payable in the following fiscal year) are to be pro-rated between Buyer and Seller as of the date of possession. The basis of such proration shall be the taxes that were certified and payable in the prior fiscal year. Buyer should verify any potential future tax liabilities. If Buyer is purchasing under an installment contract see the Commercial/Non-Residential "Addendum – Offer for Real Estate" attached and made a part of this contract.
  - Caution: If property has not been fully assessed for tax purposes, or reassessment is completed or pending, tax proration shall be on the basis of \$ \_\_\_\_\_ estimated annual tax.
- c. All special assessments spread on the Treasurer's Books at the time of the acceptance of this offer are to be paid by Seller. All charges for solid waste removal, utilities, and assessments for maintenance attributable to Seller's possession are to be paid by Seller. All liens caused by resolution of necessity, such as mowing, snow removal, etc. are to be paid by Seller.
- d. All subsequent taxes and special assessments are to be paid by Buyer.

Buyers MS, \_\_\_\_\_ and Sellers CW, \_\_\_\_\_ acknowledge that they have read this page.  
(Initials) (Initials)

- 3. **CLOSING AND POSSESSION.** Closing shall be on or before 5:00  a.m. or  p.m. August 30, 2019, and be made upon delivery of an instrument of title, but not later than date of possession, unless an interim occupancy agreement is entered into between the parties. Closing to be under the supervision of Seller's Agent, Audie Rainey RR Possession to be given 5:00  a.m. or  p.m. August 30, 2019, and adjustment of interest, taxes, insurance and rents to be made on this date. This transaction shall be considered closed upon filing of documents and receipt of all funds by the broker. All property, including keys, alarms, and garage door openers shall be delivered to Buyer at possession. Buyer's Agent is Chris Amos RR
- 4. **INSURANCE.** Seller shall bear the risk of loss or damage to property prior to settlement or possession, whichever first occurs. Seller agrees to maintain existing insurance, and Buyer shall immediately confirm insurability of Property and may also purchase insurance. In the event of substantial damage or destruction prior to closing, this Agreement may be null and void if Buyer desires. Buyer, however, shall have the right to complete the closing and receive insurance proceeds regardless of the extent of the damage plus a credit towards the purchase price equal to the amount of the Seller's deductible on such policy. The property shall be deemed substantially damaged or destroyed if it cannot be restored to its present condition on or before closing date.
- 5. **FLOOD HAZARD ZONE.** Buyer has been advised that the property ( is) ( is not) ( may be) in an area found to have special flood hazards. If the property is in a flood hazard area it may be necessary to purchase Flood Insurance in order to obtain financing. For further information, Buyer should consult a lender and insurance carrier.
- 6. **INCLUDED PROPERTY (if any).** All property that integrally belongs to, are specifically adapted to, or is part of the real estate (except rental items), whether attached or detached, such as wall to wall carpeting and vinyl, light fixtures and bulbs, ceiling fan(s), mirrors, shelving, shades, rods, blinds, awnings, shutters, storm windows, storm doors, screens, plumbing fixtures, sump pump, water heater, water softener, automatic heating equipment, fuel tank, air conditioning equipment (except window), door chimes, alarm devices, built-in items and electrical service cable/fencing, garage door opener and control(s), other attached fixtures, radio and/or attached TV receiving equipment, fencing, trees, bushes, shrubs, plants, garden bulbs, water heaters and softeners, sump pumps, attached or fitted floor coverings, installed security systems, central vacuum systems and accessories, in-ground lawn sprinkler systems and component parts, built in appliances, fences, fireplace screen, fire grate and attached equipment, appurtenant structures or equipment, storage buildings, and rural water membership shall be considered a part of real estate and included in this sale.

**OTHER INCLUDED ITEMS, INCLUDING TRADE FIXTURES, MACHINERY AND EQUIPMENT:**

Air compressor in West building-2 post car lift

**EXCLUDED PROPERTY, TRADE FIXTURES, MACHINERY AND EQUIPMENT:**

Dryer in Southeast building

- 7. **PERSONAL PROPERTY AND DEBRIS.** Seller agrees to remove all debris and all personal property not included herein from the property by possession date unless there is a prior written agreement by the parties.
- 8. **DUTIES OF PARTIES:**
  - a. Seller and Buyer acknowledge and agree that REALTOR® /Broker(s), its affiliated licensees and employees: (1) must respond to all questions of the parties, however they are not required to discover hidden defects or give advice on matters outside the scope of their real estate license; (2) make no, and Seller and Buyer are not relying upon, representations or warranties as to the physical or mechanical condition of the property, its size, value, future value, income potential, whether the basement is waterproof, etc.; (3) are not qualified to advise on questions concerning the condition of the property, the legal sufficiency, legal effect or tax consequences of this document or transaction. For such matters, Seller and Buyer are advised to consult the appropriate professional(s).
  - b. Seller and Buyer acknowledge that the Seller of real property has a legal duty to disclose MATERIAL ADVERSE FACTS and MATERIAL DEFECTS of which Seller has actual knowledge and which a reasonable inspection by Buyer would not reveal. Buyer has the right to obtain inspections, survey and measurements at Buyer's expense. Buyer shall immediately confirm insurability of Property. Buyer is hereby advised to request that special provisions be written into this contract prior to signing same, to cover any and all conditions which Buyer might consider to be questionable or problematical (whether such be inspection for termites, drainage, water and soil conditions, adequacy of structure or any components, zoning, boundaries, utility connections, or any other matters).

Buyers MR and Sellers CW acknowledge that they have read this page.  
(Initials) (Initials)

c. By acceptance of the Offer, the Seller warrants and represents: That Seller has no notice or knowledge of any planned public improvement which may result in special assessments or other liens, that no government agency has served any notice requiring repair, alterations or corrections of any existing conditions. This representation of Seller shall survive the closing of this transaction.

9. **JOINT TENANCY IN PROCEEDS AND IN SECURITY RIGHTS IN REAL ESTATE.** If Seller, immediately preceding this offer, holds title to the property in joint tenancy, and such joint tenancy is not later destroyed by operation of law or by acts of Seller, then (1) the proceeds of this sale, and any continuing and/or recaptured rights of Seller in real estate shall be and continue in Seller as joint tenants with rights of survivorship and not as tenants in common; and (2) Buyer in the event of the death of either Seller agree to pay any balance of the proceeds of this sale to the surviving Seller and to accept deed from such surviving Seller.

10. **CONDITION OF PROPERTY.**

a. The property as of the date of this agreement including buildings, grounds, and all improvements will be preserved by Seller in its present condition until possession or closing, whichever takes place first, ordinary wear and tear excepted. Buyer shall be permitted to make a walk through inspection of the property prior to possession or closing, whichever is sooner, in order to determine that there has been no material change in the condition of property.

b. **Buyer is advised to have property inspected by professional inspector(s).** If improvements on the property have been previously occupied, Buyer may choose one of the following alternatives relative to the condition and quality of the property:

i. Within 44 days after the final acceptance date Buyer may, at Buyer's sole expense, have the property inspected by a qualified person or persons of Buyer's choice to determine if there are any structural, mechanical, plumbing, electrical, or environmental deficiencies, including hazardous materials, substances, conditions, or waste. Buyer to indemnify Seller for any damage resulting from the environmental investigation. Within this same period, Buyer may notify Seller in writing of any such deficiency. Failure to do so shall be deemed a waiver of Buyer's inspection and repair rights and Buyer agrees to accept the property in its present condition. In the event of any claim or demand by Buyer as a result of inspections, Seller shall within 72 hours of notification declare and commence one of the following options: (1) making said items operational or functional or otherwise curing the deficiency, or (2) amending this agreement by giving Buyer a credit for the cost of curing the deficiency, or (3) canceling this agreement and refunding Buyer's earnest money deposit or any sums paid directly to Seller. If Seller does not promptly cure all such deficiencies in a manner mutually agreeable and confirmed by written addendum, signed by the parties (either pursuant to parenthetical 1 or 2 above), then buyer may declare this offer null and void and shall have the right to all payments returned.

ii. Buyer has verified any information that is important to Buyer by an independent investigation and/or independent inspector. Further, Buyer acknowledges that Buyer has made a careful and satisfactory inspection of the property and is purchasing the property in its existing condition.

iii. Seller has offered Property in its "As-is" condition and Buyer accepts Property in its "As-is" condition. Even if an inspection is conducted, Seller shall not be obligated to replace/repair any item(s) and is not bound to release any Earnest Money or void contract.

c. If acceptance is made by Buyer after inspection, under b(i) above, or if no inspection is made, or if offered and sold "As-is", Buyer hereby agrees that by delivery of deed, Buyer accepts property in its "As Is" condition at time of settlement, without warranties or guarantees of any kind by Seller or Broker(s) or employees of either concerning the working condition of systems or appliances, or condition or value of the property and waives Buyer's right to object to its condition or assert any claim related to the property at any time in the future. This provision shall survive delivery of deed to Buyer.

d. **New Construction :** If the improvements on the subject property are under construction or are to be constructed, this Agreement shall be subject to approval of plans and specifications by the parties within \_\_\_ days of final acceptance of this Agreement. This offer to buy is not a construction contract. The contract for construction will be a separate agreement between the Contractor and Buyer which will set forth all of the terms, conditions and specifications of the property to be constructed. **Broker(s) and employees make no warranties as to the quality of construction or materials or any warranty of habitability.**

11. **WOOD PEST INSPECTION.** Buyer may request a pest control inspection by a licensed pest inspector within 44 days after acceptance of this Offer, which shall be done at \_\_\_ Seller's or  Buyer's expense except as otherwise agreed in writing (if not marked Buyer assumes expense). Should evidence of termites or wood destroying insects be found, the property and structure(s) may be treated by a licensed pest exterminator in an appropriate manner at Seller's option, and shall include all treatment and repair reasonably required by Buyer. Buyer agrees to accept treated and repaired property; or prior to the commencement of

Buyers [Signature] and Sellers CW acknowledge that they have read this page.  
(Initials) (Initials)

40



treatment and repairs, shall have the option of declaring this agreement null and void and be entitled to full return of the earnest money. If Property is sold in its "As-is" condition, this wood pest inspection paragraph is not applicable to this Offer for Real Estate. This provision does not apply to fences, trees, shrubs, or outbuildings other than garages.

12. SEPTIC TEST, WELL TEST. If the property has a well or wells or is served by a septic system, the Buyers may, at their expense, within 44 days after acceptance of the offer, have the well or wells and the septic system inspected by a qualified inspector, to determine if the wells and septic system are working properly. If Buyers receive an unsatisfactory report, which cannot be resolved between the parties within days after receipt thereof, then upon written notice from Buyers to Sellers, this Agreement shall be null and void and all earnest money paid hereunder shall be returned to Buyers. If Property is sold in its "As-is" condition, this septic test, well test paragraph is not applicable to this Offer for Real Estate.

13. SURVEY. Buyer may, prior to closing, have the property surveyed at Buyer's expense. If Buyers elects to have the survey made, Buyer will have the survey completed at least three (3) business days prior to the scheduled closing. If the survey, certified by a Registered Land Surveyor, shows any encroachment on property, or if any improvements located on the subject property encroach on lands of others, such encroachments shall be treated as a title defect.

14. LEASE TERMINATION. If indicated by "Yes" in the following space yes, it shall be the responsibility of Sellers at Seller's expense to terminate all rights of existing tenants so Buyers shall have sole possession and at closing Sellers shall exhibit evidence satisfactory to Buyers of such termination. Seller shall furnish copies of all leases and agreements between Tenants and Seller and this offer (X is) ( is not) subject to Buyer approving said leases and agreements by (date) August 1, 2019

15. REMEDIES OF THE PARTIES - FORFEITURE - FORECLOSURE - REAL ESTATE COMMISSIONS.

a. If Seller fails to fulfill this agreement, Seller will pay to REALTOR\* /Broker the professional service fee (if any) in full as stated in the Exclusive Listing Agreement or other written commission agreement corresponding to the property, and Buyer shall have the right to have all payments returned or to proceed by an action or actions at law or in equity.

b. If Buyer fails to fulfill this agreement, Buyer will pay to REALTOR\* /Broker the professional service fee (if any) in full as stated within the Buyer Agency Agreement or other written commission agreement, and all payments by Buyer may be forfeited and retained by Seller as provided in the Code of Iowa.

c. In addition to the foregoing remedies, Buyer and Seller each shall be entitled to any and all other remedies, or action at law or in equity, including foreclosure, and the party at fault shall pay costs and attorney fees, and a receiver may be appointed.

16. COURT APPROVAL. If the property is an asset of any estate, trust, conservatorship, or receivership, this contract shall be subject to Court approval, unless declared unnecessary by Buyer. If necessary, the appropriate fiduciary shall proceed promptly and diligently to bring the matter on for hearing for Court approval. In this event a Court Officer's Deed shall be used.

17. ABSTRACT AND TITLE. Seller shall promptly provide, at Seller's expense, an abstract of title, continued to and including date of acceptance of this Agreement. Such abstract shall be delivered to an attorney selected by the Buyers or Buyer's lender for a title opinion. Seller shall, in the alternative if requested by Buyer of Buyer's lender, provide at Seller's expense a written lien search continued to and including the date of acceptance of this Agreement. Such lien search shall be delivered to a title insurer. Seller agrees to make every reasonable effort to promptly perfect title in accordance with such opinion or title policy so that upon conveyance, title shall be deemed marketable in compliance with this Agreement and the laws of the State of Iowa and, if applicable, the title policy. Seller may await reasonable assurance that Buyer is fully approved by lender or that Buyer will in Seller's judgment proceed with the transaction before updating abstract.

18. DEED. Upon payment of purchase price, Seller shall convey title by general warranty deed, if not general then deed, free and clear of liens and encumbrances, reservations, exceptions or modifications except as the instrument otherwise expressly provides. All warranties shall extend to time of acceptance of this offer, with special warranties as to acts of Seller up to time of delivery of deed.

19. GENERAL PROVISIONS. In the performance of each part of this agreement, time shall be of the essence. This agreement shall be binding on and inure to the benefit of the heirs, executors, administrators, assigns and successors in interest of the respective parties. This agreement shall survive the closing. Paragraph headings are for the convenience of reference and shall not limit nor affect the meaning of this agreement. Words and phrases herein, including any acknowledgement hereof, shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender, according to the context.

20. NOTICE. Any notice required under this Agreement shall be deemed delivered when it is received either by hand delivery, facsimile, electronic communication or certified mail. Persons designated for receipt of any notice shall be Seller(s) and Buyer(s) at the addresses

Buyers MD and Sellers CW acknowledge that they have read this page.  
(Initials) (Initials)

Serial#: 027443-900156-0692898

Prepared by: Audie Rainey | Rubey Realty | audierainey@rubeyrealty.com |

set forth below or their Broker or Agent. Electronic or facsimile transmission sent to the other party or to the appropriate Broker, followed by electronic or faxed acknowledgement of receipt, shall constitute delivery of signed document.

- 21. **ENTIRE AGREEMENT.** This document contains the entire agreement of the parties and supersedes all prior Offers with respect to the property. This Offer may be modified only by a written agreement signed and dated by both parties. This Offer for Real Estate shall not be assigned by Buyer without the written consent of Seller.
- 22. **MEDIATION.** In the event of a dispute, Buyer and Seller agree to consider mediation as an alternative to initiating legal action. The mediation will be conducted in accordance with the rules and procedures of a mutually agreed mediation service. Even when utilizing mediation, parties may still seek legal remedies.
- 23. **OTHER PROVISIONS.** All other provisions, if any, shall be by addendum or amendment to this Agreement.
- 24. **INDEMNITY:** If a mutual mistake regarding the rights and obligations of the parties is discovered after closing, that mistake shall be corrected by a mutual agreement. If the error is a monetary mistake, it is to be assessed and immediately collected from the party originally legally liable.
- 25. **ACCEPTANCE.** When accepted, this offer shall become a binding contract for the sale and purchase of the above described property and the professional service fee(s) shall be due to the Agent(s) in accordance with the Exclusive Listing Agreement, Buyer Agency Agreement or other written commission agreement, between either party and their Agent(s). This Offer shall not negate or change any of the conditions or terms of said Agreement(s), which, by this reference shall remain in full force and effect through the closing. If this offer is not accepted by Seller on or before 5:00  a.m. or  p.m. June 20, 2019, it shall become null and void and the initial payment shall be repaid to Buyer without liability on the part of said Agent(s) to either party.

**THIS IS A LEGALLY BINDING CONTRACT.**  
**If not understood, consult with the lawyer of your choice.**

Receipt of a copy of this agreement is acknowledged by the parties hereto.

1. <u>Rocco Mark Johnson</u> BUYER	2. _____ BUYER
ADDRESS	ADDRESS
CITY, STATE, ZIP	CITY, STATE, ZIP
PHONE	PHONE
BUYER TAXPAYER IDENTIFICATION NUMBER (optional)	BUYER TAXPAYER IDENTIFICATION NUMBER (optional)

Seller hereby (  accepts ) (  counters ) the above offer at 6/19/2019 8:03 AM CDT  a.m. or  p.m. (  See attached counter offer ) or (  Seller has made a counter offer by changing and initialing terms herein. This counter offer shall become null and void unless accepted by Buyer initialing said terms on or before \_\_\_\_\_  a.m. or  p.m. \_\_\_\_\_ ). Seller reserves the right to withdraw this counteroffer by notifying Buyer of withdrawal prior to Buyer acceptance of this counteroffer. Seller may accept other offers only after withdrawing this counteroffer, without liability on the part of the Agent's involved. Seller's Broker shall take backup offers up to the time of closing after this offer has been accepted by Seller; and (  shall ) (  shall not ) continue to show this property for sale.

Buyers [Signature] and Sellers CW acknowledge that they have read this page.  
 (Initials) (Initials)

42

1.	<i>Cecillia Wortmann</i>	2.	
	SELLER		SELLER
	ADDRESS		ADDRESS
	CITY, STATE, ZIP		CITY, STATE, ZIP
	PHONE		PHONE

Buyer's Attorney \_\_\_\_\_

Seller's Attorney \_\_\_\_\_

Abstract location \_\_\_\_\_

Mortgage with \_\_\_\_\_

OPTIONAL:

1. \_\_\_\_\_ 2. \_\_\_\_\_

Seller's Taxpayer Identification Number

This offer rejected (Seller signature required): \_\_\_\_\_

Time \_\_\_\_\_  a.m. or  p.m.

Date \_\_\_\_\_

Buyers *MJ*, \_\_\_\_\_ and Sellers *CW*, \_\_\_\_\_ acknowledge that they have read this page.

(Initials) (Initials)

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THE IOWA STATE BAR ASSOCIATION Official Form No. 104 09837

FOR THE LEGAL EFFECT OF THE USE OF THIS FORM, CONSULT YOUR LAWYER

Entered for Taxation this 15<sup>th</sup> day of October, A.D. 1997  
Gail Magrison, Auditor

REAL ESTATE TRANSFER TAX PAID 19  
STAMP \$ 256.00  
RECORDED  
DATE 10-14-97  
COUNTY

DIST. NO. 970  
MONTGOMERY COUNTY, IOWA  
FILED FOR RECORD  
DATE 10-14-97  
TIME A.M. 2:59 P.M.  
PATRICIA ENGLAND, Recorder  
Book 216 Page 179  
\$ 16.00 Fee

Preparer Information Kenneth E. Schwarz 106 E. 2nd Street Davenport 319/333-8357  
Individual's Name Street Address City Phone



WARRANTY DEED (CORPORATE GRANTOR)

For the consideration of Ten and no/100 Dollars and other valuable consideration, MidAmerican Energy Company a corporation organized and existing under the laws of Iowa

does hereby Convey to Mickey Anderson and Marla Anderson, husband and wife, as joint tenants with full rights of survivorship and not as tenants in common

the following described real estate in Montgomery County, Iowa: Lots 33 and 34 and also the vacated portion of Park Avenue adjoining said Lots 33 and 34, all in Thompson Addition to the City of Red Oak; excepting the southerly 40 feet of said Lots 33 and 34 and also excepting conveyances for highway.

Grantor reserves unto themselves, their successors and assigns the following easements:

- 1.) The rights of ingress and egress across a strip of land 30 feet in width located in Lot 34 Thompson's Addition, the centerline more particularly described as follows: commencing at the southeast corner of said Lot 34; thence north along the east line of said Lot 34 a distance of 40 feet; thence west 30 feet to the point of beginning; thence north a distance of 260 feet.
2.) The right to construct, reconstruct, operate and maintain electric transmission and communication lines across above described, conveyed property; the center line of said transmission line to follow a route described as commencing on the west boundary of Lot 63 of Thompson's Addition to Red Oak, Iowa approximately 57 feet north of the southwest corner of said Lot 63; thence in a northeasterly direction across Lot 63, 31, 32, 33, and 34, all in said Thompson's Addition to Red Oak, to a point on the north boundary of said Lot 31 approximately 30 feet west of the northeast corner of said Lot 31.

Subject property, exceptions and reservations are shown on attached EXHIBIT A. The Corporation hereby covenants with grantees, and successors in interest, that it holds the real estate by title in fee simple; that it has good and lawful authority to sell and convey the real estate; that the real estate is free and clear of all liens and encumbrances, except as may be above stated; and it covenants to Warrant and Defend the real estate against the lawful claims of all persons, except as may be above stated.

Words and phrases herein, including acknowledgment hereof, shall be construed as in the singular or plural number, according to the context.

MIDAMERICAN ENERGY COMPANY

Dated: September 30, 1997

By Stephen E. Hollenbeck, Vice President  
By James J. Howard, Vice President

STATE OF IOWA, WOODBURY COUNTY, ss:

On this 30th day of September, 1997 before me, the undersigned, a Notary Public in and for said State, personally appeared Stephen E. Hollenbeck and James J. Howard to me personally known, who being by me duly sworn, did say that they are the Vice President - Field Operations and Vice President, respectively, of said corporation; that the seal hereon procured by the said [the seal affixed thereto is the seal of said] corporation that said [the seal hereon procured by the said] corporation by authority of its Board of Directors and that [the seal hereon procured by the said] corporation by authority of its Board of Directors and that [the seal hereon procured by the said] corporation by authority of its Board of Directors as such officers, acknowledged the execution of said instrument to be the voluntary act and deed of said corporation, by it and by them voluntarily executed.



Debra A. Martin  
Debra A. Martin  
Commission expires: 8-19-98 Notary Public

Handwritten initials

# PLAT OF SURVEY

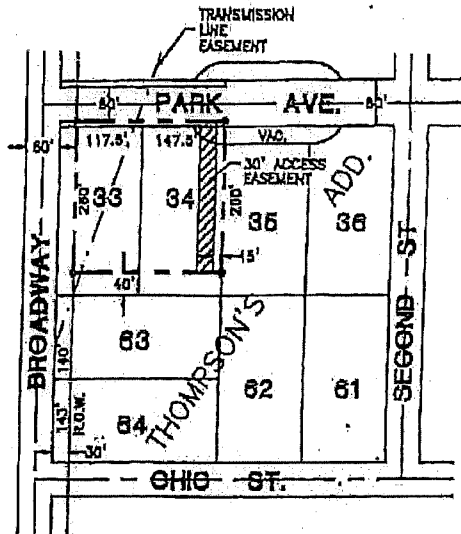
## LOTS 33 AND 34, THOMPSON ADD. RED OAK, IOWA



SCALE 1"=200'

- IRON PIN SET  
W/CAP #4129

SURVEY REQUESTED BY:  
CHRIS SWANSON  
DATE OF SURVEY:  
JULY 23, 1987



### DESCRIPTION:

LOTS 33, 34 AND ALSO THE VACATED PORTION OF PARK AVENUE ADJOINING SAID LOTS 33 AND 34, EXCEPT THE SOUTH 40 FEET AND THE WEST 30 FEET, ALL IN THOMPSON'S ADDITION TO THE CITY OF RED OAK, IOWA.

### EASEMENTS:

#### ACCESS EASEMENT:

A STRIP OF LAND 30 FEET IN WIDTH, LOCATED IN LOT 34 THOMPSON'S ADDITION, CENTERLINE MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 34; THENCE NORTH ALONG THE EAST LINE OF SAID LOT 34 A DISTANCE OF 40 FEET; THENCE WEST 30 FEET TO THE POINT OF BEGINNING; THENCE NORTH A DISTANCE OF 280 FEET.

#### TRANSMISSION LINE EASEMENT:

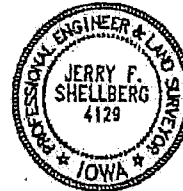
CENTER LINE OF SAID TRANSMISSION LINE TO FOLLOW A ROUTE DESCRIBED AS COMMENCING ON THE WEST BOUNDARY OF LOT 63 OF THOMPSON'S ADDITION TO RED OAK, IOWA, APPROXIMATELY 67 FEET NORTH OF THE SOUTHWEST CORNER OF SAID LOT 63, THENCE IN A NORTHEASTERLY DIRECTION ACROSS LOT 63, 31, 32, 33, AND 34, ALL IN SAID THOMPSON'S ADDITION TO RED OAK, TO A POINT ON THE NORTH BOUNDARY OF SAID LOT 31 APPROXIMATELY 30 FEET WEST OF THE NORTHEAST CORNER OF SAID LOT 31.

### CERTIFICATION

I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly licensed Land Surveyor under the laws of the State of Iowa.

*Jerry F. Shellberg*  
 JERRY F. SHELLBERG, P.E. & L.S.  
 My license renewal date is December 31, 1987  
 License number 4129

JULY 28, 1987



### JFSCO ENGINEERING, P.C. Exhibit A

PROFESSIONAL	ENGINEERING	AND	LAND	SURVEYING
PROJ. NO. 4129	DATE OF PLAN 07/23/87	CLIENT J.F. SHELLBERG	DATE RECEIVED 07/23/87	DATE OF PLAN 07/23/87
BY JERRY F. SHELLBERG	DATE BY J.F. SHELLBERG	APPROVED BY J.F. SHELLBERG	DATE APPROVED BY J.F. SHELLBERG	DATE OF PLAN 07/23/87

Filed for record on Oct 14, 1987 AD at 2:59 PM o'clock Pat England, Recorder

CW

45

B (1)

1. Seller agrees to arrange and pay for any necessary alterations to the current septic system on the Property to bring it into compliance with all current state, local or federal laws, regulations or ordinances. Seller shall also pay for any testing and inspection fees associated with same. Further, Seller agrees to pay for all costs (construction, testing and inspection fees) associated with connecting the "floor drain" into a legal septic system that must likewise be certified as compliant with all current state, local or federal laws, regulations or ordinances. Remedial work under this paragraph shall be concluded and costs associated therewith paid prior to any potential closing. Further, Seller shall also arrange for and pay for any contamination, clean up and/or remediation required by law, ordinance or regulation attributable to the historical septic tank system and historical "floor drain."
2. Buyer will be allowed 45 days from June 17, 2019 (through August 1, 2019) to conduct any inspections it wishes to have conducted at its own expense including but not limited to termite inspection, any environmental inspection, etc. to help it make a decision about whether to proceed to purchase the property or not. Seller will not contribute toward any remedial costs associated with these inspections.
3. Buyer may also cancel this transaction if the current Red Oak Middle School potential sale transaction to Red Oak Partners LLC fails to close for any reason. This contingency does not have any specific time limit.
4. Seller will also pay for and provide Buyer with an updated, continued abstract inclusive of items normally included in an abstract that exist up to date and time of closing.
5. Any offer, counter-offer or acceptance signed or initialed by a representative of the Red Oak CSD is only legally effective when voted upon, approved and/or ratified by the full Board of Directors of the Red Oak CSD after action at a legally constituted Board meeting.

CW

HL

B (2)

CANCELLATION AGREEMENT

Seller, JR CR LLC and Buyer, Red Oak Community School District, agree that the Original Offer for the 604 S. Broadway property dated May 29, 2019 with three Counter-offers is formally re-confirmed as cancelled.

6/19/2019 8:03 AM CDT

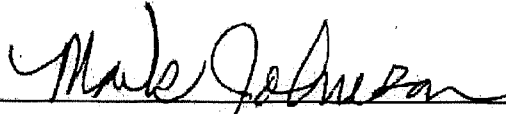
Date

6/18/19

Date

*Cecilia Wortmann*

Authorized Representative, JR CR LLC



Board President, Red Oak Community School District



Powered By :

### Certificate of Authenticity

#### Session Information

Signing Session ID:	1568c7f6-5233-4917-94c2-c5bff4b7800b	Status:	Completed
Transaction Name:	604 S Broadway St, Red Oak Purchase Offer 2	Created On:	6/18/2019 7:31:10 PM EDT
Session Title:	604 S Broadway St, Red Oak Purchase Offer 2	Last Modified:	6/19/2019 9:04:07 AM EDT
Documents:	1	Owner:	Audie Rainey
Signers:	1	Company:	Rubey Realty

#### Signer Information

Signature Events	Signature	Timestamp
Cecillia Wortmann tom@intertechcollision.com Signer Security: Email	<i>Cecillia Wortmann</i>  IP Address: 174.217.2.175 ID: 5242b7e5-2011-45d9-8ed2-328ac3ed0d82	Sent: 6/18/2019 7:40:08 PM EDT Viewed: 6/19/2019 9:01:39 AM EDT Disclosure: 6/19/2019 9:01:39 AM EDT Signed: 6/19/2019 9:04:05 AM EDT

#### Session Documents

Document	Signatures	Initials	Dates	FormFields	Dropdown	Checkbox	RadioButton
604SBroadwayStRedOakPurchaseOffer2.pdf	4	10	4	0	0	0	0

#### Session Activity

Timestamp	IP Address	Activity
6/19/2019 9:04:07 AM EDT	174.217.2.175	Session completed and closed by Audie Rainey
6/19/2019 9:04:05 AM EDT	174.217.2.175	Signing Completed by Cecillia Wortmann (tom@intertechcollision.com)
6/19/2019 9:01:39 AM EDT	174.217.2.175	Signature created and disclosure approved by Cecillia Wortmann (tom@intertechcollision.com)
6/18/2019 7:40:08 PM EDT	63.142.54.86	Invitation sent to Cecillia Wortmann(tom@intertechcollision.com) by Audie Rainey
6/18/2019 7:40:08 PM EDT	63.142.54.86	eSignOnline Session Created by Audie Rainey

#### Disclosure

##### Consumer Disclosure

Please read the information below regarding the terms and conditions of receiving documents, contracts, and disclosures electronically



through the eSignOnline electronic signature system. If this information is to your satisfaction and you agree to the terms and conditions, please confirm your acceptance and agreement by checking the box 'I Agree to the above Consumer Disclosure' and selecting the 'Create and Approve Signature button'.

### **Electronic distribution of documents and contracts**

Rubey Realty (We, us, or the Company) acknowledges your agreement to receive required documents, contracts, notices, disclosures, authorizations, and other documents electronically through the eSignOnline electronic signature system. We appreciate and thank you for doing your part to go paperless and save our environment. Through the eSignOnline electronic signature system, we are able to save time and process a transaction faster. We do not have to print and mail paper copies, wait for signatures that could take days or weeks, and there are no delays associated with waiting for you to mail it back to us. Unless you tell us otherwise in accordance with the procedures described herein this disclosure, we will provide documents through this electronic method during the course of our relationship with you. If you do not agree with this process and method, please let us know as described below.

Rubey Realty outsources personal information to a third party processing and storage service provider which is located in the USA. The Buyer and Seller hereby acknowledge that personal information processed and stored by a US third party service provider is subject to the laws of that country and that information may be made available to the US government or its agencies under a lawful order made in that country.

### **Paper copies**

During the signing process on eSignOnline, you will have the opportunity to download and print your copies of the documents before and after signing. At any time, you may contact us to obtain paper copies of documents that have been provided to you electronically. To request paper copies, you must send an email to [audierainey@rubeyrealty.com](mailto:audierainey@rubeyrealty.com) and in the body of the email state your full name, address, telephone number, and the name of the document or transaction that you would like a paper copy for. If any fees apply, we will notify you.

### **Withdrawing your consent to sign electronically**

Once you have decided and agreed to the following disclosure to sign documents electronically, you may at any time thereafter decide to withdraw your consent and receive required documents only in paper format. There are several ways to inform us that you no longer wish to received documents and sign electronically:

- a) During the electronic signing process, you may elect to 'decline' and indicate your reasons for declining and withdrawing your consent,
- b) Send an email to [audierainey@rubeyrealty.com](mailto:audierainey@rubeyrealty.com) and in the body of the email indicate your full name, address, telephone number and that you no longer wish to sign electronically and instead would like to receive paper copies

Please be aware that withdrawing your consent to sign electronically may result in delays and/or more time to complete a transaction. We will then have to print and mail paper copies to you, wait for you to receive and sign documents, then wait for you to mail it back and follow the same procedure with other parties to the transaction.

### **How to contact Rubey Realty**

At any time, you may contact us to change your email and contact information, request paper copies, or to indicate your change in consent to sign electronically hereafter.

Contact Name : Audie Rainey  
Email Address : [audierainey@rubeyrealty.com](mailto:audierainey@rubeyrealty.com)  
Phone Number :

### **Hardware and Software Requirements**

The following are minimum hardware and software requirements to use the eSignOnline electronic signature system.

Operating Systems: Windows® 8, Windows® 7, Windows Vista®, Mac OS® X 10.6 and higher.  
Browsers: Google Chrome® 36 and higher, Internet Explorer® 9.0 and higher, Mozilla Firefox® 31.0 and higher, Safari® 5.1.7 and higher.  
Screen Resolution: 800 x 600 minimum  
Security Settings: Allow per session cookies  
PDF Reader: Acrobat® or similar software to view and print PDF files

### **Your Acknowledgment and Consent to use electronic signatures**

To confirm to us that you can access this information electronically, which will be similar to other electronic documents that we will

provide to you, please verify that you were able to read this electronic consumer disclosure and that you also were able to print on paper or electronically save this page for your future reference and access. Further, you consent to receiving notices and disclosures in electronic format on the terms and conditions described herein this consumer disclosure, please let us know by checking the 'I agree with the above Consumer Disclosure' box below.

By checking the 'I agree with the above Consumer Disclosure' box, I confirm that I can access and read this electronic consumer disclosure to consent to receipt of electronic documents, I can print on paper if I so choose, the disclosure and/or save to a place where I can print it for future reference and access, and until I notify Rubey Realty otherwise, I consent to receive from Rubey Realty electronic documents that are required to be provided or made available to me by Rubey Realty during the course of my relationship with Rubey Realty.

**Weight Room Equipment Bids:**

- 1) Sorinex - \$91,174.21
- 2) Samson - \$77,682.00

**Flooring Bids**

- 1) Samson - \$34,905.00
- 2) Sports Construction Midwest - \$26,990.00

\*Bids Attached



*\* Att. Bid  
WA-Down  
#1*

**ESTIMATE**

PAGE	ESTIMATE	DATE
1	17517	12/05/18

**Sorinex Exercise Equipment**

193 Litton Drive  
Lexington SC 29073  
803-978-2253

SOLD TO

Red Oak High School

401 N. Main Street  
Red Oak OK 74563

crouse@roschools.org

712-623-6610

SHIP TO

Red Oak High School

2011 N 8th Street  
Red Oak IA 51566

crouse@roschools.org

712-623-6610

TOTAL ESTIMATE

**\$ 91,174.21**

<b>PURCHASE ORDER NO.</b>	<b>TERMS</b> Due Upon Receipt	<b>SHIPPING METHOD</b>
<b>CONTACT</b> Nick Crouse	<b>EXP. DATE</b> 01/05/19	<b>SALESPERSON</b> Dan McKlin

\*\*A minimum of a 50% deposit is required for all orders unless otherwise noted in this estimate\*\*  
\*\*\*Finance charges of 1.5% per month will be applied to late payments\*\*\*  
\*\*\*All sales may be subject to sales/use tax for the state in which the products are shipped to and are not included in this estimate\*\*\*  
\*\*\*All credit cards are subject to 1.5% processing fee\*\*\*

ITEM NO	DESCRIPTION	QTY	UNIT PRICE	EXTENSION
P05500	Base Camp Half Rack Uber Package (w/ Custom Laser Cut Logo) -Rack @ 8' 6" tall, 3' 11" wide, 5' 3" long w/ Laser Cut Numbering -Pair Sandwich Style J-Hooks -Pair 24" Spotter Bars -14 Customizable Plate Storage Pins -Batwing Chin Bar w/ Abbrev Arch -Landmine -Utility Seat -Pair of Single Leg Roller Pads -Utility Seat Storage w/ 2 Bar Storages	6	\$ 2,999.00	\$ 17,994.00
P00882	Urethane Utility Pin - 12" Fixed Weight Pin for Base Camp & XL: Can be used for: -Misc storage (plates, vests, ropes, etc) -Dips when used with full spotter bars -Parallel grip chin-ups anywhere on rack -Band compatibility -Safety squat handles	-39	\$ 59.00	\$ -2,301.00
P04556	Base Camp High Bridge - 9'	5	\$ 274.00	\$ 1,370.00
P05607	Base Camp Jammer Arms - Adjustable	3	\$ 999.00	\$ 2,997.00
P01409	XL Series 8' Upright	5	\$ 150.00	\$ 750.00
P01415	XL Series Single Square Bar - 51"	20	\$ 135.00	\$ 2,700.00
P03497	XL Series Flat Kettlebell Storage Tray w/ Rubber Inlay - 51" ***10 of these tray will accomodate a 5-125lb Umax Urethane DB Set***	20	\$ 324.00	\$ 6,480.00
P02497	Sorinex Recon Adjustable Bench	6	\$ 599.00	\$ 3,594.00

**SUBTOTAL**

\$ 84,685.00

**ESTIMATED FREIGHT**

6,489.21

**\$ 91,174.21**

QUOTATION  
17517

**TOTAL ORDER VALUE**

52



*4 Att Bnd  
Cont.*

**ESTIMATE**

PAGE	ESTIMATE	DATE
2	17517	12/05/18

**Sorinex Exercise Equipment**

193 Litton Drive  
Lexington SC 29073  
803-978-2253

ITEM NO	DESCRIPTION	QTY	UNIT PRICE	EXTENSION
P00172	Sorinex Custom Logo Headguard	6	\$ 99.00	\$ 594.00
P00877	TRX Suspension Trainer (Single Unit)	5	\$ 199.00	\$ 995.00
P01502	Sorinex Performance Bar Black Zinc 20kg US Made Black Bushing Bar 190,000 min tensile strength and 175,000 min yield strength Black zinc shaft, bright zinc sleeves.	6	\$ 349.00	\$ 2,094.00
P03343	Sorinex Double Handle Diamond Bar	6	\$ 375.00	\$ 2,250.00
P02711	Sorinex Bosco Bumper Plate 45lb Lifetime Warranty, North American Made	36	\$ 355.00	\$ 12,780.00
P02712	Sorinex Bosco Bumper Plate 25lb Lifetime Warranty, North American Made	24	\$ 195.00	\$ 4,680.00
P02713	Sorinex Bosco Bumper Plate 10lb Lifetime Warranty, North American Made	24	\$ 99.00	\$ 2,376.00
P05034	Sorinex Urethane Change Plate 5lbs	24	\$ 19.00	\$ 456.00
P05035	Sorinex Urethane Change Plate 2.5lbs	24	\$ 12.00	\$ 288.00
P03247	Sorinex Ductile KB Set 4kg - 40kg (One each - 4kg increments)	2	\$ 699.00	\$ 1,398.00
P02811	XD Branded Kevlar Med Ball 8lbs (14in)	5	\$ 105.00	\$ 525.00
P02813	XD Branded Kevlar Med Ball 14lbs (14in)	5	\$ 120.00	\$ 600.00
P02510	XD Branded Kevlar Med Ball 20lbs (14in)	5	\$ 135.00	\$ 675.00
P00970	UMAX Ultra-Premium Urethane Dumbbell Set w/ Logo 5-100lbs	1	\$ 10,775.00	\$ 10,775.00
P00971	UMAX Ultra-Premium Urethane Dumbbell Set w/ Logo 105-125	1	\$ 4,662.00	\$ 4,662.00
P00125	Large Strength Bands - Sorinex Strength Set	6	\$ 159.00	\$ 954.00
P00070	Large Strength Bands - Micro (Pair) Orange	6		
P00071	Large Strength Bands - Mini (Pair) Red	6		
P00069	Large Strength Bands - Light (Pair) Purple	6		
P00067	Large Strength Bands - Average (Pair) Green	6		
P00074	Large Strength Bands - Strong (Pair) Blue	6		
P03893	Professional Installation -Professional set-up, tuning, and calibration of listed equipment -Inspection of straps, cables and structural integrity of the racks/rigs and equipment. -Sorinex is not responsible for mounting any equipment to the wall or floor	1	\$ 4,999.00	\$ 4,999.00

**REMARKS**

\*Please provide Tax Exempt Form at time of payment\*

53

<b>SUBTOTAL</b>	<b>ESTIMATED FREIGHT</b>		<b>\$ 91,174.21</b>
\$ 84,685.00	6,489.21	QUOTATION 17517	<b>TOTAL ORDER VALUE</b>



# SAMSON

FED. TAX ID # 85-0404440

*# Att. Bill  
Wt. Room  
# 2*

Company Address Samson Equipment, Inc.  
P.O. Box 353  
Fairacres, New Mexico 88033  
United States  
Phone 1-800-4-SAMSON  
Fax (575) 523-2100

ID Number 00004685  
Created Date 6/19/2019  
Expiration Date 7/17/2019

Prepared By Brian Schroeder  
Email brian@samsonequipment.com

Bill To Name Red Oak High School Ship To Name Red Oak High School  
Bill To Red Oak, Iowa Ship To United States  
United States

Product Code	Product	Line Item Description	Quantity	Sales Price	Total Price
111MSSL	Safety Rack/ Storage/ Long/ Stainless	comes with Chin Bar, j-hooks, spotters, plate and bar storage.	6.00	\$2,260.00	\$13,560.00
MALAK	Rotational Bar Sleeve for PLT OR Power Rack		6.00	\$204.00	\$1,224.00
SLQA	Single Leg Squat Attachment	set up for left and right use.	6.00	\$258.00	\$1,548.00
Custom	Custom	Utility Seat for Racks	6.00	\$275.00	\$1,650.00
BA	Band Attachment (4 total Band Pegs)		6.00	\$180.00	\$1,080.00
GS	Graphic Shield	for half racks	12.00	\$420.00	\$5,040.00
111FAT-100947	Fat Grip Chin for Link		4.00	\$168.00	\$672.00
111VL-100943	Vertical Link		4.00	\$358.00	\$1,432.00
100CS-VS	Combo Bench Vertical Storage		6.00	\$1,154.00	\$6,924.00
UPHL	Upholstery Logo		6.00	\$90.00	\$540.00
203	Triple Tier Dumbbell Rack (15pr)	3-Tiers DB Storage	1.00	\$1,300.00	\$1,300.00
203	Triple Tier Dumbbell Rack (15pr)	2-Tiers DB storage, 1- Tier KB Storage	1.00	\$1,300.00	\$1,300.00
OLB20kg	Olympic Lifting Bar 20kg 1-1/8" shaft 1800# test Zinc		6.00	\$389.00	\$2,334.00
SCBP	Samson Competition Bumper Plates	36-45lb, 24-25lb, 24-10	2,460.00	\$5.25	\$12,915.00
SOPGU	Olympic Plates-Grip Style Urethane	24-5lb, 24-2.5	180.00	\$5.85	\$1,053.00
JA	Jammer Arms	for 111MSSL Racks	3.00	\$840.00	\$2,520.00
SUDB	Samson Solid Urethane Dumbbell	One set 5-125/5lb [25 Pair Total]	3,250.00	\$3.92	\$12,740.00
NAT-IPA	National IPA Discount / Contract# R160702		1.00	(\$12,481.00)	(\$12,481.00)
PD-4	Prepayment Discount / Applicable with Balance Due in full Net 0, No Deposit required.		1.00	(\$554.00)	(\$554.00)
NBA HEX	NBA Hex Bar		6.00	\$355.00	\$2,130.00
TRX	TRX Products	TRX Straps	4.00	\$195.00	\$780.00
Dynamax	Dynamax Med Balls	Elite Med Balls 5-8lb, 5-14lb, 5-20lb One set each master level Band	1.00	\$1,786.00	\$1,786.00

A SERVICE CHARGE OF 1.5% PER MONTH WILL BE APPLIED TO ALL PAST DUE INVOICES

54



FED. TAX ID # 85-0404440

Company Address Samson Equipment, Inc.  
 P.O. Box 353  
 Fairacres, New Mexico 88033  
 United States

Phone 1-800-4-SAMSON

Fax (575) 523-2100

BA-Bands	Bands for Band Pegs	package to include 5-pair of bands each.	6.00	\$948.00	\$5,688.00
KB	Kettlebell	Two sets kettlebells 10-90/10lb	1.00	\$1,154.00	\$1,154.00
Full Set-Up Samson	Full Set-Up Samson		1.00	\$4,450.00	\$4,450.00
Freight Dock-to-Dock	Freight Dock-to-Dock		1.00	\$6,897.00	\$6,897.00

Subtotal	\$77,682.00
Grand Total	\$77,682.00

**TERMS OF SALE**

Public schools and government institutions are Net 30 days with an approved Purchase Order. Custom design orders 50% down to initiate order and Net 30 balance due. Custom flooring orders 50% down, 50% to ship.

Private sales are 50% down to initiate an order. The balance is due prior to shipping, either by certified check, wire transfer, American Express, Master, Visa or Discover card. Business or personal checks are accepted. Amount must clear prior to shipping. This may delay shipping by approximately 9 or more days.

International sales are 50% down to initiate an order via wire transfer. The balance is due prior to shipping by Wire Transfer, American Express, Master, Visa or Discover card. Business or personal checks are NOT accepted. Final amount due must clear prior to shipping.

Financing available upon request. See your Samson Sales Representative for further information.

**Freight Services and Definitions**

To assist in your delivery requirements the following definitions are provided:

All standard shipments are shipped Dock-to-Dock. Optional services are available upon request, additional costs apply. Contact your Samson Sales Rep for information.

Dock- to- Dock Freight carrier transports from the Samson dock to the specified Ship- to-Address. The commercial driver only prepares the equipment for unloading. It is the customer's sole responsibility to uncrate and unload the equipment. Other than the initial quote for freight there are no other charges or costs.

Lift-gate Service (Available for certain pieces of equipment) Freight carrier is requested to employ mechanical unloading devices, including hydraulic lowering devices to deliver the equipment off the trailer. The driver is responsible only for getting the equipment to the ground. This is an additional service that must be requested by the customer. This cost will be determined during the initial quote process.

Inside Delivery At the customer's request and as the carrier's operating conditions permit, the carrier may move equipment to positions beyond the adjacent truck unloading position. Driver moves equipment inside building door only, so long as no stairs or other obstacles exist. This cost will be determined during the initial quote process.

Supervised Installation Samson will provide one individual to supervise the proper installation of equipment. The customer is responsible for unloading and the placement of equipment. The customer must provide the required tools for assembly. This cost will be based upon the facility layout and determined during the initial quote process.

Full Installation Samson will provide the necessary number of personnel to accomplish the full installation of equipment. Customer will provide an individual to allow Samson access into facility and to oversee the installment. This cost will be based upon the facility layout and determined during the initial quote process.

Turn Key Service The commercial carrier may provide this service which includes the following: lift-gate to unload, unpackage, place equipment for use with partial or full assembly and removal of dunnage from site. If requested, this cost will be determined during the initial quote process.

\*Note. For insurance purposes Samson cannot drill into walls or floors to install equipment.

55



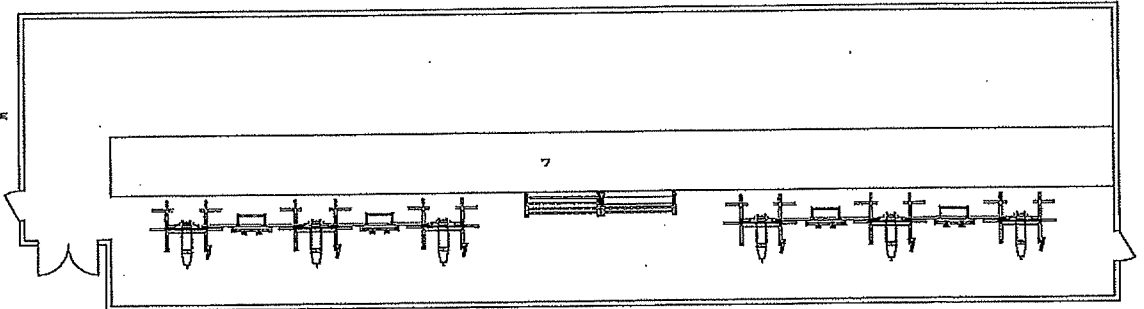
FED. TAX ID # 85-0404440


Company Address Samson Equipment, Inc.  
P.O. Box 353  
Fairacres, New Mexico 88033  
United States  
Phone 1-800-4-SAMSON  
Fax (575) 523-2100

#2



- 1 SAMSON HALF RACK
- 2 COMBO BENCH-VERTICAL STORAGE
- 3 LINKING SYSTEM / TRX / CHIN-UP
- 4 TRIPLE TIER DUMBBELL RACK
- 5 DOUBLE TIER DUMBBELL/KB STORAGE
- 6 LANDMINE ATTACHMENTS
- 7 TURF AREA



DRAWING: 2	PROJECT TITLE:	 <b>SAMSON EQUIPMENT</b> MADE IN AMERICA
DATE: 6/11/2019	<b>RED OAK HIGH SCHOOL</b> RED OAK, IA	
PREPARED BY: SAMSON EQUIPMENT 1-800-4-SAMSON SAMSONEQUIPMENT.COM		
PREPARED FOR: NATHAN FERRICH PRINCIPAL		

56





FED. TAX ID # 85-0404440

Company Address Samson Equipment, Inc.  
 P.O. Box 353  
 Fairacres, New Mexico 88033  
 United States  
 Phone 1-800-4-SAMSON  
 Fax (575) 523-2100

*W.A. Room  
 Floor #1*

ID Number 00004688  
 Created Date 6/19/2019  
 Expiration Date 7/17/2019

Prepared By Brian Schroeder  
 Email brian@samsonequipment.com

Bill To Name Red Oak High School Ship To Name Red Oak High School  
 Bill To Red Oak, Iowa Ship To United States  
 United States

Product Code	Product	Line Item Description	Quantity	Sales Price	Total Price
ECORE	ECORE Flooring	Beast Black 2800 SF; Turf 612 SF; 10 Pails of Glue; 7-Reducers, Freight, Minor Prep and Install Included.	1.00	\$35,258.00	\$35,258.00
PD-4	Prepayment Discount / Applicable with Balance Due in full Net 0, No Deposit required.		1.00	(\$353.00)	(\$353.00)

Subtotal \$34,905.00

Grand Total \$34,905.00

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A SERVICE CHARGE OF 1.5% PER MONTH WILL BE APPLIED TO ALL PAST DUE INVOICES

57



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United States

Phone 1-800-4-SAMSON

Fax (575) 523-2100

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Supervised Installation Samson will provide one individual to supervise the proper installation of equipment. The customer is responsible for unloading and the placement of equipment. The customer must provide the required tools for assembly. This cost will be based upon the facility layout and determined during the initial quote process.

Full Installation Samson will provide the necessary number of personnel to accomplish the full installation of equipment. Customer will provide an individual to allow Samson access into facility and to oversee the installment. This cost will be based upon the facility layout and determined during the initial quote process.

Turn Key Service The commercial carrier may provide this service which includes the following: lift-gate to unload, unpackage, place equipment for use with partial or full assembly and removal of dunnage from site. If requested, this cost will be determined during the initial quote process.

\*Note. For insurance purposes Samson cannot drill into walls or floors to install equipment.



Sports Flooring Proposal #4

*Wt Room Floor #2*

June 18, 2019

Customer: Red Oak Community Schools

This is the flooring for the new weight room +/- 29'0" x 110'0" to be completed in Summer 2019.

**Synthetic Turf - SportTurf AT740 Velocity delivered and installed**

Velocity is a polyethylene/polypropylene blend with 3/4" pile height turf with 5mm urethane backing designed for sports facilities. One roll at 12' x 55' split into 2 rolls to cover 6' x 110'. Field Green color. We will cut off all scrim and square off all edges. Installed with Turf Claw adhesive. Includes delivery to jobsite. Turf shall be installed at the edge of a full tile.

**Weight Room - Amorim 1/2" (12.8mm) Rolled Rubber Flooring delivered and installed**

Amorim SportRoll rolled rubber flooring from and manufactured in Trevor, Wisconsin. Choice of #495-10% Orange, #425-10% Gray, or #405 Solid Black. Seam layout to be determined. Includes Amorim polyurethane adhesive.

This proposal includes one ADA ramp at hallway door, two aluminum doorway thresholds to exterior doors, and black sanitary wall base. This does not include any transition strips around turf area.

**Installation**

Lead time is 4 weeks to get all materials. Please allow 5 days for complete installation. Exact installation date to be determined in August or September 2019. Room shall be completely clear of all equipment and swept clean before our installation begins.

**Freight**

Included on all products to Red Oak, IA. Customer / General Contractor to help unload. The 110' rolls will weigh 1,200 pounds each but will fit through a 36" door.

**TAX EXEMPT PROJECT TOTAL**

**\$ 26,990.00**

*Twenty six thousand nine hundred ninety dollars*

**THIS PROPOSAL IS VALID UNTIL AUGUST 15, 2019.**

Prepared by: Bryan Jansen, owner  
bryan@sportconstruction.com

Date: June 18, 2019

Accepted by: \_\_\_\_\_  
Red Oak Community Schools

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

PO Number: \_\_\_\_\_

Amount: \_\_\_\_\_

Approval of layout #: \_\_\_\_\_

Rubber color number: \_\_\_\_\_

Requested installation week: \_\_\_\_\_

**Second Amendment to the School Beyond School Contract**

This Amendment to Contract Number DCAT1-19-100 is effective as of July 1, 2019, between the Iowa Department of Human Services (Agency) and Red Oak Community School District (Contractor).

**Section 1: Amendment to Contract Language**

The Contract is amended as follows:

**Revision 1. Section 1.3.4.1, Pricing.** The maximum amount the Contractor will be compensated is hereby amended to \$35,000.00 for the entire term of the Contract.

**Revision 2. Section 1.3.4.1, Payment Table.** Contract payments are amended as follows:

<u>Payment Table</u>	
<u>Contract Duration</u>	<u>Amount Not to Exceed</u>
08/01/18 - 06/30/19	\$15,000.00
07/01/19 - 06/30/20	\$10,000.00
07/01/20 - 06/30/21	\$10,000.00

**Note:** continued payment for any contract extension years is contingent upon extension of the Contract.

**Section 2: Ratification & Authorization**

Except as expressly amended and supplemented herein, the Contract shall remain in full force and effect, and the parties hereby ratify and confirm the terms and conditions thereof. Each party to this Amendment represents and warrants to the other that it has the right, power, and authority to enter into and perform its obligations under this Amendment, and it has taken all requisite actions (corporate, statutory, or otherwise) to approve execution, delivery and performance of this Amendment, and that this Amendment constitutes a legal, valid, and binding obligation.

**Section 3: Execution**

**IN WITNESS WHEREOF**, in consideration of the mutual covenants set forth above and for other good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the parties have entered into the above Amendment and have caused their duly authorized representatives to execute this Amendment.

<b>Contractor, Red Oak Community School District</b>		<b>Agency, Iowa Department of Human Services</b>	
Signature of Authorized Representative:	Date:	Signature of Authorized Representative:	Date:
Printed Name:		Printed Name: Tom Bouska	
Title:		Title: SAM	

600

## CONTRACT DECLARATIONS AND EXECUTION

**Intergovernmental Contract:** Non-State Agency

<b>RFP or Informal Solicitation #</b>	<b>Contract #</b>
Informal Solicitation # B4F2020	DCAT1-20-017

<b>Title of Contract</b>
YES Mentoring Program

This Contract must be signed by all parties before the Contractor provides any Deliverables. The Agency is not obligated to make payment for any Deliverables provided by or on behalf of the Contractor before the Contract is signed by all parties. This Contract is entered into by the following parties:

<b>Agency of the State (hereafter "Agency")</b>	
<b>Name/Principal Address of Agency:</b> Iowa Department of Human Services 1305 E. Walnut Des Moines, IA 50319-0114	<b>Agency Billing Contact Name / Address:</b> Michelle Wodtke Franks 712 S Highway St PO Box 189 Oakland IA 51560 <b>Phone:</b> (712) 482-3029
<b>Agency Contract Manager (hereafter "Contract Manager") / Address ("Notice Address"):</b> Melissa Nation 417 E Kanesville Blvd Council Bluffs IA 51503 <b>E-Mail:</b> mnation@dhs.state.ia.us	<b>Agency Contract Owner (hereafter "Contract Owner") / Address:</b> Tom Bouska 417 E Kanesville Blvd Council Bluffs, IA 51503 <b>E-Mail:</b> tbouska@dhs.state.ia.us
<b>Phone:</b> 712-328-4855	
<b>Contractor: (hereafter "Contractor")</b>	
<b>Legal Name:</b> Red Oak Community School District	<b>Contractor's Principal Address:</b> 900 Inman Drive Red Oak, IA 51566
<b>Tax ID #:</b> 42603840	<b>Organized under the laws of:</b> Iowa
<b>Contractor's Contract Manager Name/Address ("Notice Address"):</b> Peggy Craig 900 Inman Drive Red Oak, IA 51566 <b>Phone:</b> (712) 623-6635	<b>Contractor's Billing Contact Name/Address:</b> Peggy Craig 900 Inman Drive Red Oak, IA 51566 <b>Phone:</b> (712) 623-6635
<b>E-Mail:</b> craigp@roschools.com	

<b>Contract Information</b>	
<b>Start Date:</b> 07/01/19	<b>End Date of Base Term of Contract:</b> 06/30/20
<b>Possible Extension(s):</b> The Agency shall have the option to extend this Contract up to 3 additional 1-year extensions.	
<b>Contractor a Business Associate?</b> No	<b>Contractor subject to Iowa Code Chapter 8F?</b> No
<b>Contract Include Sharing SSA Data?</b> No	<b>Contractor a Qualified Service Organization?</b> No
<b>Contract Warranty Period (hereafter "Warranty Period"):</b> The term of this Contract, including any extensions.	<b>Contract Contingent on Approval of Another Agency:</b> No
<b>Security &amp; Privacy Office Data Confirmation Number:</b> N/A	
<b>Contract Payments include Federal Funds?</b> No	

**Contract Execution**

This Contract consists of this Contract Declarations and Execution Section, the attached Certifications (if any), Special Terms, General Terms for Services Contracts, and all Special Contract Attachments. In consideration of the mutual covenants in this Contract and for other good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the parties have entered into this Contract and have caused their duly authorized representatives to execute this Contract.

<b>Contractor, Red Oak Community School District</b>		<b>Agency, Iowa Department of Human Services</b>	
Signature of Authorized Representative:	Date:	Signature of Authorized Representative:	Date:
Printed Name:		Printed Name: Tom Bouska	
Title: School Board President		Title: SAM	

62

## SERVICE AGREEMENT

Service Agreement made this 24th day of June, 2019, between Street Smarts, L.L.C.  
(hereinafter "Street Smarts") and Red Oak Community School District (hereinafter "ROCSO").

### WITNESSETH:

WHEREAS, Street Smarts is engaged in the business of driver education instruction;  
and

WHEREAS, ROCSO is seeking the services of an entity to provide Qualified Driver  
Education Instruction to its students; and

WHEREAS, Street Smarts and ROCSO desire to enter into a Service Agreement on the  
terms and conditions hereinafter set forth.

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

1. Obligation. The parties shall have the following obligations under this Agreement:
  - a. ROCSO Obligations:
    1. ROCSO shall make available to Street Smarts, during school hours, non-school hours and during the summer, a classroom, a TV and a VCR or DVD and marker board for driver education classes.
    2. ROCSO shall make available suitable advertising and promotional venues for Street Smarts to promote its driver education program to the students.
    3. ROCSO will be responsible for payment of all Free Student(s) Fee and \$190.00 of the Reduced Student(s) Fee related to the driver education course.
  - b. Street Smarts' Obligations.
    1. Street Smarts shall provide qualified driver education instruction (Instruction) for such students enrolled at ROCSO as elect to enroll in course of Instruction. Qualified Driver Education Instruction means a course of instruction necessary to enable students to obtain an Iowa driver's license if the students successfully pass the course of instruction and the driver's test administered by the State of Iowa.
    2. Street Smarts shall provide the necessary instructors and vehicles for such Instruction.
    3. Instruction can take place outside or during normal school hours, and at times mutually agreed upon by both parties.
    4. Street Smarts shall provide instructors who are properly licensed or certified, who will comply with reasonable rules established by ROCSO for proper decorum in the classroom and who will not behave in a manner detrimental to the health, safety and spiritual well-being of the students.

5. Street Smarts will be responsible for collection all fees related to the driver education course.

2. Term. The duration of this contract shall be August 1, 2019 to July 31st, 2022, Street Smarts shall be obligated to provide the class necessary to meet the demands of students wishing to receive instruction.

3. Compensation. Street Smarts shall be compensated on a per student basis. ROCSD Schools shall assist the Street Smarts driving course by publishing notice and/or advertisements in the school newspaper and/or publications, and as otherwise agreed to by and between the parties. Street Smarts will be obligated in the collection of the fees due from students and ROCSD Schools.

<b>Year</b>	<b>3-Year Contract</b>	
	<b>Student Fee</b>	
2019-20	380.00	
2020-21	380.00	
2021-22	380.00	

Changes that could affect pricing:

a. Should the prices of fuel rise above \$3.25 per gallon and continue in the future, the Student fee and Free/Reduced fee is subject to change. This change would be presented to NCSD schools for consideration and approval before implementation.

b. The State of Iowa is *tentatively* planning on formulating a statewide driver education curriculum. This new curriculum would increase the classroom hours from 30 to 40 hours and add four hours of driving behind the wheel with a certified instructor for a total of 10 hours. This increase of 14 additional mandated hours would cause the cost of driver education to rise. If these changes take place, the Student fee and Free/Reduced fee are subject to change. This will be presented to ROCSD schools for consideration and approval before implementation

c. In the event that a student driver 1) does not bring their valid instruction permit to a drive time, or 2) fails to show up for a scheduled drive time with no prior notice to the instructor or Street Smarts, the student will be charged \$25 for the missed drive time to compensate the instructor(s) of Street Smarts for their time. A student driver who gives advance notice for not being able to meet at their scheduled time due to illness or exigent circumstances (family emergencies and situations that arise out of the student control) will not be charged the \$25 fee for the missed drive time.

4. Termination. Either party, without cause, upon ninety (90) days, written notice, may

64



terminate this agreement.

This agreement may be terminated by either party upon a material breach by the other party subject to the following requirement: In the event of a material breach by one party, the non-breaching party shall be obligated to give the breaching party fifteen (15) days prior notice of such breach and no breach shall be deemed to have occurred hereunder if the breaching party cures the same within said fifteen (15) day period. Upon a second material breach by a party, the non-breaching party may terminate at will.

5. Notices. Any notice required or permitted hereunder shall be sent by registered or certified mail, postage prepaid, to the respective parties hereto at the addresses set forth below, or to such other addresses, or in care of such other person, as any party shall designate as its address for such notices by due notice hereunder:

If to Street Smarts:

Street Smarts, LLC  
Attn: Daniel J. McElroy  
PO Box 71658  
Clive, Iowa 50325

If to ROCSD:

Red Oak Community School District  
1901 N. Broadway St. Ste A  
Red Oak, Iowa 51566

6. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Iowa.
7. Waiver of Breach. The waiver by either party of a breach of any provision of this Agreement by the other party shall not operate or be construed as a waiver of any subsequent breach or violation thereof.
8. Assignment. This Agreement shall not be assignable by either party without the other party's written permission.
9. Entire Agreement. This writing represents the entire Agreement and understanding of the parties with respect to the subject matter hereof and supersedes all prior agreements and understandings of the parties in connection therewith; it may not be altered or amended except by an agreement in writing.
10. Binding Effect. Subject as aforesaid, this Agreement shall be binding upon and inure to

the benefit of the parties hereto and their representatives, heirs, executors, administrators, personal representatives, successors and assigns. If any provision of this Agreement shall be or become illegal or unenforceable, in whole or in part for any reason whatsoever, the remaining provisions shall nevertheless be deemed valid and binding.

11. Indemnification. Street Smarts shall defend, indemnify and hold ROCSD harmless from and against any and all liabilities, losses, damages, claims and expenses, including reasonable attorney's fees, arising in connection with or resulting from any claim made against ROCSD (a) by ROCSD students in connection with the participation of students in the instruction or (b) by Street Smarts' employees and agents in connection with the performance of those employees' and agents' duties pursuant to this Agreement or (c) by any other person in connection with activities of Street Smarts pursuant to this Agreement.
  
12. Insurance. Street Smarts agrees to obtain and keep in force during the terms of the Agreement, insurance coverage in the following amounts.  
Comprehensive General Liability insurance with a minimum limit of:
  - \$1,000,000 per occurrence for bodily injury
  - \$ 500,000 per occurrence for property damage, or
  - \$1,000,000 combined single limitsAutomobile Liability Insurance with a minimum limit of:
  - \$ 500,000 per person
  - \$1,000,000 per occurrence for bodily injury
  - \$ 250,000 per occurrence for property damage; or
  - \$1,000,000 combined single limitsWorkers Compensation Insurance as required by state law. The District shall receive a certificate of proof of insurance from Street Smarts before commences any Instruction each year.
  
13. Independent Contractor. Street Smarts is and independent Contractor and neither Street Smarts nor any of its officers, Employees or agents will be considered employees of the Norwalk Community School District.

above written.

Attest:

**Street Smarts, LLC**

By: \_\_\_\_\_  
Daniel J. McElroy

Title: \_\_\_\_\_  
President

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

Title: \_\_\_\_\_

**Red Oak Community School District**

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

Title: \_\_\_\_\_

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

Title: \_\_\_\_\_

**Stanton School District and Red Oak Community School District**  
**Inter-District Agreement for Agriculture/FFA and Industrial Technology**  
**2019-2020 School Year**

Pursuant to the provisions of Chapter 28E and Section 280.15 of the Code of Iowa, this agreement is entered into between the Red Oak Community School District and the Stanton Community School District.

In consideration of the mutual obligations expressed below, the parties agree as follows:

1. Red Oak Community School District agrees to provide the opportunity for interested students from the Stanton Community School District to participate in the Agriculture Education Program and Industrial Technology Program professional services of Mr. Alan Spencer and Ms. Tessa Mittag, certified teachers in Agriculture, and Mr. Robert Peterson, a certified teacher in Industrial Technology.
  - a. The expense of salary, FICA, IPERS, and insurance benefits will be calculated on a per pupil program cost as determined by the Business Managers of Red Community School District and Stanton Community School District.
  - b. In consideration for the above services, the Stanton School District agrees to pay Red Oak Community School District one time each semester the shared program is in effect. The student census shall be taken the 1<sup>st</sup> day of October for first semester and the 1<sup>st</sup> day of February for the second semester. Payments from the Stanton Community School District to Red Oak Community School District will be made at the end of each semester.

The terms of this contract are for one year commencing July 1, 2019 and terminating on June 30, 2020. The agreement can be terminated at the end of each semester given the Stanton Community School District provides a 30-day written notice.

\_\_\_\_\_  
President, Red Oak CSD Board of Directors

\_\_\_\_\_  
President, Stanton CSD Board of Directors

\_\_\_\_\_  
Superintendent, Red Oak CSD

\_\_\_\_\_  
Superintendent, Stanton CSD

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



Exhibit A-1

Frontline Customer Order Form

Quote#: 02820077
MSA#: MSA-001f400000S902i
06/20/2019
F: 888-492-0337

1400 Atwater Drive Malvern, PA 19355

Customer:

Red Oak Community School District
904 Broad St
Red Oak, IA 51566

End User: Red Oak Community School District

Contact: Deb Drey
Title: Director of Human Resources
Phone: (712) 623-6600
Email: dreyd@roschools.org

Order Form Details:

Pricing Expiration: 07/20/19
Account Manager: Ann Johnson

Startup Cost Billing Terms: One-Time, Invoiced after signing
Subscription Billing Terms: Annually

Pricing Overview:

Startup Cost: One-Time cost invoiced upon signing \$8,800.00
Annual Subscription: Recurring Cost \$10,098.00
(plus applicable sales tax)

Table with 4 columns: Itemized Description, Unit Price, Qty, Total. Rows include Time & Attendance, Frontline Central, and Frontline Implementation.

Amount Invoiced Upon Signing (Startup Cost): \$8,800.00 (plus applicable sales tax)

This Order Form and any software, downloads, upgrades, documentation, service packages, material, information, or services set forth herein are governed by the terms of the Master Services Agreement, software license or other agreement with Frontline (the "Agreement"). BY SIGNING BELOW OR OTHERWISE ACCESSING, VIEWING, OR USING ANY SOFTWARE, DOWNLOADS, UPGRADES, DOCUMENTATION, SERVICE PACKAGES, MATERIAL, INFORMATION, OR SERVICES SET FORTH HEREIN, CUSTOMER CERTIFIES THAT IT HAS READ AND AGREES TO THE ORDER FORM TERMS (the "Order Form Terms") ATTACHED HERETO AND THE AGREEMENT INCORPORATED HEREIN AND SHALL BE BOUND BY THE SAME.

Tax Exempt? If yes, please provide your exemption number and include a copy of your exemption certificate.

Tax Exempt Number:

69



Exhibit A-1

Frontline Customer Order Form

Quote#: 02820077

MSA#: MSA-001f400000S902i

06/20/2019

F: 888-492-0337

1400 Atwater Drive Malvern, PA 19355

**Special Instructions and Additional Terms:**

**PO Status:** Purchase order to follow

**PO #:**

If a Purchase Order is required, Customer shall submit the PO to Frontline within ten (10) business days of signing this Order Form by emailing it to [billing@frontlineed.com](mailto:billing@frontlineed.com), otherwise a PO shall not be required for payment.

Customer has one year from date of Customer's signature of this Order to utilize any Professional Services described in this Order. The Professional Services expire thereafter with no credit or refund due to Customer.



Exhibit A-1

Frontline Customer Order Form

Quote#: 02820077

MSA#: MSA-001f400000S902i

06/20/2019

F: 888-492-0337

1400 Atwater Drive Malvern, PA 19355

Please Email or Fax ALL PAGES of the signed order form to:  
ajohnson@frontlineed.com or 888.492.0337

**MASTER SERVICES AGREEMENT**

This Master Services Agreement is made effective as of the date of the signature below (the “Effective Date”) by and between Frontline Technologies Group LLC dba Frontline Education, with an address at 1400 Atwater Drive, Malvern, PA 19355 (“Frontline”), and the customer identified below (“Customer”). Frontline and Customer are sometimes referred to herein, individually, as a “Party” and, collectively, the “Parties.”

By signing below, the Parties agree to be legally bound by the Terms and Conditions contained herein (the “Terms and Conditions”), including any exhibits, Order Form(s), Order Form Terms and Statements of Work (collectively, the “Agreement”). To place orders subject to this Agreement, at least one Order Form (as defined below) must be incorporated into this Agreement. This Agreement constitutes the complete and exclusive statement of the agreement between the Parties with respect to the Software and the Services set forth herein and any other software, products or other services provided by Frontline or any of its affiliates or predecessors prior to the Effective Date. For the avoidance of doubt, this Agreement supersedes any and all prior oral or written communications, proposals, RFPs, contracts, and agreements (including all prior license and similar agreements) and the Parties hereby terminate any such agreements. In the event of a conflict between the provisions of the Terms and Conditions and the provisions of any Statement of Work or any Order Form or any Order Form Terms and Conditions, the provisions of the Statement of Work or Order Form or Order Form Terms and Conditions, as applicable, shall govern, but only with respect to the services forth in the Statement of Work or that particular Order Form.

<b>Frontline Technologies Group LLC dba Frontline Education</b>	<b>Red Oak Community School District</b>
Signature: _____	Signature: _____
Name: _____	Name: _____
Title: _____	Title: _____
Address: _____ _____	Address: _____ _____
Email: _____	Email: _____
Date: _____	Date: _____

**Attached:**     *Terms and Conditions*  
                      *Exhibit A: Executed Order Forms*



MASTER SERVICES AGREEMENT

TERMS AND CONDITIONS

1. Software and Services

- 1.1. Software. Subject to the terms and conditions set forth in this Agreement (including any Order Forms, Order Form Terms and Conditions and/or Statement of Work, Frontline hereby grants Customer a non-exclusive, non-transferable license to use the software identified on any Order Form ("Software") and the technical manuals, instructions, user information, training materials, and other documentation that accompany the Software and contain its technical specifications, as may be amended from time to time ("Documentation") solely for internal use by its then-current employees, contractors, agents, representatives and other end users authorized to use the Software on Customer's behalf (collectively, "Authorized Users" or "End Users") in the ordinary course of Customer's business. Frontline shall provide any professional or other services set forth in an Order Form ("Services"). All rights, title and interest to the Software and any work product, deliverables or other materials provided by Frontline ("Work Product") are expressly reserved and retained by Frontline or its licensors, including any program or other application that is designed to integrate and be used with the Software, whether or not developed independently by Frontline, and all improvements, modifications and intellectual property rights therein. Customer shall not, and Customer shall require any Authorized Users to not (a) transfer, assign, export, or sublicense the Software or Work Product except as specifically set forth herein, or its license rights thereto, to any other person, organization or entity, including through rental, timesharing, service bureau, subscription, hosting, or outsourcing the Software (whether or not such sublicense, hosting or outsourcing is by Customer or for Customer); (b) attempt to create any derivative version thereof; (c) remove or modify any marking or notice on or displayed through the Software, Work Product or Documentation, including those related to Frontline's or its licensors' proprietary rights in and to the Software, Work Product or Documentation, as applicable; or (d) de-compile, decrypt, reverse engineer, disassemble, or otherwise reduce same to human-readable form. Without limiting the foregoing, Customer may not sublicense, outsource or otherwise grant access to the Software to any third party vendor without Frontline's prior written consent, including any third party host of the Software for Customer. Frontline shall have the right (but not the obligation) to monitor Customer's and its Authorized Users' use of the Software to confirm Customer's and its Authorized Users' compliance with the terms of this Agreement.
- 1.2. Authorized Users. The total number of Authorized Users will be limited to the numerical or category limitations set forth in an Order Form, if any. Customer acknowledges and agrees that, depending on the specific Software provided by Frontline to Customer and/or the category of Authorized User, Authorized Users may have different access and usage rights to the Software. Customer shall ensure that Authorized Users comply with the terms and conditions of this Agreement with respect to access and use of the Software and any acts or omissions of such Authorized Users with respect to the same will be deemed acts or omissions of Customer for which Customer will be responsible on a joint and several basis. Customer is solely responsible for approving and provisioning any and all usernames and passwords assigned to or adopted by Customer's Authorized Users in connection with use of the Software. Customer is responsible for all activities that occur as a result of the use of such usernames and passwords. Customer will notify Frontline promptly of any unauthorized use of such usernames and passwords or any other breach of security known to Customer.
- 1.3. Order Forms. Customer may place orders for the Software and Services by entering into a mutually agreed Order Form, which shall become a part of this Agreement and be attached hereto as Exhibit A. No other document shall be required to effect a legally binding purchase under this Agreement. Any preprinted or other terms contained on Customer's purchase order or otherwise shall be inapplicable to this Agreement. Unless an Order Form states otherwise, each Order Form is independent of each other Order Form (but each Order Form is a part of and integral to this Agreement).
- 1.4. Software Administrator; Maintenance Windows. At all times, Customer must have an employee who has obtained the Software administrator certification training from Frontline and who is certified by Frontline as a Software administrator ("Software Administrator"). If the Software Administrator ceases to serve as such, Customer shall promptly provide written notice to Frontline and have another employee obtain Frontline Software administrator certification and be designated as a Software Administrator, at Customer's expense. Frontline shall provide Customer with assistance regarding the use of the Software during Frontline's normal business hours (EST), Monday through Friday. Such assistance shall be provided only to Customer's Software Administrator. Frontline may perform system maintenance and/or software updates periodically upon advanced notice to Customer. However, due to extenuating circumstances, Frontline may, at times, need to perform maintenance without the ability to provide advance notice.
- 1.5. Customer Content. The Software and Services may enable Customer and its Authorized Users to provide, upload, link to, transmit, display, store, process and otherwise use text, files, images, graphics, illustrations, information, data (including Personal Data as that term is defined in applicable laws), audio, video, photographs and other content and material in any format (collectively, "Customer Content") in connection with the Software and Services. Customer hereby grants to Frontline a non-exclusive, royalty-free license to reproduce, display, distribute, modify, prepare derivative works of and otherwise use the Customer Content for the purpose of providing the Software and otherwise performing its obligations and exercising its rights under this Agreement. Customer shall have the sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness and ownership of all of the Customer Content. Frontline will act as a data processor, and will act on Customer's instruction concerning the treatment of Personal Data provided in connection with the Software and Services, as specified in the Order Form. Customer shall provide any notices and obtain any consents (including consent of any parent or guardian for any minor) related to Customer's use of the Software and receipt of the Services and Frontline's provision of the Software and Services, including those related to the collection, use, processing, transfer and disclosure of Personal Data. Customer acknowledges and agrees that it must properly enter data, information and other Customer Content and configure settings within the Software in order for the Software to operate properly. Customer shall verify the accuracy of any of the Customer Content, forms, workflow and configuration settings entered on the Software. Frontline shall not have any liability arising from the inaccuracy of scoring, completeness, use of or reliance on the information contained in the extract of data from any Software or Services under this Agreement. Customer assumes the sole responsibility for the selection of the Software and Services to achieve Customer's intended results, the use of the Software and Services, and the results attained from such selection and use. Customer represents and warrants that it is the owner of the Customer Content, or has obtained permission for such use from the owner of the Customer Content, including evaluation frameworks and/or rubrics uploaded into the Software. As to any content or data made available to Frontline, Customer represents that it has notified and obtained

# Frontline Technologies Group LLC dba Frontline Education

MSAMSA-001f400000S902i

consent from all necessary persons (including parents, students, teachers, interns, aides, principals, other administrative personnel, and classroom visitors), and has taken all other actions that may be necessary to ensure that use of the products, services, or related materials provided or produced hereunder complies with all applicable laws and regulations as well as school or district policies.

- 1.6. **Integration.** Customer may, at Customer's discretion and with or without Frontline's assistance, integrate or otherwise use the Software in connection with third party courseware, training, and other information and materials of third parties ("Third Party Materials") and Frontline may make certain Third Party Materials available in connection with the Software and Services. Customer acknowledges and agrees that (a) Frontline is authorized to provide the Customer Content to a specified third party or permit such third party to have access to the Customer Content in connection with Third Party Materials; and (b) Frontline does not control and is not responsible for, does not warrant, support, or make any representations regarding (i) Third Party Materials (ii) the Customer Content provided in connection with such Third Party Materials, including a third party's storage, use or misuse of the Customer Content; or (iii) Customer's uninterrupted access to Third Party Materials. Customer understands that the use of the Software may involve the transmission of the Customer Content over the Internet and over various networks, only part of which may be owned or operated by Frontline, and that Frontline takes no responsibility for data that is lost, altered, intercepted, or stored without Customer's authorization during the transmission of any data whatsoever across networks whether or not owned or operated by Frontline. If Customer engages Frontline to assist in Customer's integration or use of the Software with Third Party Materials, you authorize Frontline to access and use such Third Party Materials in connection with such assistance and you represent and warrant that you have the rights necessary to grant such authorization. Customer agrees to be bound by the terms, conditions and restrictions of the applicable third party license agreement with respect to such Third Party Materials.
- 1.7. **Hosting.** The Software will be hosted by an authorized subcontractor (the "Hosting Service Provider") that has been engaged by Frontline and shall only be accessed by Customer on websites, using Customer's computers. As part of the Services, the Hosting Service Provider shall be responsible for maintaining a backup of the Customer Content. The Hosting Service Provider is an independent third party not controlled by the Frontline. Accordingly, IN NO EVENT WILL FRONTLINE BE LIABLE FOR ANY DIRECT, GENERAL, SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING BUT NOT LIMITED TO LOSS OR DAMAGE TO DATA, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF INFORMATION OR ANY OTHER PECUNIARY LOSS) ARISING OUT OF THE USE OF OR INABILITY TO USE THE SOFTWARE, DUE TO PROBLEMS (INCLUDING BUT NOT LIMITED TO ERRORS, MALFUNCTIONS) ASSOCIATED WITH THE FUNCTIONS OF SERVERS MAINTAINED BY THE HOSTING SERVICE PROVIDER, EVEN IF FRONTLINE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- 1.8. **Customer Responsibilities.** Customer understands and agrees that (a) Customer shall have sole responsibility for administering access security (e.g. the granting of rights to Customer's users); (b) Customer shall review any calculations made by using the Services and satisfy Customer that those calculations are correct; and (c) if Customer uses the Services for reimbursement or payment from Medicaid and other government agencies, Frontline shall have no responsibility, and Customer shall have sole responsibility, to submit information and claims for such reimbursement or payment. Frontline does not warrant that the Services, or the results derived there from, will meet Customer's requirements, or that the operation of the Services will be uninterrupted or error-free. Customer is solely responsible for obtaining and maintaining, at its own expense, all hardware, software and services needed to use the Software, including any and all servers, computers, and Internet access services. In connection with the performance of the Services, Customer shall provide Frontline's personnel with all such cooperation and assistance as they may reasonably request, or otherwise may reasonably be required, to enable Frontline to perform its obligations (including the provision of the Services), and exercise its rights, under and in accordance with the terms and conditions of this Agreement.
2. **Invoicing and Payment.** All fees and charges will be set forth in the applicable Order Form(s). The Startup Cost set forth on the first page of an Order Form will be invoiced to Customer by Frontline upon execution of the applicable Order Form. Startup Costs are priced with the assumption that implementation will be completed within 120 days after signing. Frontline reserves the right to charge Customers additional service fees for added project costs due to Customer-caused delays occurring after the 120 day implementation period. The Annual Subscription will be invoiced to Customer by Frontline based on the Subscription Start Date (as set forth in the Order Form) unless otherwise stated on the front of an Order Form. The Subscription Start Date shall be defined as thirty (30) days after Customer's signature of an applicable Order Form. Except as otherwise provided, Frontline shall invoice Customer in US Dollars and Customer shall pay all fees, charges, and expenses within thirty days of the date of an invoice via check or ACH. Without prejudice to its other rights and remedies, if Frontline does not receive any payment by its due date, Frontline may assess a late payment charge on the unpaid amount at the rate of 1.5% per month or, if less, the highest rate allowed under applicable law. Frontline reserves the right to increase any of the fees once annually during any Renewal Term by providing at least thirty (30) days advance notice to Customer. All charges under this Agreement are exclusive of, and Customer is solely responsible for, any applicable taxes, duties, fees, and other assessments of whatever nature imposed by governmental authorities. Without limiting the foregoing, Customer shall promptly pay to Frontline any amounts actually paid or required to be collected or paid by Frontline pursuant to any statute, ordinance, rule or regulation of any legally constituted taxing authority. If the Customer claims tax exempt status or the right to remit taxes directly, the tax exempt number must be entered on the first page of any applicable Order Form and the Customer shall indemnify and hold Frontline harmless for any loss occasioned by its failure to pay any tax when due. If for any reason Frontline's personnel travel to Customer's facility or otherwise in connection with the Software or Services under this Agreement, Customer shall be responsible for the reasonable costs of transportation, lodging, meals and the like for Frontline's personnel-.
3. **Warranties and Disclaimers.**
  - 3.1. **Mutual.** Each Party represents and warrants that the Party's execution, delivery, and performance of this Agreement (a) have been authorized by all necessary action of the governing body of the Party; (b) do not violate the terms of any law, regulation, or court order to which such Party is subject or the terms of any agreement to which the Party or any of its assets may be subject; and (c) are not subject to the consent or approval of any third party. Customer represents and warrants on behalf of itself and any of its Authorized Users that it has the full legal right to provide the Customer Content and that the Customer Content will not (a) infringe any intellectual property rights of any person or entity or any rights of publicity, personality, or privacy of any person or entity, including as a result of failure to obtain consent to provide Personal Data or otherwise private information about a person; (b) violate any law, statute, ordinance, regulation, or agreement, including school or district policies; or (c) constitute disclosure of any confidential information owned by any third party.

# Frontline Technologies Group LLC dba Frontline Education

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- 3.2. **Software Warranties.** Frontline represents and warrants that (a) the Software will perform substantially in accordance with the specifications set forth in the then-current Documentation and (b) the Services will be performed in a professional and workmanlike manner. The foregoing warranty will not apply (i) if Customer is in default or breach of any of its obligations under this Agreement, or (ii) to any non-conformance of the Software, Work Product or Services due to (A) Customer's failure to permit the installation/implementation of any update, upgrade or release provided by Frontline, (B) Customer's negligence, abuse, misapplication or misuse of the Software (including Customer's failure to operate the Software in accordance with Documentation), or (C) Customer's use or operation of the Software in or with any technology (including any software, hardware, firmware, system or network) not approved in writing by Frontline. In the event of a non-conformance of the Software, Work Product or Services, reported to and verified by Frontline, Frontline will make commercially reasonable efforts to correct such non-conformance. Customer's sole remedy is limited to the replacement, repair, or refund, at Frontline's option, of defective Software or Work Product or re-performance of the Services. Notwithstanding the foregoing, any Third Party Materials shall be subject only to such third party terms and any warranties therein.
- 3.3. **Disclaimers.** EXCEPT AS EXPRESSLY PROVIDED HEREIN, FRONTLINE AND ITS LICENSORS EXPRESSLY DISCLAIM ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, AS TO ANY ASPECT OF THE SOFTWARE, WORK PRODUCT, SERVICES, OR OTHER PRODUCTS INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. FRONTLINE AND ITS LICENSORS DO NOT WARRANT THAT THE SOFTWARE, WORK PRODUCT, SERVICES, OR OTHER PRODUCTS WILL BE UNINTERRUPTED, OR ERROR-FREE; NOR DO THEY MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SOFTWARE, WORK PRODUCT, SERVICES, OR OTHER PRODUCTS.
4. **Confidential Information; Privacy.**
- 4.1. **Confidential Information.** During the term of this Agreement and for two (2) years thereafter, each Party will use the same degree of care to protect the other Party's Confidential Information as it uses to protect its own confidential information of like nature, but in no circumstances less than reasonable care. "Confidential Information" means any information that is marked or otherwise indicated as confidential or proprietary, in the case of written materials, or, in the case of information that is disclosed orally or written materials that are not marked, by notifying the other Party of the proprietary and confidential nature of the information, such notification to be done orally, by email or written correspondence, or via other means of communication as might be appropriate. Notwithstanding the foregoing, (a) Confidential Information of Frontline shall include the Software and the terms of this Agreement and (b) Confidential Information of Customer shall include Personal Data regarding Customer's users provided in connection with the Software and Services. Confidential Information does not include information which (a) was known to the receiving Party or in the public domain before disclosure; (b) becomes part of the public domain after disclosure by a publication or other means except by a breach of this Agreement by the receiving Party; (c) was received from a third party under no duty or obligation of confidentiality to the disclosing Party; or (d) was independently developed by the receiving Party without reference to Confidential Information. Aggregated data that does not contain personally identifiable information regarding Customer's users provided in connection with the Software and Services will be Confidential Information and property of Frontline. The receiving Party will not be liable for disclosures of Confidential Information that are required to be disclosed by law or legal process, so long as the recipient notifies the disclosing Party, provides it with an opportunity to object and uses reasonable efforts (at the expense of the disclosing Party) to cooperate with the disclosing Party in limiting disclosure.
- 4.2. **Privacy.** Frontline understands that its performance of the Services may involve the disclosure of student personally identifiable information ("Student PII") (as defined in the Family Education Rights and Privacy Act, 20 U.S.C. § 1232g; 34 C.F.R. Part 99) ("FERPA") by the Customer to Frontline. Frontline agrees that it will not use or re-disclose Student PII except in compliance with and all applicable state and federal laws, including FERPA. Customer acknowledges that Frontline is a "school official" with a legitimate educational interest in receiving Student PII under FERPA and Frontline agrees that it will comply with the requirements of 34 C.F.R. § 99.33 regarding its use and re-disclosure of Student PII.
- 4.3. **Data Security.** Frontline will utilize commercially reasonable administrative, technical, and physical measures designed to maintain the confidentiality and security of Confidential Information and Student PII submitted by Customer. Customer understands and agrees that no security measures can be 100% effective or error-free and understands that Frontline expressly disclaims (a) any warranty that these security measures will be 100% effective or error-free or (b) any liability related to the confidentiality and security measures utilized by third parties.
5. **Indemnification.** Customer shall indemnify Frontline and its officers, directors, employees, and agents and hold them harmless from all third party claims, liabilities, expenses, and losses (including attorneys' fees and expenses) arising from or related to any breach by Customer of this Agreement, including failure to obtain consent to provide Personal Data or otherwise private information about a person.
6. **Limitations of Liability.** OTHER THAN THE FEES, CHARGES AND EXPENSES PAYABLE PURSUANT HERETO, IN NO EVENT SHALL EITHER PARTY (OR IN THE CASE OF FRONTLINE, ITS LICENSORS) BE LIABLE TO THE OTHER PARTY OR ANY THIRD PARTY FOR INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, WHETHER FORESEEABLE OR UNFORESEEABLE, OF ANY KIND WHATSOEVER (INCLUDING LOST PROFITS) ARISING FROM OR RELATING TO THIS AGREEMENT OR THE USE OR NON-USE OF THE SOFTWARE, WORK PRODUCT OR SERVICES. NOTWITHSTANDING ANYTHING CONTAINED IN THIS AGREEMENT TO THE CONTRARY, IN NO EVENT SHALL FRONTLINE'S (OR ITS LICENSORS') TOTAL LIABILITY ARISING FROM OR RELATING TO THIS AGREEMENT, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE, EXCEED THE TOTAL AMOUNTS PAID TO FRONTLINE HEREUNDER DURING THE TWELVE MONTHS IMMEDIATELY PRECEDING THE EVENTS GIVING RISE TO SUCH CLAIMS. Each Party acknowledges and agrees that the warranty disclaimers and liability and remedy limitations in this Agreement are material, bargained for provisions of this Agreement and that fees and consideration payable hereunder reflects these disclaimers and limitations.
7. **Term and Termination.** The term of this Agreement will commence on the Effective Date and continue until such time that there are no valid Order Forms. The initial term of each Order Form under this Agreement shall (a) begin on the Subscription Start Date (as defined in Section 2 above) and (b) continue for one year or such longer period as provided in an Order Form (the "Order Form Initial Term") and will automatically renew for successive one-year terms thereafter, unless one Party notifies the other Party of non-renewal in writing at least sixty (60) days prior to the end of the current term of such Order Form. Customer may terminate any Order Form at any time after the Order Form Initial Term, in whole or in part, for any reason or no reason, on sixty (60) days prior written notice. Upon notice of such termination, a pro-rata portion

## Frontline Technologies Group LLC dba Frontline Education

MSAMSA-001f400000S9021

of all outstanding invoices shall become immediately due and payable. If such invoice has been paid by the Customer, Customer shall be entitled to a pro-rata credit to be applied to future Frontline services. Either Party may terminate this Agreement in the event that the other Party materially breaches this Agreement the other Party does not cure such breach within thirty (30) days after written notice of such breach. Expiration or termination of any Order Form or Statement of Work shall constitute the expiration or the termination of such Order Form or Statement of Work only and shall not affect this Agreement or any other Order Form or Statements of Work outstanding under this Agreement. Notwithstanding the foregoing, unless otherwise mutually agreed by the parties in writing, any Order Form or Statement of Work outstanding as of the date of termination or expiration of this Agreement shall remain in effect and continue to be governed by the terms of this Agreement and its own terms until such time as such Order Form or Statement of Work is completed, expires or is otherwise terminated. Upon the termination or expiration of this Agreement, the licenses granted to Customer under Section 1.1 will terminate automatically and Customer (i) shall immediately cease using the Software and Documentation and (ii) for a period of thirty (30) days, may request a copy of the Customer Content that is in Frontline's possession in the format retained by Frontline. The following provisions of this Agreement will survive expiration or termination of this Agreement Sections 3.3, 4, 5, 6, 7 and 9. Frontline may (without limitation of any other rights or remedies) suspend use of the Software in the event that (A) Customer is delinquent in payment of any amount due to Frontline under this Agreement (and has not cured such delinquency within five (5) days following written notice thereof to Customer), (B) Customer has breached any of the provisions of Section 1 of this Agreement, or (C) in Frontline's reasonable good faith determination, suspension of use of the Software is necessary to avoid or mitigate harm to the security of Frontline's or its customers' systems or data. Any such suspension will not constitute a termination of this Agreement.

**8. District Ordering.** Any other school district in the same state as Customer ("School District") may also purchase from Frontline a license to the Software and provision of the Services for the School District's own account on the same terms and conditions as are applicable to Customer under these Terms and Conditions (excluding any pricing terms and conditions). Each School District will be separately liable for payment for such Software and Services and its compliance with these Terms and Conditions, and neither Customer nor any School District will be liable for the acts, omissions or obligations of any other School District under these Terms and Conditions. Frontline will have no obligations to provide any Software or Services to a School District until such time as Frontline and such School District enter into an Order Form which references and is subject to these Terms and Conditions. By so doing, the School District agrees to be bound by these Terms and Conditions and for purposes of its order is considered "Customer" as that term is used in these Terms and Conditions. In the event that Customer and Frontline amend these Terms and Conditions (each an "Amendment"), any and all such Amendments will be enforceable against each School District that has executed an Order Form which references and is subject to these Terms and Conditions upon notice of such Amendment from Frontline unless Frontline has agreed in writing with School District that the Amendment, or specific provisions within the Amendment, do not apply to such School District.

**9. General.** Frontline and Customer are each independent contractors and neither Party shall be, nor represent itself to be, the franchiser, partner, broker, employee, servant, agent, or legal representative of the other Party for any purpose whatsoever. Customer may not sublicense, assign, or transfer this Agreement, or any rights and obligations under this Agreement, in whole or in part, without Frontline's prior written consent. Any attempted assignment in violation of this Section shall be void. This Agreement shall be binding upon, and inure to the benefit of, the permitted successors and assigns of each Party. Notwithstanding anything to the contrary in this Agreement, except for Customer's obligations to pay amounts due under this Agreement, neither Party will be deemed to be in default of any provision of this Agreement for any delay, error, failure, or interruption of performance due to any act of God, terrorism, war, strike, or other labor or civil disturbance, interruption of power service, interruption of communications services, problems with the Internet, act of any other person not under the control of such Party, or other similar cause. If the Customer requests to be added as an additional insured on any Frontline insurance policy, the limits of such policies shall be subject to the Limitations of Liability stated in Section 6 herein. This Agreement may be amended only by written agreement of the Parties, and any attempted amendment, including any handwritten changes on this Agreement in violation of this Section shall be void. The waiver or failure of either Party to exercise in any respect any right provided under this Agreement shall not be deemed a waiver of such right in the future or a waiver of any other rights established under this Agreement. This Agreement does not confer any rights or remedies upon any person other than the Parties, except Frontline's licensors. When used herein, the words "includes" and "including" and their syntactical variations shall be deemed followed by the words "without limitation." This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be the same agreement.



Exhibit A-1

Frontline Customer Order Form

Quote#: 02820075

MSA#: MSA-001f400000S902i

06/20/2019

F: 888-492-0337

1400 Atwater Drive Malvern, PA 19355

Customer:

Red Oak Community School District
904 Broad St
Red Oak, IA 51566

End User: Red Oak Community School District

Contact: Deb Drey
Title: Director of Human Resources
Phone: (712) 623-6600
Email: dreyd@roschools.org

Order Form Details:

Pricing Expiration: 07/20/19
Account Manager: Ann Johnson

Startup Cost Billing Terms: One-Time, Invoiced after signing
Subscription Billing Terms: Annually

Pricing Overview:

Startup Cost: One-Time cost invoiced upon signing \$4,600.00
Annual Subscription: Recurring Cost \$6,208.00

(plus applicable sales tax)

Table with 4 columns: Itemized Description, Unit Price, Qty, Total. Rows include Time & Attendance, unlimited usage for internal employees and Frontline Implementation.

Amount Invoiced Upon Signing (Startup Cost): \$4,600.00 (plus applicable sales tax)

This Order Form and any software, downloads, upgrades, documentation, service packages, material, information, or services set forth herein are governed by the terms of the Master Services Agreement, software license or other agreement with Frontline (the "Agreement").

Tax Exempt? If yes, please provide your exemption number and include a copy of your exemption certificate.

Tax Exempt Number:

Special Instructions and Additional Terms:

PO Status: Purchase order to follow

Please Email or Fax ALL PAGES of the signed order form to: ajohnson@frontlineed.com or 888.492.0337

77



Exhibit A-1

Frontline Customer Order Form

Quote#: 02820075

MSA#: MSA-001f400000S902i

06/20/2019

F: 888-492-0337

1400 Atwater Drive Malvern, PA 19355

PO #:

If a Purchase Order is required, Customer shall submit the PO to Frontline within ten (10) business days of signing this Order Form by emailing it to [billing@frontlineed.com](mailto:billing@frontlineed.com), otherwise a PO shall not be required for payment.

Customer has one year from date of Customer's signature of this Order to utilize any Professional Services described in this Order. The Professional Services expire thereafter with no credit or refund due to Customer.



Exhibit A-1

Frontline Customer Order Form

Quote#: 02820075

MSA#: MSA-001f400000S902i

06/20/2019

F: 888-492-0337

1400 Atwater Drive Malvern, PA 19355

**MASTER SERVICES AGREEMENT**

This Master Services Agreement is made effective as of the date of the signature below (the “Effective Date”) by and between Frontline Technologies Group LLC dba Frontline Education, with an address at 1400 Atwater Drive, Malvern, PA 19355 (“Frontline”), and the customer identified below (“Customer”). Frontline and Customer are sometimes referred to herein, individually, as a “Party” and, collectively, the “Parties.”

By signing below, the Parties agree to be legally bound by the Terms and Conditions contained herein (the “Terms and Conditions”), including any exhibits, Order Form(s), Order Form Terms and Statements of Work (collectively, the “Agreement”). To place orders subject to this Agreement, at least one Order Form (as defined below) must be incorporated into this Agreement. This Agreement constitutes the complete and exclusive statement of the agreement between the Parties with respect to the Software and the Services set forth herein and any other software, products or other services provided by Frontline or any of its affiliates or predecessors prior to the Effective Date. For the avoidance of doubt, this Agreement supersedes any and all prior oral or written communications, proposals, RFPs, contracts, and agreements (including all prior license and similar agreements) and the Parties hereby terminate any such agreements. In the event of a conflict between the provisions of the Terms and Conditions and the provisions of any Statement of Work or any Order Form or any Order Form Terms and Conditions, the provisions of the Statement of Work or Order Form or Order Form Terms and Conditions, as applicable, shall govern, but only with respect to the services forth in the Statement of Work or that particular Order Form.

<b>Frontline Technologies Group LLC dba Frontline Education</b>	<b>Red Oak Community School District</b>
Signature: _____	Signature: _____
Name: _____	Name: _____
Title: _____	Title: _____
Address: _____ _____	Address: _____ _____
Email: _____	Email: _____
Date: _____	Date: _____

**Attached:**     *Terms and Conditions*  
                      *Exhibit A: Executed Order Forms*



MASTER SERVICES AGREEMENT

TERMS AND CONDITIONS

1. Software and Services

- 1.1. Software. Subject to the terms and conditions set forth in this Agreement (including any Order Forms, Order Form Terms and Conditions and/or Statement of Work, Frontline hereby grants Customer a non-exclusive, non-transferable license to use the software identified on any Order Form (“Software”) and the technical manuals, instructions, user information, training materials, and other documentation that accompany the Software and contain its technical specifications, as may be amended from time to time (“Documentation”) solely for internal use by its then-current employees, contractors, agents, representatives and other end users authorized to use the Software on Customer’s behalf (collectively, “Authorized Users” or “End Users”) in the ordinary course of Customer’s business. Frontline shall provide any professional or other services set forth in an Order Form (“Services”). All rights, title and interest to the Software and any work product, deliverables or other materials provided by Frontline (“Work Product”) are expressly reserved and retained by Frontline or its licensors, including any program or other application that is designed to integrate and be used with the Software, whether or not developed independently by Frontline, and all improvements, modifications and intellectual property rights therein. Customer shall not, and Customer shall require any Authorized Users to not (a) transfer, assign, export, or sublicense the Software or Work Product except as specifically set forth herein, or its license rights thereto, to any other person, organization or entity, including through rental, timesharing, service bureau, subscription, hosting, or outsourcing the Software (whether or not such sublicense, hosting or outsourcing is by Customer or for Customer); (b) attempt to create any derivative version thereof; (c) remove or modify any marking or notice on or displayed through the Software, Work Product or Documentation, including those related to Frontline’s or its licensors’ proprietary rights in and to the Software, Work Product or Documentation, as applicable; or (d) de-compile, decrypt, reverse engineer, disassemble, or otherwise reduce same to human-readable form. Without limiting the foregoing, Customer may not sublicense, outsource or otherwise grant access to the Software to any third party vendor without Frontline’s prior written consent, including any third party host of the Software for Customer. Frontline shall have the right (but not the obligation) to monitor Customer’s and its Authorized Users’ use of the Software to confirm Customer’s and its Authorized Users’ compliance with the terms of this Agreement.
- 1.2. Authorized Users. The total number of Authorized Users will be limited to the numerical or category limitations set forth in an Order Form, if any. Customer acknowledges and agrees that, depending on the specific Software provided by Frontline to Customer and/or the category of Authorized User, Authorized Users may have different access and usage rights to the Software. Customer shall ensure that Authorized Users comply with the terms and conditions of this Agreement with respect to access and use of the Software and any acts or omissions of such Authorized Users with respect to the same will be deemed acts or omissions of Customer for which Customer will be responsible on a joint and several basis. Customer is solely responsible for approving and provisioning any and all usernames and passwords assigned to or adopted by Customer’s Authorized Users in connection with use of the Software. Customer is responsible for all activities that occur as a result of the use of such usernames and passwords. Customer will notify Frontline promptly of any unauthorized use of such usernames and passwords or any other breach of security known to Customer.
- 1.3. Order Forms. Customer may place orders for the Software and Services by entering into a mutually agreed Order Form, which shall become a part of this Agreement and be attached hereto as Exhibit A. No other document shall be required to effect a legally binding purchase under this Agreement. Any preprinted or other terms contained on Customer’s purchase order or otherwise shall be inapplicable to this Agreement. Unless an Order Form states otherwise, each Order Form is independent of each other Order Form (but each Order Form is a part of and integral to this Agreement).
- 1.4. Software Administrator; Maintenance Windows. At all times, Customer must have an employee who has obtained the Software administrator certification training from Frontline and who is certified by Frontline as a Software administrator (“Software Administrator”). If the Software Administrator ceases to serve as such, Customer shall promptly provide written notice to Frontline and have another employee obtain Frontline Software administrator certification and be designated as a Software Administrator, at Customer’s expense. Frontline shall provide Customer with assistance regarding the use of the Software during Frontline’s normal business hours (EST), Monday through Friday. Such assistance shall be provided only to Customer’s Software Administrator. Frontline may perform system maintenance and/or software updates periodically upon advanced notice to Customer. However, due to extenuating circumstances, Frontline may, at times, need to perform maintenance without the ability to provide advance notice.
- 1.5. Customer Content. The Software and Services may enable Customer and its Authorized Users to provide, upload, link to, transmit, display, store, process and otherwise use text, files, images, graphics, illustrations, information, data (including Personal Data as that term is defined in applicable laws), audio, video, photographs and other content and material in any format (collectively, “Customer Content”) in connection with the Software and Services. Customer hereby grants to Frontline a non-exclusive, royalty-free license to reproduce, display, distribute, modify, prepare derivative works of and otherwise use the Customer Content for the purpose of providing the Software and otherwise performing its obligations and exercising its rights under this Agreement. Customer shall have the sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness and ownership of all of the Customer Content. Frontline will act as a data processor, and will act on Customer’s instruction concerning the treatment of Personal Data provided in connection with the Software and Services, as specified in the Order Form. Customer shall provide any notices and obtain any consents (including consent of any parent or guardian for any minor) related to Customer’s use of the Software and receipt of the Services and Frontline’s provision of the Software and Services, including those related to the collection, use, processing, transfer and disclosure of Personal Data. Customer acknowledges and agrees that it must properly enter data, information and other Customer Content and configure settings within the Software in order for the Software to operate properly. Customer shall verify the accuracy of any of the Customer Content, forms, workflow and configuration settings entered on the Software. Frontline shall not have any liability arising from the inaccuracy of scoring, completeness, use of or reliance on the information contained in the extract of data from any Software or Services under this Agreement. Customer assumes the sole responsibility for the selection of the Software and Services to achieve Customer’s intended results, the use of the Software and Services, and the results attained from such selection and use. Customer represents and warrants that it is the owner of the Customer Content, or has obtained permission for such use from the owner of the Customer Content, including evaluation frameworks and/or rubrics uploaded into the Software. As to any content or data made available to Frontline, Customer represents that it has notified and obtained

# Frontline Technologies Group LLC dba Frontline Education

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consent from all necessary persons (including parents, students, teachers, interns, aides, principals, other administrative personnel, and classroom visitors), and has taken all other actions that may be necessary to ensure that use of the products, services, or related materials provided or produced hereunder complies with all applicable laws and regulations as well as school or district policies.

- 1.6. **Integration.** Customer may, at Customer's discretion and with or without Frontline's assistance, integrate or otherwise use the Software in connection with third party courseware, training, and other information and materials of third parties ("Third Party Materials") and Frontline may make certain Third Party Materials available in connection with the Software and Services. Customer acknowledges and agrees that (a) Frontline is authorized to provide the Customer Content to a specified third party or permit such third party to have access to the Customer Content in connection with Third Party Materials; and (b) Frontline does not control and is not responsible for, does not warrant, support, or make any representations regarding (i) Third Party Materials (ii) the Customer Content provided in connection with such Third Party Materials, including a third party's storage, use or misuse of the Customer Content; or (iii) Customer's uninterrupted access to Third Party Materials. Customer understands that the use of the Software may involve the transmission of the Customer Content over the Internet and over various networks, only part of which may be owned or operated by Frontline, and that Frontline takes no responsibility for data that is lost, altered, intercepted, or stored without Customer's authorization during the transmission of any data whatsoever across networks whether or not owned or operated by Frontline. If Customer engages Frontline to assist in Customer's integration or use of the Software with Third Party Materials, you authorize Frontline to access and use such Third Party Materials in connection with such assistance and you represent and warrant that you have the rights necessary to grant such authorization. Customer agrees to be bound by the terms, conditions and restrictions of the applicable third party license agreement with respect to such Third Party Materials.
- 1.7. **Hosting.** The Software will be hosted by an authorized subcontractor (the "Hosting Service Provider") that has been engaged by Frontline and shall only be accessed by Customer on websites, using Customer's computers. As part of the Services, the Hosting Service Provider shall be responsible for maintaining a backup of the Customer Content. The Hosting Service Provider is an independent third party not controlled by the Frontline. Accordingly, IN NO EVENT WILL FRONTLINE BE LIABLE FOR ANY DIRECT, GENERAL, SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING BUT NOT LIMITED TO LOSS OR DAMAGE TO DATA, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF INFORMATION OR ANY OTHER PECUNIARY LOSS) ARISING OUT OF THE USE OF OR INABILITY TO USE THE SOFTWARE, DUE TO PROBLEMS (INCLUDING BUT NOT LIMITED TO ERRORS, MALFUNCTIONS) ASSOCIATED WITH THE FUNCTIONS OF SERVERS MAINTAINED BY THE HOSTING SERVICE PROVIDER, EVEN IF FRONTLINE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- 1.8. **Customer Responsibilities.** Customer understands and agrees that (a) Customer shall have sole responsibility for administering access security (e.g. the granting of rights to Customer's users); (b) Customer shall review any calculations made by using the Services and satisfy Customer that those calculations are correct; and (c) if Customer uses the Services for reimbursement or payment from Medicaid and other government agencies, Frontline shall have no responsibility, and Customer shall have sole responsibility, to submit information and claims for such reimbursement or payment. Frontline does not warrant that the Services, or the results derived there from, will meet Customer's requirements, or that the operation of the Services will be uninterrupted or error-free. Customer is solely responsible for obtaining and maintaining, at its own expense, all hardware, software and services needed to use the Software, including any and all servers, computers, and Internet access services. In connection with the performance of the Services, Customer shall provide Frontline's personnel with all such cooperation and assistance as they may reasonably request, or otherwise may reasonably be required, to enable Frontline to perform its obligations (including the provision of the Services), and exercise its rights, under and in accordance with the terms and conditions of this Agreement.
2. **Invoicing and Payment.** All fees and charges will be set forth in the applicable Order Form(s). The Startup Cost set forth on the first page of an Order Form will be invoiced to Customer by Frontline upon execution of the applicable Order Form. Startup Costs are priced with the assumption that implementation will be completed within 120 days after signing. Frontline reserves the right to charge Customers additional service fees for added project costs due to Customer-caused delays occurring after the 120 day implementation period. The Annual Subscription will be invoiced to Customer by Frontline based on the Subscription Start Date (as set forth in the Order Form) unless otherwise stated on the front of an Order Form. The Subscription Start Date shall be defined as thirty (30) days after Customer's signature of an applicable Order Form. Except as otherwise provided, Frontline shall invoice Customer in US Dollars and Customer shall pay all fees, charges, and expenses within thirty days of the date of an invoice via check or ACH. Without prejudice to its other rights and remedies, if Frontline does not receive any payment by its due date, Frontline may assess a late payment charge on the unpaid amount at the rate of 1.5% per month or, if less, the highest rate allowed under applicable law. Frontline reserves the right to increase any of the fees once annually during any Renewal Term by providing at least thirty (30) days advance notice to Customer. All charges under this Agreement are exclusive of, and Customer is solely responsible for, any applicable taxes, duties, fees, and other assessments of whatever nature imposed by governmental authorities. Without limiting the foregoing, Customer shall promptly pay to Frontline any amounts actually paid or required to be collected or paid by Frontline pursuant to any statute, ordinance, rule or regulation of any legally constituted taxing authority. If the Customer claims tax exempt status or the right to remit taxes directly, the tax exempt number must be entered on the first page of any applicable Order Form and the Customer shall indemnify and hold Frontline harmless for any loss occasioned by its failure to pay any tax when due. If for any reason Frontline's personnel travel to Customer's facility or otherwise in connection with the Software or Services under this Agreement, Customer shall be responsible for the reasonable costs of transportation, lodging, meals and the like for Frontline's personnel.
3. **Warranties and Disclaimers.**
  - 3.1. **Mutual.** Each Party represents and warrants that the Party's execution, delivery, and performance of this Agreement (a) have been authorized by all necessary action of the governing body of the Party; (b) do not violate the terms of any law, regulation, or court order to which such Party is subject or the terms of any agreement to which the Party or any of its assets may be subject; and (c) are not subject to the consent or approval of any third party. Customer represents and warrants on behalf of itself and any of its Authorized Users that it has the full legal right to provide the Customer Content and that the Customer Content will not (a) infringe any intellectual property rights of any person or entity or any rights of publicity, personality, or privacy of any person or entity, including as a result of failure to obtain consent to provide Personal Data or otherwise private information about a person; (b) violate any law, statute, ordinance, regulation, or agreement, including school or district policies; or (c) constitute disclosure of any confidential information owned by any third party.

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- 3.2. **Software Warranties.** Frontline represents and warrants that (a) the Software will perform substantially in accordance with the specifications set forth in the then-current Documentation and (b) the Services will be performed in a professional and workmanlike manner. The foregoing warranty will not apply (i) if Customer is in default or breach of any of its obligations under this Agreement, or (ii) to any non-conformance of the Software, Work Product or Services due to (A) Customer's failure to permit the installation/implementation of any update, upgrade or release provided by Frontline, (B) Customer's negligence, abuse, misapplication or misuse of the Software (including Customer's failure to operate the Software in accordance with Documentation), or (C) Customer's use or operation of the Software in or with any technology (including any software, hardware, firmware, system or network) not approved in writing by Frontline. In the event of a non-conformance of the Software, Work Product or Services, reported to and verified by Frontline, Frontline will make commercially reasonable efforts to correct such non-conformance. Customer's sole remedy is limited to the replacement, repair, or refund, at Frontline's option, of defective Software or Work Product or re-performance of the Services. Notwithstanding the foregoing, any Third Party Materials shall be subject only to such third party terms and any warranties therein.
- 3.3. **Disclaimers.** EXCEPT AS EXPRESSLY PROVIDED HEREIN, FRONTLINE AND ITS LICENSORS EXPRESSLY DISCLAIM ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, AS TO ANY ASPECT OF THE SOFTWARE, WORK PRODUCT, SERVICES, OR OTHER PRODUCTS INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. FRONTLINE AND ITS LICENSORS DO NOT WARRANT THAT THE SOFTWARE, WORK PRODUCT, SERVICES, OR OTHER PRODUCTS WILL BE UNINTERRUPTED, OR ERROR-FREE; NOR DO THEY MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SOFTWARE, WORK PRODUCT, SERVICES, OR OTHER PRODUCTS.
4. **Confidential Information; Privacy.**
- 4.1. **Confidential Information.** During the term of this Agreement and for two (2) years thereafter, each Party will use the same degree of care to protect the other Party's Confidential Information as it uses to protect its own confidential information of like nature, but in no circumstances less than reasonable care. "**Confidential Information**" means any information that is marked or otherwise indicated as confidential or proprietary, in the case of written materials, or, in the case of information that is disclosed orally or written materials that are not marked, by notifying the other Party of the proprietary and confidential nature of the information, such notification to be done orally, by email or written correspondence, or via other means of communication as might be appropriate. Notwithstanding the foregoing, (a) Confidential Information of Frontline shall include the Software and the terms of this Agreement and (b) Confidential Information of Customer shall include Personal Data regarding Customer's users provided in connection with the Software and Services. Confidential Information does not include information which (a) was known to the receiving Party or in the public domain before disclosure; (b) becomes part of the public domain after disclosure by a publication or other means except by a breach of this Agreement by the receiving Party; (c) was received from a third party under no duty or obligation of confidentiality to the disclosing Party; or (d) was independently developed by the receiving Party without reference to Confidential Information. Aggregated data that does not contain personally identifiable information regarding Customer's users provided in connection with the Software and Services will be Confidential Information and property of Frontline. The receiving Party will not be liable for disclosures of Confidential Information that are required to be disclosed by law or legal process, so long as the recipient notifies the disclosing Party, provides it with an opportunity to object and uses reasonable efforts (at the expense of the disclosing Party) to cooperate with the disclosing Party in limiting disclosure.
- 4.2. **Privacy.** Frontline understands that its performance of the Services may involve the disclosure of student personally identifiable information ("**Student PII**") (as defined in the Family Education Rights and Privacy Act, 20 U.S.C. § 1232g; 34 C.F.R. Part 99) ("**FERPA**") by the Customer to Frontline. Frontline agrees that it will not use or re-disclose Student PII except in compliance with and all applicable state and federal laws, including FERPA. Customer acknowledges that Frontline is a "school official" with a legitimate educational interest in receiving Student PII under FERPA and Frontline agrees that it will comply with the requirements of 34 C.F.R. § 99.33 regarding its use and re-disclosure of Student PII.
- 4.3. **Data Security.** Frontline will utilize commercially reasonable administrative, technical, and physical measures designed to maintain the confidentiality and security of Confidential Information and Student PII submitted by Customer. Customer understands and agrees that no security measures can be 100% effective or error-free and understands that Frontline expressly disclaims (a) any warranty that these security measures will be 100% effective or error-free or (b) any liability related to the confidentiality and security measures utilized by third parties.
5. **Indemnification.** Customer shall indemnify Frontline and its officers, directors, employees, and agents and hold them harmless from all third party claims, liabilities, expenses, and losses (including attorneys' fees and expenses) arising from or related to any breach by Customer of this Agreement, including failure to obtain consent to provide Personal Data or otherwise private information about a person.
6. **Limitations of Liability.** OTHER THAN THE FEES, CHARGES AND EXPENSES PAYABLE PURSUANT HERETO, IN NO EVENT SHALL EITHER PARTY (OR IN THE CASE OF FRONTLINE, ITS LICENSORS) BE LIABLE TO THE OTHER PARTY OR ANY THIRD PARTY FOR INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, WHETHER FORESEEABLE OR UNFORESEEABLE, OF ANY KIND WHATSOEVER (INCLUDING LOST PROFITS) ARISING FROM OR RELATING TO THIS AGREEMENT OR THE USE OR NON-USE OF THE SOFTWARE, WORK PRODUCT OR SERVICES. NOTWITHSTANDING ANYTHING CONTAINED IN THIS AGREEMENT TO THE CONTRARY, IN NO EVENT SHALL FRONTLINE'S (OR ITS LICENSORS') TOTAL LIABILITY ARISING FROM OR RELATING TO THIS AGREEMENT, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE, EXCEED THE TOTAL AMOUNTS PAID TO FRONTLINE HEREUNDER DURING THE TWELVE MONTHS IMMEDIATELY PRECEDING THE EVENTS GIVING RISE TO SUCH CLAIMS. Each Party acknowledges and agrees that the warranty disclaimers and liability and remedy limitations in this Agreement are material, bargained for provisions of this Agreement and that fees and consideration payable hereunder reflects these disclaimers and limitations.
7. **Term and Termination.** The term of this Agreement will commence on the Effective Date and continue until such time that there are no valid Order Forms. The initial term of each Order Form under this Agreement shall (a) begin on the Subscription Start Date (as defined in Section 2 above) and (b) continue for one year or such longer period as provided in an Order Form (the "**Order Form Initial Term**") and will automatically renew for successive one-year terms thereafter, unless one Party notifies the other Party of non-renewal in writing at least sixty (60) days prior to the end of the current term of such Order Form. Customer may terminate any Order Form at any time after the Order Form Initial Term, in whole or in part, for any reason or no reason, on sixty (60) days prior written notice. Upon notice of such termination, a pro-rata portion

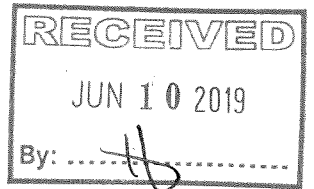
## Frontline Technologies Group LLC dba Frontline Education

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of all outstanding invoices shall become immediately due and payable. If such invoice has been paid by the Customer, Customer shall be entitled to a pro-rata credit to be applied to future Frontline services. Either Party may terminate this Agreement in the event that the other Party materially breaches this Agreement the other Party does not cure such breach within thirty (30) days after written notice of such breach. Expiration or termination of any Order Form or Statement of Work shall constitute the expiration or the termination of such Order Form or Statement of Work only and shall not affect this Agreement or any other Order Form or Statements of Work outstanding under this Agreement. Notwithstanding the foregoing, unless otherwise mutually agreed by the parties in writing, any Order Form or Statement of Work outstanding as of the date of termination or expiration of this Agreement shall remain in effect and continue to be governed by the terms of this Agreement and its own terms until such time as such Order Form or Statement of Work is completed, expires or is otherwise terminated. Upon the termination or expiration of this Agreement, the licenses granted to Customer under Section 1.1 will terminate automatically and Customer (i) shall immediately cease using the Software and Documentation and (ii) for a period of thirty (30) days, may request a copy of the Customer Content that is in Frontline's possession in the format retained by Frontline. The following provisions of this Agreement will survive expiration or termination of this Agreement Sections 3.3, 4, 5, 6, 7 and 9. Frontline may (without limitation of any other rights or remedies) suspend use of the Software in the event that (A) Customer is delinquent in payment of any amount due to Frontline under this Agreement (and has not cured such delinquency within five (5) days following written notice thereof to Customer), (B) Customer has breached any of the provisions of Section 1 of this Agreement, or (C) in Frontline's reasonable good faith determination, suspension of use of the Software is necessary to avoid or mitigate harm to the security of Frontline's or its customers' systems or data. Any such suspension will not constitute a termination of this Agreement.

**8. District Ordering.** Any other school district in the same state as Customer ("School District") may also purchase from Frontline a license to the Software and provision of the Services for the School District's own account on the same terms and conditions as are applicable to Customer under these Terms and Conditions (excluding any pricing terms and conditions). Each School District will be separately liable for payment for such Software and Services and its compliance with these Terms and Conditions, and neither Customer nor any School District will be liable for the acts, omissions or obligations of any other School District under these Terms and Conditions. Frontline will have no obligations to provide any Software or Services to a School District until such time as Frontline and such School District enter into an Order Form which references and is subject to these Terms and Conditions. By so doing, the School District agrees to be bound by these Terms and Conditions and for purposes of its order is considered "Customer" as that term is used in these Terms and Conditions. In the event that Customer and Frontline amend these Terms and Conditions (each an "Amendment"), any and all such Amendments will be enforceable against each School District that has executed an Order Form which references and is subject to these Terms and Conditions upon notice of such Amendment from Frontline unless Frontline has agreed in writing with School District that the Amendment, or specific provisions within the Amendment, do not apply to such School District.

**9. General.** Frontline and Customer are each independent contractors and neither Party shall be, nor represent itself to be, the franchiser, partner, broker, employee, servant, agent, or legal representative of the other Party for any purpose whatsoever. Customer may not sublicense, assign, or transfer this Agreement, or any rights and obligations under this Agreement, in whole or in part, without Frontline's prior written consent. Any attempted assignment in violation of this Section shall be void. This Agreement shall be binding upon, and inure to the benefit of, the permitted successors and assigns of each Party. Notwithstanding anything to the contrary in this Agreement, except for Customer's obligations to pay amounts due under this Agreement, neither Party will be deemed to be in default of any provision of this Agreement for any delay, error, failure, or interruption of performance due to any act of God, terrorism, war, strike, or other labor or civil disturbance, interruption of power service, interruption of communications services, problems with the Internet, act of any other person not under the control of such Party, or other similar cause. If the Customer requests to be added as an additional insured on any Frontline insurance policy, the limits of such policies shall be subject to the Limitations of Liability stated in Section 6 herein. This Agreement may be amended only by written agreement of the Parties, and any attempted amendment, including any handwritten changes on this Agreement in violation of this Section shall be void. The waiver or failure of either Party to exercise in any respect any right provided under this Agreement shall not be deemed a waiver of such right in the future or a waiver of any other rights established under this Agreement. This Agreement does not confer any rights or remedies upon any person other than the Parties, except Frontline's licensors. When used herein, the words "includes" and "including" and their syntactical variations shall be deemed followed by the words "without limitation." This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be the same agreement.



June 9, 2019

Gayle Allensworth  
Principal  
Inman Primary School  
Red Oak, IA

Dear Mrs. Allensworth and whom it may concern,

Please accept this letter as notice of my resignation as a paraprofessional and color guard sponsor, effective at the end of my current contracts. I was recently offered a new opportunity at a different school, closer to my home, and have decided to accept the offer. Although I'm sad to leave this school community, I'm excited about this opportunity to transition into a teaching position.

I wish you all the best.

Sincerely,

A handwritten signature in cursive script that reads "Kirstin Blake".

Kirstin Blake

Red Oak Community School District  
Staff Selection Recommendation

Date: 6/12/19

Building: Admin SHS JHS IES WEC Trans  
(Please Circle All That Apply)

Position: HS Assistant Football

Name: NATHAN NAMANNY

Certified:

Lane: \_\_\_\_\_

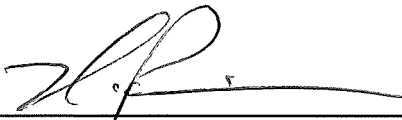
Step: \_\_\_\_\_

Salary: 10% of Base \$ 3,190.00

Classified:

Hourly Rate: \_\_\_\_\_

Hours Per Day: \_\_\_\_\_



Principal/Director

Please send form to Superintendent for Board Approval

Office Use Only

Background Check: \_\_\_\_\_

Red Oak Community School District  
Staff Selection Recommendation

Date: 6/12/19

Building: Admin    SHS JHS IES    WEC    Trans  
(Please Circle All That Apply)

Position: Strength & Credit

Name: Cory Archer

Certified:

Lane: \_\_\_\_\_

Step: \_\_\_\_\_

Salary: 7% of Base \$ 2,233.00

Classified:

Hourly Rate: \_\_\_\_\_

Hours Per Day: \_\_\_\_\_

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

Please send form to Superintendent for Board Approval

Office Use Only  
Background Check: \_\_\_\_\_

**Red Oak Community School District  
Staff Selection Recommendation**

Date: 6/3/19

Building: Admin HS MS ~~VHS~~ ~~HS~~ Inman Elementary ECC Trans  
(Please Circle All That Apply)

Position: Elementary - (Grade TBD)

Name: Deb Robertson

Certified:  
Lane: BA

Step: 9

Salary: 46,295<sup>00</sup>

Classified:  
Hourly Rate: X

Hours Per Day: X



Principal/Director

Please send form to Superintendent for Board Approval

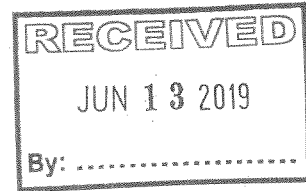
Office Use Only  
Background Check: \_\_\_\_\_



**Janelle Erickson**

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**From:** Maddie Gelber  
**Sent:** Friday, June 7, 2019 11:40 AM  
**To:** Nathan Perrien; Janelle Erickson  
**Subject:** Student Council

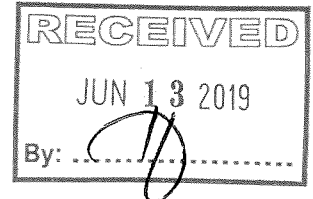


I would like to resign my student council sponsor position.

Maddie Gelber

Get [Outlook for iOS](#)

**Keith Hardy**  
130 N 3<sup>rd</sup> AVE Villisca, IA 50864 · 7125429118 · kthardy@mchsi.com



June 13, 2019

Tom Messinger  
Superintendent  
Red Oak Community Schools  
1901 N. Broadway St  
Red Oak IA 51566

Dear Mr. Messinger

Please accept my resignation from my position as a Title I Teacher and Safety Patrol at Inman Elementary School effective at the end of the 2018-19 school year.

My students have given me great pleasure over the years, and the administration has been very supportive during my tenure with the school district.

I wish you all the best. If I can be of any assistance to you during the remainder of the term, please let me know.

Sincerely yours,

A handwritten signature in cursive script that reads "Keith Hardy".

Keith Hardy

A small, handwritten mark or signature in the bottom right corner of the page, possibly initials.

Red Oak Community School District  
Staff Selection Recommendation

Date: 6/19/19

Building: Admin    HS    MS    ~~VIS~~ ~~ES~~ Inman Elementary    ECC    Trans  
(Please Circle All That Apply)

Position: Inman Elementary Special Education Teacher

Name: Mrs. Kim Leinen

Certified:  
Lane: BA+10

Step: 10

Salary: 48,293<sup>00</sup>

Classified:  
Hourly Rate: X

Hours Per Day: X

[Signature]  
Principal/Director

Please send form to Superintendent for Board Approval

Office Use Only  
Background Check: 6/12/19

Red Oak Community School District  
Staff Selection Recommendation

Date: 6/19/19

Building: Admin    HS    MS    ~~WHS~~ ~~IPS~~    ECC    Trans  
(Please Circle All That Apply)

*Inman Elementary*

Position: Reading Intervention - Title Reading

Name: Andrea Wonio

Certified:

Lane: BA

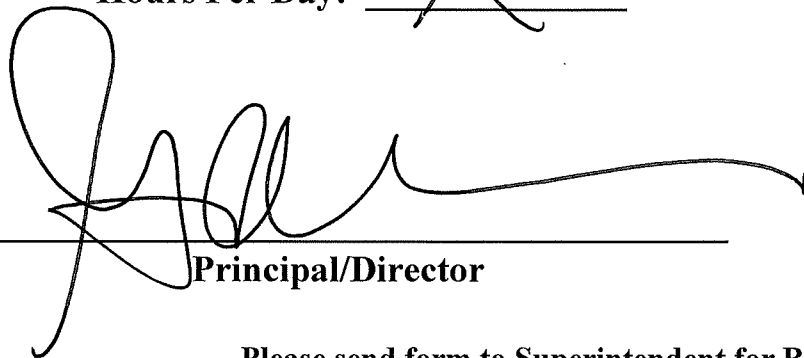
Step: 0

Salary: \$34,520<sup>00</sup>

Classified:

Hourly Rate: X

Hours Per Day: X

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

Please send form to Superintendent for Board Approval

Office Use Only

Background Check: 6/12/19

## Deb Drey

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**From:** Tiegen Podliska  
**Sent:** Tuesday, June 18, 2019 11:45 AM  
**To:** Nathan Perrien; Tom Messinger; Deb Drey  
**Subject:** Resignation

I would like to submit my resignation for Head Middle School Football Coach so I have time to focus on obtaining my evaluator approval as well as my new Activities Director position.

### Tiegen Podliska

Red Oak Community School District  
Activities Director (@ROTigerNation)  
Administrative Manager  
Head High School Wrestling Coach (@ROTigerWrestlin)

“The Only Thing You Deserve, Is What You Earn” – Tom Brands



## Deb Drey

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**From:** Leanne Fluckey  
**Sent:** Tuesday, June 18, 2019 11:33 AM  
**To:** Deb Drey  
**Subject:** FW: Board Meeting Item

Leanne

**From:** Nathan Perrien  
**Sent:** Tuesday, June 18, 2019 11:29 AM  
**To:** Leanne Fluckey <fluckeyl@roschools.org>; Tammi VanMeter <vanmetert@roschools.org>; Tom Messinger <messingert@roschools.org>  
**Subject:** Board Meeting Item

Amend Barb Gilliland's contract to say step 2 for her pay as opposed to step 0. This was in error as Mr. Messinger said he would give her some credit for all her years of subbing service. I forgot to make the recommendation reflect that.

Nate Perrien, 7-12 Principal  
Red Oak Schools  
1901 N. Broadway (\*temporarily)  
Red Oak, IA 51566

