



## **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, October 22, 2018 – 7:00 pm

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

- 1.0 Call to Order – Board of Directors Vice President Kathy Walker
- 2.0 Roll Call – Board of Directors Secretary Deb Drey
- 3.0 Approval of the Agenda – Vice President Kathy Walker
- 4.0 Public Presenters/Guest and Visitors Addressing the Board
- 5.0 Communications
  - 5.1 Good News from Red Oak Schools
    - 5.1.A-Good News from Catherine H Strohbehn-co-coordinator with the Bureau of Nutrition and Health for the HACCP Regional Boot Camps *pg 1*
    - 5.1B-Red Oak FFA attended Northwest Missouri State University Agriculture Department on October 4, 2018, and participated in the livestock judging c competition *pg 2-3*
    - 5.1C- Red Oak FFA attended Southwest District Iowa Greenhand Fire Up Conference in Atlantic Iowa on October 10, 2018 *pg 4-5*
  - 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 October 8, 2018, October 15, 2018 *pg 6-8*
  - 6.2 Review and Approval of Monthly Business Reports *pg 9-29*
- 7.0 General Business for the Board of Directors
  - 7.1 Old Business
    - 7.1.1-None
  - 7.2 New Business
    - 7.2.1 Discussion/Approval of Licensed Employee Handbook for 2018-2019 *pg 30 - 127* school year
    - 7.2.2 Discussion/Approval of resolution for amended chrome book lease agreement *pg 128-138*
    - 7.2.3 Discussion/Approval of Staff Reconfiguration

Personnel Considerations

7.2.4 Discussion/Approval of hiring Blake Bergren as High School Volunteer  
Girls Basketball Coach for the 2018-2019 school year

Pg 139

8.0 Reports

8.1 Administrative

8.2 Future Conferences, Workshops, Seminars

8.3 Other Announcements

9.0 Next Board of Directors Meeting:

Monday, November 12, 2018 – 7:00 pm

Red Oak Inman Primary

Red Oak CSD Inman Primary Campus

10.0 Adjournment

IOWA STATE UNIVERSITY  
University Extension

Hotel, Restaurant, and  
Institution Management  
11 MacKay Hall  
Ames, IA 50011-1121  
515 294-7474  
FAX 515 294-6364

October 12, 2018


Tom Messinger  
Superintendent  
Red Oak Community School District  
Red Oak, Iowa

Dear Mr. Messinger:

As a co-coordinator with the Bureau of Nutrition and Health for the HACCP Regional Boot Camps for nutrition program staff, I wanted to be sure you were aware that the Food Service Department in your district served as a host for the workshop on October 10th. The venue at the AEA Regional Office in Red Oak was very nice and worked well for the event.

Directors of Food Service Monica Blay and Mindy Riipe and members of their team were our hosts. They ensured everything was in order. There were 12 attendees. The Food Service Department is to be commended for its leadership in hosting this regional workshop. The event provided an opportunity for nutrition program staff and others in area districts to improve their awareness about HACCP-based food safety plans and the important role they have in serving safe and nutritious food to students, as well as network with each other.

As a former school board member (in the Gilbert School District), I recognize that board members are not always aware of the contributions of staff within their professional areas, particularly for support services. Please inform Directors of the School District Board of this event, and the contributions of staff. The support of the Red Oak Schools in hosting this workshop is appreciated. .



Catherine H. Strohbehn, PhD, RD, CP-FS  
HM Extension Specialist  
Adjunct Professor Emeritus

## Tammi VanMeter

---

**From:** Alan Spencer  
**Sent:** Friday, October 12, 2018 10:20 AM  
**To:** Peggy Boeye; montgomery.county@ifbf.org  
**Cc:** Tess Mittag; Tammi VanMeter  
**Subject:** FFA Participates in NWMSU CDE Day  
**Attachments:** NWMSU.jpg

Each year, the Northwest Missouri State University Agriculture Department hosts a Career Development Event (CDE) Day for FFA members from Missouri and Iowa. NWMSU hosts events in twelve different agricultural areas. Red Oak FFA members participated in the Livestock Judging Competition and the FFA Knowledge Competition. Members participating were: Front Row (L to R) Hannah Elwood, Allie Sandin, Ashley Henneman, Delaina Olson, Anna Vandrey, Ali Hogberg, and Morgan Bissell; Second Row (L to R) Ransom Mascher, Truman Stickland, Joey Daniel, and Carsten Johnson.

Alan D. Spencer  
Agricultural Education Instructor/FFA Advisor  
Red Oak High School  
2011 North 8<sup>th</sup> Street  
Red Oak, IA 51566  
[spencera@roschools.org](mailto:spencera@roschools.org)  
<http://www.redoakschooldistrict.com/>





## Tammi VanMeter

---

**From:** Alan Spencer  
**Sent:** Friday, October 12, 2018 7:15 AM  
**To:** Peggy Boeye; montgomery.county@ifbf.org  
**Cc:** Tess Mittag; Tammi VanMeter  
**Subject:** Red Oak FFA Members Participate in Greenhand Fireup  
**Attachments:** Greenhand Fireup.jpg

Each year Southwest District and Iowa FFA officers plan and facilitate Greenhand Fire Up Conferences for FFA members in the Southwest District. Atlantic High School welcomed FFA chapters from all over the Southwest District on October 10.

While at Atlantic High School, District and State officers lead four interactive workshops for first year high school FFA members, also known as Greenhands, for the annual Greenhand Fire Up Conference. The workshops facilitated were leadership focused with an emphasis on the experiences that occur in the lives of beginning high school students.

Iowa FFA President, CD Brinegar, stated, "Greenhand Fire Up provides a chance for first-year high school members to get a sneak peek of the opportunities that FFA holds, and is a conference for members to meet and interact with state and district officers."

The officers prepared and facilitated workshops of: authenticity, balancing priorities, communication, and FFA opportunities – in order to provide the first-year FFA members with skills they would use both within and outside of FFA. The goal was to engage FFA members in learning about the tools that would allow them to be successful in anything they are part of through high school and beyond.

Red Oak FFA members attending were: Front Row (L to R) Allie Sandin, Morgan Bissell, Ali Hogberg, Delaina Olson, and Ashley Henneman; Second Row (L to R) Joey Daniel, Ransom Mascher, Shelby Heitman, and Carsten Johnson.

Alan D. Spencer  
Agricultural Education Instructor/FFA Advisor  
Red Oak High School  
2011 North 8<sup>th</sup> Street  
Red Oak, IA 51566  
[spencera@roschools.org](mailto:spencera@roschools.org)  
<http://www.redoakschooldistrict.com/>



IOWA FFA  
2018  
GREENHAND FIREUP

IOWA FFA  
2018  
GREENHAND FIREUP

IOWA FFA  
2018  
GREENHAND FIREUP

IOWA FFA  
2018  
GREENHAND FIREUP

IOWA FFA  
2018  
GREENHAND FIREUP

Delaina

2018

Carson

Red Oak Community School District  
Meeting of the Board of Directors  
Meeting Location: Red Oak Inman Primary Media Center  
Red Oak Inman Primary Campus  
October 8, 2018

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

**Good News from Red Oak Schools**

Middle School FFA Chapter held its first meeting with 24 members in attendance.  
Nineteen FFA members attended the Clay County Fair Northwest Livestock Judging Contest.  
Alan Spencer and Tess Mittag served on a discussion panel at the National Teach Ag Day.  
Tom Stamets delivered a donation from the Michael Logan Estate to the Red Oak Community Schools Athletic Department in the amount of \$106,440.95.

**Consent Agenda**

Motion by Director Bryce Johnson, second by Director Carlson to approve the consent agenda.  
Motion carried unanimously.

**Middle School Rezoning Discussion**

An application to rezone the Middle School from R-2 to R-3 has been completed. There are two upcoming meetings (a zoning committee meeting and a city council meeting) that the superintendent and a couple of board members need to attend regarding the rezoning application.

**Student Handbook-District Portion**

Motion by Director Blackman, second by Director Walker to approve the District Portion of the 2018-2019 Student Handbook as presented. Motion carried unanimously.

**Board Policy 600 Series Second Reading**

Motion by Director Carlson, second by Director Bryce Johnson to approve the second reading of Board Policy 600 Series as presented. Motion carried unanimously.

**Inman Primary Gym Compressor Replacement**

Motion by Director Bryce Johnson, second by Director Walker to accept the bid from Dovel Refrigeration to remove and replace the compressor at Inman Primary School Gym in the amount of \$8,999.20. Motion carried unanimously.

**Villisca Special Education Contract**

Motion by Director Walker, second by Director Blackman to approve the Special Education Contract with Villisca School District for the 2018-2019 school year. Motion carried unanimously.

**Continuation of October 8, 2018 Board Minutes-Page 2**

**E Rate Switch Project**

Motion by Director Blackman, second by Director Walker to approve the E Rate Switch Project bid from RTI in the amount of \$84,988.22. Motion carried unanimously.

**Adjournment**

Motion by Director Blackman, second by Director Carlson to adjourn the meeting at 7:31 p.m. Motion carried unanimously.

Next Board of Directors Meeting

Special Board Meeting

Monday, October 15, 2018 – 6:00 p.m.

Red Oak Inman Primary Media Center

Red Oak CSD Inman Primary Campus

Regular Board Meeting

Monday, October 15, 2018 – 6:00 p.m.

Red Oak Inman Primary Media Center

Red Oak CSD Inman Primary Campus

---

Mark Johnson, President

---

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  
October 15, 2018

The special meeting of the Board of Directors of the Red Oak Community School District was called to order by President Mark Johnson at 6:04 p.m. at the Red Oak Inman Primary Media Center.

**Present**

Directors: Bret Blackman, 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 Walker to approve the agenda with the order of agenda items at the discretion of the meeting chair. Motion carried unanimously.

**Instructional Support Levy Public Hearing**

President Mark Johnson opened the public hearing on the Instruction Support Levy Resolution at 6:05 p.m. There were no comments. President Mark Johnson closed the hearing at 6:06 p.m.

**Instruction Support Levy Resolution**

Motion by Director Walker, second by Director Carlson to approve the resolution pursuant to the provisions of Iowa Code Sections 257.18-257.21 for an instructional support levy for a period of five years as presented. Motion carried unanimously.

**Sale of Real Property Public Hearing**

President Mark Johnson opened the public hearing on the resolution of sale of real property at 6:15 p.m. Items discussed included building upkeep and surrounding property values. President Mark Johnson closed the hearing at 6:54 p.m.

**Resolution Approving Sale of Real Property**

Motion by Director Carlson, second by Director Bryce Johnson to approve the resolution for sale of real property as presented. Motion carried unanimously.

**Adjournment**

Motion by Director Bryce Johnson, second by Director Walker to adjourn the meeting at 6:57 p.m.

Next Board of Directors Meeting

Monday, October 22, 2018 – 7:00 p.m.  
Red Oak Inman Primary Media Center  
Red Oak CSD Inman Primary Campus

---

Mark Johnson, President

---

Deb Drey, Board Secretary

RED OAK BOARD REPORT

Vendor Name	Invoice Number	Amount
Account Number	Detail Description	Amount
Checking Account ID 1	Fund Number 10	OPERATING FUND
AEL, INC	18080	448.20
10 0010 2600 000 0000 432	Lift Ramp Repair MS Chair Lift	448.20
Vendor Name AEL, INC		<u>448.20</u>
AMERICA'S BATTLE OF THE BOOKS	100118	45.00
10 0010 1000 470 1118 612	BOB Competition Supplies	45.00
Vendor Name AMERICA'S BATTLE OF THE BOOKS		<u>45.00</u>
BI STATE ELECTRONICS	572	575.00
10 0020 2700 000 0000 434	Cables/Install for Bus #8 Recorder	575.00
Vendor Name BI STATE ELECTRONICS		<u>575.00</u>
CENTURY LINK	100118CL	264.00
10 0020 2490 000 0000 530	Two-Way Radio Sep/Oct 2018	264.00
Vendor Name CENTURY LINK		<u>264.00</u>
CHEMSEARCH	3290370	268.00
10 0010 2600 000 0000 432	October 2018 Water Treatment	268.00
Vendor Name CHEMSEARCH		<u>268.00</u>
COUNSEL OFFICE & DOCUMENTS	AR340858	44.82
10 2020 1000 100 0000 612	STAPLES FOR THE MIDDLE SCHOOL OFFICE COP	44.82
COUNSEL OFFICE & DOCUMENTS	AR344653	1,378.03
10 0010 2235 000 0000 350	Steady Serve - 9/2018	12.99
10 0010 2520 000 0000 618	Admin Office Clicks - 9/2018	57.52
10 3230 1000 100 0000 359	HS Office Clicks - 9/2018	201.40
10 3230 1000 100 0000 359	HS Media Center Clicks - 9/2018	89.69
10 2020 1000 100 0000 359	MS Media Center Clicks - 9/2018	86.77
10 2020 1000 100 0000 359	MS Office Clicks - 9/2018	119.37
10 2020 1000 100 0000 359	MS 3rd Floor Office Clicks - 9/2018	19.44
10 1901 1000 100 0000 359	IPS Teacher Workroom Clicks - 9/2018	113.95
10 1901 1000 100 0000 359	IPS Office Clicks - 9/2018	118.07
10 1901 1000 100 0000 359	WIS Media Center Clicks - 9/2018	153.40
10 1901 1000 100 0000 359	IPS Media Center Clicks - 9/2018	351.39
10 1902 1000 100 0000 359	WIS Office Clicks - 9/2018	51.98
10 0020 2700 000 0000 359	Bus Barn Clicks - 9/2018	2.06
COUNSEL OFFICE & DOCUMENTS	AR344653-1	1,421.80
10 1902 1000 100 0000 359	WIS Office Lease - 9/2018	113.98
10 1902 1000 100 0000 359	WIS Media Center Lease - 9/2018	134.42
10 1901 1000 100 0000 359	IPS Teacher Workroom Lease - 9/2018	107.69
10 1901 1000 100 0000 359	IPS Office Lease - 9/2018	139.00
10 1901 1000 100 0000 359	IPS Media Center Lease - 9/2018	134.38
10 2020 1000 100 0000 359	MS Media Center Lease - 9/2018	107.69

9

RED OAK BOARD REPORT

Vendor Name	Invoice Number	Amount
Account Number	Detail Description	Amount
10 2020 1000 100 0000 359	MS Office Lease - 9/2018	139.00
10 3230 1000 100 0000 359	HS Office Lease - 9/2018	160.48
10 3230 1000 100 0000 359	HS Media Center Lease - 9/2018	134.38
10 0010 2520 000 0000 618	Admin Center Lease - 9/2018	250.78
Vendor Name	COUNSEL OFFICE & DOCUMENTS	<u>2,844.65</u>
DOLLAR GENERAL	101118DGS	49.22
10 2020 1300 310 0000 612	Supplies for MS Ag Project - Breed of Ca	49.22
Vendor Name	DOLLAR GENERAL	<u>49.22</u>
ECHO ELECTRIC SUPPLY	S7782500.001	714.00
10 0010 2600 000 0000 618	f32t8 Bulbs for T8 Lamps	714.00
Vendor Name	ECHO ELECTRIC SUPPLY	<u>714.00</u>
FAREWAY FOOD STORES	101918FFACS	173.56
10 3230 1300 340 0000 612	Groceries FACS	25.76
10 3230 1300 340 0000 612	Groceries FACS	24.28
10 3230 1300 340 0000 612	Groceries FACS	52.21
10 3230 1300 340 0000 612	Groceries FACS	45.30
10 3230 1300 340 0000 612	Groceries FACS	11.40
10 3230 1300 340 0000 612	Groceries FACS	14.61
FAREWAY FOOD STORES	28642	30.51
10 0010 2310 000 0000 611	Admin Office Supplies	30.51
Vendor Name	FAREWAY FOOD STORES	<u>204.07</u>
FIRST BANKCARD	100518FB#2-1	90.30
10 0010 2600 000 0000 618	Batteries for Lights	90.30
FIRST BANKCARD	100518FB#2-2	49.19
10 0010 2600 000 0000 432	Field Sprayer Repair	49.19
FIRST BANKCARD	100518FB#2-3	156.44
10 0010 2600 000 0000 618	IPS Preschool Room Fountain Part	156.44
FIRST BANKCARD	100518FB#2-4	249.99
10 0010 2600 000 0000 618	Lighting for Cafeteria MS	249.99
FIRST BANKCARD	100518FB#2-5	220.36
10 0010 2600 000 0000 618	Folding Barricade IPS	220.36
FIRST BANKCARD	100518FBC#1-1	43.98
10 3230 2222 000 0000 618	Laminating Pouches	43.98
FIRST BANKCARD	100518FBC#1-10	529.96
10 1901 1000 100 0000 612	PROJECTOR LAMP MODULE ELPLP71/V13H010L71	494.00
10 1901 1000 100 0000 612	SHIPPING AND HANDLING	35.96
FIRST BANKCARD	100518FBC#1-11	176.27
10 0010 1000 470 1118 612	Edge Fundamentals Books	33.48
10 0010 1000 470 1118 612	Edge Fundamentals Books	10.54
10 0010 1000 470 1118 612	Edge Level A Student Books	43.60
10 0010 1000 470 1118 612	Edge Level B Student Books	34.40
10 0010 1000 470 1118 612	Edge Level C Student Books	54.25
FIRST BANKCARD	100518FBC#1-12	49.42
10 1902 2120 000 0000 611	MindUp Curriculum	49.42

10



RED OAK BOARD REPORT

Vendor Name	Invoice Number	Amount
Account Number	Detail Description	Amount
FIRST BANKCARD	100518FBC#1-13	51.61
10 0010 2600 000 0000 618	Curtain for Breastfeeding Station	51.61
FIRST BANKCARD	100518FBC#1-15	833.31
10 0010 2600 000 0000 618	Bus Loading Zone Signs	833.31
FIRST BANKCARD	100518FBC#1-16	59.00
10 0010 1000 100 8017 612	NCTM Memberships - KS	59.00
FIRST BANKCARD	100518FBC#1-17	59.00
10 0010 1000 100 8017 612	NCTM Memberships - GF	59.00
FIRST BANKCARD	100518FBC#1-18	59.00
10 0010 1000 100 8017 612	NCTM Memberships - MC	59.00
FIRST BANKCARD	100518FBC#1-19	77.00
10 0010 1000 100 8017 612	NCTM Mmbrshps w/eBook - DP	77.00
FIRST BANKCARD	100518FBC#1-2	19.98
10 1902 1000 100 8002 618	Books	9.99
10 1902 1000 100 8002 618	Books	9.99
FIRST BANKCARD	100518FBC#1-20	53.93
10 1901 1000 100 8001 612	JELLYBEAN JAMBOREE AND CD BY SUSAN JELLE	36.94
10 1901 1000 100 8001 612	THE MINDUP CURRICULUM: GRADES PREK-2: BR	16.99
FIRST BANKCARD	100518FBC#1-21	64.99
10 0010 2600 000 0000 618	Universal Battery Pack for Lit Signs	64.99
FIRST BANKCARD	100518FBC#1-22	49.95
10 0010 2600 000 0000 618	DUAL Lite Battery Pack for Lit Signs	49.95
FIRST BANKCARD	100518FBC#1-23	26.97
10 0010 2310 000 0000 611	Admin Office Supplies Hanging Files	26.97
FIRST BANKCARD	100518FBC#1-24	59.68
10 2020 1000 100 0000 612	REPLACEMENT BULB LAMP FOR AN EPSON POWER	59.68
FIRST BANKCARD	100518FBC#1-3	2,345.97
10 0010 1000 100 8017 641	AP and Safety Books	10.19
10 0010 1000 100 8017 641	AP and Safety Books	155.00
10 0010 1000 100 8017 641	AP and Safety Books	10.78
10 0010 1000 100 8017 641	AP and Safety Books	155.00
10 0010 1000 100 8017 641	AP and Safety Books	775.00
10 0010 1000 100 8017 641	AP and Safety Books	1,240.00
FIRST BANKCARD	100518FBC#1-4	79.94
10 2020 1000 421 3227 618	ORDER FROM AMAZON, YOU KNOW SOCIAL SKILL	22.99
10 2020 1000 421 3227 618	ORDER FROM AMAZON, AUSTOR 100 PIECES 6-S	16.99
10 2020 1000 421 3227 618	ORDER FROM AMAZON, MINDWARE QWIRKLE BOAR	24.73

RED OAK BOARD REPORT

Account Number	Invoice Number	Detail Description	Amount	Amount
10 2020 1000 421 3227 618		ORDER FROM AMAZON, BLOKUS STRATEGY GAME	15.23	
FIRST BANKCARD	100518FBC#1-5		21.90	
10 0010 2310 000 0000 611		Supplies for George Maher Clean-up	21.90	
FIRST BANKCARD	100518FBC#1-7		12.93	
10 0010 2310 000 0000 611		Retiree Pedestal Anniversary Gift	12.93	
FIRST BANKCARD	100518FBC#1-8		23.70	
10 0010 2310 000 0000 611		Dry Erase Markers SI	23.70	
FIRST BANKCARD	100518FBC#1-9		103.69	
10 0010 2310 000 0000 611		Presentation Easel	71.70	
10 0010 2310 000 0000 611		Presentation Post-Its	31.99	
FIRST BANKCARD	FBC#3-1		92.39	
10 2020 1000 421 3227 618		ESTIMATED AMOUNT FOR SCHOOL BEYOND SCHOO	92.39	
FIRST BANKCARD	FBC#3-2		150.00	
10 2020 1000 100 4515 320		REGISTRATION FOR PATTY HENKE TO ATTEND A	150.00	
FIRST BANKCARD	FBC#3-3		34.23	
10 2020 1000 100 0000 612		ORDER ONLINE FROM VISTA PRINT, POSTCARDS	35.00	
10 2020 1000 100 0000 612		PROMOTIONAL CODE	(8.76)	
10 2020 1000 100 0000 612		ESTIMATED SHIPPING	7.99	
Vendor Name	FIRST BANKCARD			<u>5,845.08</u>
FOLLETT EDUCATIONAL SERVICES	2301168A-1		51.39	
10 3230 1200 420 8009 612		Government Books	51.39	
Vendor Name	FOLLETT EDUCATIONAL SERVICES			<u>51.39</u>
GILLESPIE, ARRYN	101518AG		73.57	
10 1901 1000 100 8001 612		REIMBURSEMENT FOR CLASSROOM SUPPLIES	73.57	
Vendor Name	GILLESPIE, ARRYN			<u>73.57</u>
GLENWOOD COMMUNITY SCHOOLS	101618GCSD		4,887.12	
10 0010 1200 217 3303 320		Apex x 2 - 9/2018	4,887.12	
Vendor Name	GLENWOOD COMMUNITY SCHOOLS			<u>4,887.12</u>
GREEN HILLS AEA	1272		562.50	
10 0010 1000 100 3373 618		Fastbridge Assessment Tools	562.50	
GREEN HILLS AEA	609592519		100.00	
10 0010 1000 460 3117 612		Course Materials for Class - KC	25.00	
10 0010 1000 460 3117 612		Course Materials for Class - AG 75493361	25.00	
10 0010 1000 460 3117 612		Course Materials for Class - AS 7872519	25.00	
10 0010 1000 460 3117 612		Course Materials for Class- MP 181648539	25.00	
Vendor Name	GREEN HILLS AEA			<u>662.50</u>
HY VEE FOOD STORES	101518HV-1		95.05	
10 2020 1000 100 0000 612		FOOD, WATER, PLATES, BOWLS,	95.05	

12

RED OAK BOARD REPORT

Account Number	Invoice Number	Detail Description	Amount	Amount
		CUTLERY & CU		
HY VEE FOOD STORES	101518HV-2		27.21	
10 1901 1000 100 8001 612	SUPPLIES/ PD			27.21
HY VEE FOOD STORES	101518HV-3		49.96	
10 1901 1000 100 8001 612	SUPPLIES/ PD			49.96
HY VEE FOOD STORES	101518HV-4		99.95	
10 0010 2113 420 1119 618	LICE KITS			99.95
HY VEE FOOD STORES	101518HV-5		42.24	
10 3230 1300 310 0000 612	Food for Class Activities			42.24
HY VEE FOOD STORES	101918FACS		139.18	
10 3230 1300 340 0000 612	Groceries for FACS			18.52
10 3230 1300 340 0000 612	Groceries for FACS			50.77
10 3230 1300 340 0000 612	Groceries for FACS			25.68
10 3230 1300 340 0000 612	Groceries for FACS			44.21
Vendor Name	HY VEE FOOD STORES			<u>453.59</u>
IOWA COMMUNICATIONS NETWORK	542360		6.00	
10 0010 2236 000 0000 536	ICN Charges for 9/2018			6.00
Vendor Name	IOWA COMMUNICATIONS NETWORK			<u>6.00</u>
IOWA FCCLA	1256		200.00	
10 3230 1300 340 0000 320	Leadership Registration			200.00
Vendor Name	IOWA FCCLA			<u>200.00</u>
IOWA RESTAURANT ASSOCIATION EDUCATION FOUNDATION	101018		99.00	
10 2020 1300 340 0000 320	REGISTRATION FOR PATTY HENKE TO ATTEND T			99.00
Vendor Name	IOWA RESTAURANT ASSOCIATION EDUCATION FOUNDATION			<u>99.00</u>
JOHNSON CONTROLS FIRE PROTECTION LP	85263658		472.36	
10 0010 2600 000 0000 432	IPS Alarm w/Truck and Labor			472.36
Vendor Name	JOHNSON CONTROLS FIRE PROTECTION LP			<u>472.36</u>
JOSTENS	100318STMT		1,120.15	
10 3230 2410 000 0000 618	2018-2019 Graduation Diplomas			49.73
10 3230 2410 000 0000 618	2018-2019 Graduation Covers			1,070.42
Vendor Name	JOSTENS			<u>1,120.15</u>
MARZANO RESEARCH LLC	M201664		1,302.00	
10 0010 1000 100 3342 612	TEACHER'S GUIDE TO STANDARS BASED LEARNI			1,302.00
Vendor Name	MARZANO RESEARCH LLC			<u>1,302.00</u>
MATHESON TRI-GAS	18446376		42.92	
10 3230 1300 370 0000 612	C-25 welding Gas			42.92
Vendor Name	MATHESON TRI-GAS			<u>42.92</u>
MATUSZESKI, TAYLOR	93018TM		11.55	
10 3230 1000 100 0000 580	Mileage for September 2018			11.55
Vendor Name	MATUSZESKI, TAYLOR			<u>11.55</u>
MEDIACOM	100618MC		43.19	

13

RED OAK BOARD REPORT

Invoice Number	Amount	
Account Number	Detail Description	Amount
10 0010 2236 000 0000 536	Admin Office Phone Line - 9/2018	43.19
MEDIACOM	101218MC	43.19
10 0010 2236 000 0000 536	October PRI Line Main	43.19
Vendor Name	MEDIACOM	<u>86.38</u>
MIDAMERICAN ENERGY	200128218	270.31
10 0030 2600 000 0000 622	Sports Complex Electricity- 9/2018	270.31
MIDAMERICAN ENERGY	900128218	17.81
10 1912 2600 000 0000 622	Webster Electricity - 9/2018	17.81
Vendor Name	MIDAMERICAN ENERGY	<u>288.12</u>
MITTAG, TESSA	100818TM	83.39
10 2020 1000 100 0000 580	Mileage for September 2018	83.39
Vendor Name	MITTAG, TESSA	<u>83.39</u>
NEBRASKA AIR FILTER, INC.	359954-IN	234.42
10 0010 2600 000 0000 618	24x24x2 filters	212.16
10 0010 2600 000 0000 618	9x21.5x1 filter	22.26
Vendor Name	NEBRASKA AIR FILTER, INC.	<u>234.42</u>
O'KEEFE ELEVATOR COMPANY	477972	355.68
10 0010 2600 000 0000 432	August Elevator Maintenance Agmt	355.68
Vendor Name	O'KEEFE ELEVATOR COMPANY	<u>355.68</u>
PLUMB SUPPLY/RIBACK SUPPLY	5524239	140.80
10 0010 2600 000 0000 618	Faucet for WIS Nurse Restroom	140.80
Vendor Name	PLUMB SUPPLY/RIBACK SUPPLY	<u>140.80</u>
PRINCIPAL FINANCIAL GROUP	101818PFG	156.32
10 0010 1000 100 8018 270	Retiree Dental Insurance - 11/2018	156.32
Vendor Name	PRINCIPAL FINANCIAL GROUP	<u>156.32</u>
PRO LAWNS & LANDSCAPING, LLC	3648	1,145.00
10 0010 2600 000 0000 432	BB Field Landscaping/Heavy Equipment Op.	1,145.00
Vendor Name	PRO LAWNS & LANDSCAPING, LLC	<u>1,145.00</u>
PROMOTIONAL CONCEPTS	239362	591.08
10 0010 1000 100 8203 612	Rally Towels via PTO	591.08
Vendor Name	PROMOTIONAL CONCEPTS	<u>591.08</u>
QUILL CORP.	1695703	284.90
10 2020 1000 100 0000 612	CASES OF WHITE PAPER FOR THE MS	284.90
QUILL CORP.	1880434	464.85
10 1901 1000 100 0000 612	White Copy Paper for IPS	309.90
10 1902 1000 100 0000 611	White Copy Paper for WIS	154.95
Vendor Name	QUILL CORP.	<u>749.75</u>

14

RED OAK BOARD REPORT

Account Number	Invoice Number	Detail Description	Amount
R.K. BELT AND SONS, INC. 10 0020 2700 000 0000 434	7738	Ford F150 Alternator	312.38
R.K. BELT AND SONS, INC. 10 0020 2700 000 0000 434	77406	Chevy Van Battery	156.90
Vendor Name R.K. BELT AND SONS, INC.			<u>469.28</u>
RAY MARTIN COMPANY 10 0010 2600 000 0000 432	7661	Repair of IPS Gym A/C Unit	1,862.37
Vendor Name RAY MARTIN COMPANY			<u>1,862.37</u>
RED OAK DIESEL CLINIC INC. 10 0020 2700 000 0000 618	1165	Stanadyne Additive for Diesel Buses	104.04
Vendor Name RED OAK DIESEL CLINIC INC.			<u>104.04</u>
RED OAK EXPRESS 10 0010 2572 000 0000 540	100818ROE	1 Year Subscription - Admin Office	36.95
RED OAK EXPRESS 10 0010 2572 000 0000 540	ROCSAdv92018	Para/Sub Advertising 9/2018	89.00
RED OAK EXPRESS 10 0010 2572 000 0000 540	ROCSLEGALS92018	September Board Meeting Info	327.94
Vendor Name RED OAK EXPRESS			<u>453.89</u>
RED OAK SCHOOLS HOT LUNCH 10 0010 1942 000 0000	101218GF	Lunch Account Reimbursement	50.00
Vendor Name RED OAK SCHOOLS HOT LUNCH			<u>50.00</u>
RIEMAN MUSIC, INC. 10 2020 2600 100 8202 430	2787809/2787816	ESTIMATE TO REPAIR A MIDDLE SCHOOL OWNED	180.00
10 2020 2600 100 8202 430		ESTIMATE TO REPAIR A MIDDLE SCHOOL OWNED	65.00
RIEMAN MUSIC, INC. 10 2020 1000 110 0000 612	2814629	SANIMIST, 32 OZ. FOR MIDDLE SCHOOL BAND.	115.00
Vendor Name RIEMAN MUSIC, INC.			<u>196.60</u>
ROGERS PLUMBING & HEATING 10 0010 2600 000 0000 432	29378	IPS Ice Machine Repair	481.20
Vendor Name ROGERS PLUMBING & HEATING			<u>481.20</u>
SCHMITT MUSIC 10 2020 1920 100 8202 612	M872750	ESTIMATE TO REPAIR MIDDLE SCHOOL BAND IN	113.00
Vendor Name SCHMITT MUSIC			<u>113.00</u>
SCHOLASTIC BOOK FAIRS-8 10 1901 1000 100 8001 612	3849576	CLASSROOM BOOKS	29.95
SCHOLASTIC BOOK FAIRS-8 10 1901 2222 000 0000 643	W3849576BF	Scholastic Book Fair	1,820.76
SCHOLASTIC BOOK FAIRS-8	W3849576BFpt		1,697.43
	o		

15

RED OAK BOARD REPORT

Vendor Name	Invoice Number	Amount
Account Number	Detail Description	Amount
10 0010 1000 100 8203 612	IPS Book Fair - PTO	1,697.43
SCHOLASTIC BOOK FAIRS-8	W4114200BF	1,377.86
10 1902 2222 000 0000 643	Scholastic Book Fair	1,377.86
SCHOLASTIC BOOK FAIRS-8	W4114200BFpt	926.44
	o	
10 0010 1000 100 8203 612	WIS Book Fair - PTO	926.44
Vendor Name SCHOLASTIC BOOK FAIRS-8		<u>5,852.44</u>
SCHOLASTIC CLASSROOM MAGAZINES	M6671910	292.29
10 3230 2222 000 0000 644	Scholastic Action magazine	265.72
10 3230 2222 000 0000 644	Shipping	26.57
Vendor Name SCHOLASTIC CLASSROOM MAGAZINES		<u>292.29</u>
SCHOOL ADMINISTRATORS OF IOWA	300004027	50.00
10 0010 2310 000 0000 810	SAI Executive Leadership Membership	50.00
Vendor Name SCHOOL ADMINISTRATORS OF IOWA		<u>50.00</u>
SCHOOL BUS SALES	72039	259.27
10 0020 2700 000 0000 618	Windshield for Bus #11	259.27
SCHOOL BUS SALES	72266	340.98
10 0020 2700 000 0000 618	Head Lamp Assembly	340.98
Vendor Name SCHOOL BUS SALES		<u>600.25</u>
SCHOOL SPECIALTY LATTA DIV.	208121706117	72.60
10 0010 1000 100 3373 618	Grade Books	72.60
SCHOOL SPECIALTY LATTA DIV.	308103173429	291.01
10 3230 1000 100 0000 612	School Smart 1/5 cut manila file folders	57.16
10 3230 1000 100 0000 612	School Smart Railroad Board, pack of 25	35.67
10 3230 1000 100 0000 612	School Smart binder clips, 1 1/4 in., pa	4.56
10 3230 1000 100 0000 612	School Smart 3 x 5 ruled index cards, pa	2.10
10 3230 1000 100 0000 612	School Smart glue sticks, .28 oz, pack o	3.75
10 3230 1000 100 0000 612	School Smart multipocket chart, 35 pocke	43.28
10 3230 1000 100 0000 612	School Smart colored pencils, pack of 12	29.88
10 3230 1000 100 0000 612	School Smart tank style highlighters, pa	27.72
10 3230 1000 100 0000 612	Expo low odor dry erase markers, pack of	50.49
10 3230 1000 100 0000 612	School Smart sticky notes, pastel, pack	13.48
10 3230 1000 100 0000 612	School Smart 1/5 cut hanging file folder	12.99
10 3230 1000 100 0000 612	School Smart binder clips, 2 inch, pack	9.93
Vendor Name SCHOOL SPECIALTY LATTA DIV.		<u>363.61</u>
SOCS/FES	9953	405.00
10 0010 2236 000 0000 536	October 2018 Webhosting	405.00
Vendor Name SOCS/FES		<u>405.00</u>

16

RED OAK BOARD REPORT

Account Number	Invoice Number	Detail Description	Amount	Amount
STERLING COMPUTERS	SO-0044966		1,500.00	
10 0010 2235 000 0000 618	AC Adapter (60 total)			1,500.00
Vendor Name	STERLING COMPUTERS			<u>1,500.00</u>
SUBBERT, KAREN	100418KS		137.71	
10 1901 1000 100 8001 612	REIMBURSEMENT FOR CLASSROOM SUPPLIES			137.71
Vendor Name	SUBBERT, KAREN			<u>137.71</u>
UNITED FARMERS COOPERATIVE	334270		13.38	
10 0010 2600 000 0000 618	TC Roof Repair Supplies			13.38
UNITED FARMERS COOPERATIVE	334622		10.78	
10 0010 2600 000 0000 618	Football Field Supplies			10.78
UNITED FARMERS COOPERATIVE	334727		49.78	
10 0010 2600 000 0000 618	Football Field Supplies			49.78
UNITED FARMERS COOPERATIVE	334965		17.52	
10 0010 2600 000 0000 618	Football Field Supplies			17.52
UNITED FARMERS COOPERATIVE	335473		45.15	
10 0010 2600 000 0000 618	MS Bathroom Stall Repair			45.15
UNITED FARMERS COOPERATIVE	335531		2.98	
10 0010 2600 000 0000 618	Webster Keys for Admin Office			2.98
UNITED FARMERS COOPERATIVE	93018UFMC-2		4,499.44	
10 0020 2700 000 0000 626	Ethanol Buses - 9/2018			711.86
10 0020 2700 000 0000 626	Truck/Utility Fuel - 9/2018			203.24
10 0020 2700 000 0000 627	Diesel Buses - 9/2018			906.57
10 0010 2700 217 3303 626	Sped Ethanol - 9/2018			900.91
10 0010 2700 217 3303 627	Sped Diesel - 9/2018			116.86
10 0020 2700 000 0000 628	Propane Buses - 9/2018			1,660.00
Vendor Name	UNITED FARMERS COOPERATIVE			<u>4,639.03</u>
UNIVERSITY OF IOWA	100818UOI		350.00	
10 3230 1000 100 0000 565	College Tuition Fees			350.00
Vendor Name	UNIVERSITY OF IOWA			<u>350.00</u>
VALLEY NEWS TODAY	101018VN		74.50	
10 0010 2572 000 0000 540	One Year Subscription - Admin Center			74.50
Vendor Name	VALLEY NEWS TODAY			<u>74.50</u>
WATKINS TRUE VALUE	10519431		35.78	
10 0010 2600 000 0000 618	HS Classroom Lock Hasp			35.78
WATKINS TRUE VALUE	10519437		73.55	
10 0010 2600 000 0000 618	HS Cafeteria Cable Cord Repair			73.55
WATKINS TRUE VALUE	10519444		12.99	
10 0010 2600 000 0000 618	WIS Soap Dispenser Batteries			12.99
WATKINS TRUE VALUE	10519493		1.99	
10 0010 2600 000 0000 618	WIS Playground Repair Supplies			1.99
WATKINS TRUE VALUE	10519525		13.08	
10 0010 2600 000 0000 618	HS Fan Repair Supplies			13.08
WATKINS TRUE VALUE	10519527		(9.49)	
10 0010 2600 000 0000 618	Returned Hose			(9.49)
WATKINS TRUE VALUE	10519541		19.99	

17

RED OAK BOARD REPORT

Account Number	Invoice Number	Detail Description	Amount
10 0010 2235 000 0000 618		Velco for Computer Hardware	19.99
WATKINS TRUE VALUE	10519562		6.32
10 0010 2600 000 0000 618		Plumbing Supplies	6.32
WATKINS TRUE VALUE	10519637		39.98
10 0010 2600 000 0000 618		Wet Floor Signs	39.98
WATKINS TRUE VALUE	10519679		26.97
10 0010 2600 000 0000 618		IPS Classroom Faucet Repair	26.97
WATKINS TRUE VALUE	10519723		9.59
10 0010 2600 000 0000 618		MS Sump Pump Repair Supplies	9.59
WATKINS TRUE VALUE	10519746		52.55
10 0010 2600 000 0000 618		Tech Center Roof Repair Supplies	52.55
WATKINS TRUE VALUE	10519785		32.99
10 0010 2600 000 0000 618		Paint for Field House	32.99
WATKINS TRUE VALUE	10519819		13.18
10 0010 2600 000 0000 618		Adapter Plate for MS Classroom	13.18
WATKINS TRUE VALUE	20091818		10.87
10 0010 2600 000 0000 618		WIS Fence Repair	10.87
WATKINS TRUE VALUE	30091718		44.99
10 0010 2600 000 0000 618		Hose for HS Classroom	44.99
WATKINS TRUE VALUE	6091918		11.99
10 0010 2600 000 0000 618		Sprayer Valve for Football Field	11.99
WATKINS TRUE VALUE	7091418		49.98
10 0010 2600 000 0000 618		Sped Privacy Curtain	49.98
WATKINS TRUE VALUE	92218WTV		40.49
10 3230 1300 370 0000 612		14 Gauge Wire	40.49
Vendor Name	WATKINS TRUE VALUE		<u>487.79</u>
WILSON PERFORMING ARTS CENTER	147		49.92
10 3230 1000 100 0000 612		HS Printing/Copies - 9/2018	49.92
Vendor Name	WILSON PERFORMING ARTS CENTER		<u>49.92</u>
WOODRIVER ENERGY LLC	166006		1,124.70
10 3230 2600 000 0000 621		HS Natural Gas - 9/2018	265.93
10 2020 2600 000 0000 621		MS Natural Gas - 9/2018	150.20
10 1901 2600 000 0000 621		IPS Natural Gas - 9/2018	610.82
10 1902 2600 000 0000 621		WIS Natural Gas - 9/2018	97.75
Vendor Name	WOODRIVER ENERGY LLC		<u>1,124.70</u>
Fund Number	10		<u>44,127.93</u>
Checking Account ID	1	Fund Number	33
4G STEEL FABRICATION		930184GHS	
33 0010 4700 000 0000 450		HS Steel Work - 9/2018	180,525.60
Vendor Name	4G STEEL FABRICATION		<u>180,525.60</u>
ALLEY, POYNER, MACCHIETTO, ARCHITECTURE, INC	17001-11		26,393.43
33 0010 4700 000 0000 450		Architectural Services - 9/2018	26,393.43
Vendor Name	ALLEY, POYNER, MACCHIETTO, ARCHITECTURE, INC		<u>26,393.43</u>
ATLAS STEEL ERECTION, INC.	93018ASEHS		25,270.00
33 0010 4700 000 0000 450		HS Steel Work for Gym - 9/2018	25,270.00

18



RED OAK BOARD REPORT

Vendor Name	Invoice Number	Amount
Account Number	Detail Description	Amount
Vendor Name ATLAS STEEL ERECTION, INC.		<u>25,270.00</u>
BIL-DEN GLASS 33 0010 4700 000 0000 450	93018BGHS HS Labor and Materials - 9/2018	95,000.00 95,000.00 <u>95,000.00</u>
Vendor Name BIL-DEN GLASS		
BOYD JONES CONSTRUCTION COMPANY 33 0010 4700 000 0000 450	93018BJHS HS Construction Services - 9/2018	146,700.88 146,700.88
BOYD JONES CONSTRUCTION COMPANY 33 0010 4700 000 0000 450	93018BJIPS IPS Construction Services - 9/2018	46,721.90 46,721.90 <u>46,721.90</u>
Vendor Name BOYD JONES CONSTRUCTION COMPANY		<u>193,422.78</u>
BUILDING CRAFTS, INC. 33 0010 4700 000 0000 450	93018BCHS HS Interior Carpentry - 9/2018	106,721.10 106,721.10
BUILDING CRAFTS, INC. 33 0010 4700 000 0000 450	93018BCIPS IPS Carpentry Services - 9/2018	26,379.60 26,379.60 <u>26,379.60</u>
Vendor Name BUILDING CRAFTS, INC.		<u>133,100.70</u>
CAMBLIN MECHANICAL INC 33 0010 4700 000 0000 450	91418CMHS HS Labor and Materials for 9/2018	253,755.77 253,755.77
CAMBLIN MECHANICAL INC 33 0010 4700 000 0000 450	91518CMIPS IPS Fabric., Labor, Materials - 9/2018	4,492.36 4,492.36 <u>4,492.36</u>
Vendor Name CAMBLIN MECHANICAL INC		<u>258,248.13</u>
CORESLAB STRUCTURES 33 0010 4700 000 0000 450	93018CSHS HS Engineering, Labor, Materials - 9/201	557,521.00 557,521.00
Vendor Name CORESLAB STRUCTURES		<u>557,521.00</u>
CRAIN CONSTRUCTION 33 0010 4700 000 0000 450	92318CCHS HS Labor, Material, Construction 9/2018	33,668.00 33,668.00
CRAIN CONSTRUCTION 33 0010 4700 000 0000 450	92318CCIPS IPS Site and Utilities - 9/2018	10,507.00 10,507.00 <u>10,507.00</u>
Vendor Name CRAIN CONSTRUCTION		<u>44,175.00</u>
DREES HEATING & PLUMBING, INC. 33 0010 4700 000 0000 450	92118DHPHS HS Electrical, Heat, Plumbing - 9/2018	142,201.45 142,201.45
DREES HEATING & PLUMBING, INC. 33 0010 4700 000 0000 450	92118DHPIPS IPS Electrical, Heat, Materials 9/2018	5,295.15 5,295.15 <u>5,295.15</u>
Vendor Name DREES HEATING & PLUMBING, INC.		<u>147,496.60</u>
GALASKA & SON, INC. 33 0010 4700 000 0000 450	92418GSIHS HS Interior Carpet and Tile Work-9/2018	11,875.00 11,875.00
Vendor Name GALASKA & SON, INC.		<u>11,875.00</u>

19

RED OAK BOARD REPORT

Vendor Name	Invoice Number	Amount
Account Number	Detail Description	Amount
HILSABECK SCHACHT, INC.	92518HSIHS	28,006.48
33 0010 4700 000 0000 450	HS Framing, Labor, Materials - 9/2018	28,006.48
Vendor Name HILSABECK SCHACHT, INC.		<u>28,006.48</u>
J. F. AHERN	93018JFAIPS	15,864.05
33 0010 4700 000 0000 450	IPS Design, Labor, Materials - 9/2018	15,864.05
Vendor Name J. F. AHERN		<u>15,864.05</u>
MONTGOMERY COUNTY RECORDER	101818MCR	12.50
33 0010 4700 000 0000 450	Copies of Deeds for Middle School	12.50
Vendor Name MONTGOMERY COUNTY RECORDER		<u>12.50</u>
O'KEEFE ELEVATOR COMPANY	93018OEHS	13,366.00
33 0010 4700 000 0000 450	HS Elevator w/Install - 9/2018	13,366.00
Vendor Name O'KEEFE ELEVATOR COMPANY		<u>13,366.00</u>
PIETZMEIER DEMOLITION & CONCRETE CUTTING, INC.	93018PDCCHS	28,310.00
33 0010 4700 000 0000 450	HS Concrete Services - 9/2018	28,310.00
Vendor Name PIETZMEIER DEMOLITION & CONCRETE CUTTING, INC.		<u>28,310.00</u>
PRECISION CONCRETE SERVICES, INC	93018PCCHS	128,843.75
33 0010 4700 000 0000 450	HS Foundation, Elevator Pit - 9/2018	128,843.75
PRECISION CONCRETE SERVICES, INC	93018PCSIPS	24,937.50
33 0010 4700 000 0000 450	IPS Concrete Services - 9/2018	24,937.50
Vendor Name PRECISION CONCRETE SERVICES, INC		<u>153,781.25</u>
SEEDORFF MASONRY, INC.	93018SMHS	44,099.00
33 0010 4700 000 0000 450	HS Masonry, Labor, Materials - 9/2018	44,099.00
Vendor Name SEEDORFF MASONRY, INC.		<u>44,099.00</u>
SMITH BROTHERS MASONRY, INC.	92518SBMIPS	81,747.50
33 0010 4700 000 0000 450	IPS Masonry Services - 9/2018	81,747.50
Vendor Name SMITH BROTHERS MASONRY, INC.		<u>81,747.50</u>
SUMMIT FIRE PROTECTION	93018SFPHS	35,583.42
33 0010 4700 000 0000 450	HS Fire System, Labor, Materials 9/2018	35,583.42
Vendor Name SUMMIT FIRE PROTECTION		<u>35,583.42</u>
THIELE GEOTECH, INC.	64702HS	3,044.75
33 0010 4700 000 0000 450	HS Specialized Concrete Testing - 9/2018	3,044.75
THIELE GEOTECH, INC.	64703IPS	5,008.25
33 0010 4700 000 0000 450	Specialized Concrete Testing 9/2018	5,008.25

Vendor Name	Invoice Number	Amount
Account Number	Detail Description	Amount
Vendor Name THIELE GEOTECH, INC.		8,053.00
Fund Number 33		<u>2,081,851.44</u>
Checking Account ID 1		2,125,979.37
Checking Account ID 3	Fund Number 21	STUDENT ACTIVITY FUND
ANDERSON, MIKE	101518MA	75.00
21 0010 1400 920 6720 320	MS FB OFFICIAL	<u>75.00</u>
Vendor Name ANDERSON, MIKE		75.00
ATLANTIC COMMUNITY SCHOOLS	100818ACSD	140.00
21 0010 1400 920 6645 320	XC ENTRY FEE	<u>140.00</u>
Vendor Name ATLANTIC COMMUNITY SCHOOLS		140.00
BARNES DRILL DESIGN	91518BDD	775.00
21 3230 1400 910 6220 618	2018-2019 Band Drill Designer	<u>775.00</u>
Vendor Name BARNES DRILL DESIGN		775.00
BARSELL, SHANE	100818SB	110.00
21 0010 1400 920 6720 320	VAR FB OFFICIAL	<u>110.00</u>
Vendor Name BARSELL, SHANE		110.00
BIRD, MATT	101518MB	75.00
21 0010 1400 920 6720 320	MS FB OFFICIAL	<u>75.00</u>
Vendor Name BIRD, MATT		75.00
BLACKMAN, KEN	100918KB	490.35
21 0010 1400 920 6600 580	Travel/Meal Reimbursements 9/2018	<u>490.35</u>
Vendor Name BLACKMAN, KEN		490.35
BLOMSTEDT, JOHN	101518JB	135.00
21 0010 1400 920 6815 340	FR VB TOURN OFFICIAL	<u>135.00</u>
Vendor Name BLOMSTEDT, JOHN		135.00
BRYCE, TAYLOR	100818BT	110.00
21 0010 1400 920 6720 320	VAR FB OFFICIAL	<u>110.00</u>
Vendor Name BRYCE, TAYLOR		110.00
BUSINESS PROFESSIONALS OF AMERICA	2875	420.00
21 3230 1400 950 7408 618	BPA Leadership Conference	<u>420.00</u>
Vendor Name BUSINESS PROFESSIONALS OF AMERICA		420.00
COLE, JON	101518JC	75.00
21 0010 1400 920 6720 320	MS FB OFFICIAL	<u>75.00</u>
Vendor Name COLE, JON		75.00
DAVIS, KELLY	101818KD	110.00
21 0010 1400 920 6720 320	VAR. FB OFFICIAL	<u>110.00</u>
Vendor Name DAVIS, KELLY		110.00
DISTRICT 8 FCCLA	100418	35.00

21

RED OAK BOARD REPORT

Vendor Name	Invoice Number	Amount
Account Number	Detail Description	Amount
21 3230 1400 950 7410 320	District dues	35.00
Vendor Name DISTRICT 8 FCCLA		<u>35.00</u>
DONER, DANIEL	100818DD	110.00
21 0010 1400 920 6720 320	VAR FB OFFICIAL	110.00
Vendor Name DONER, DANIEL		<u>110.00</u>
DOYLE, JIM	101818	105.00
21 0010 1400 920 6815 340	VAR. VB OFFICIAL	105.00
Vendor Name DOYLE, JIM		<u>105.00</u>
FAREWAY FOOD STORES	25506	95.38
21 0010 1400 920 6815 618	VB HOSPITALITY	95.38
Vendor Name FAREWAY FOOD STORES		<u>95.38</u>
FIRST BANKCARD	100518FBC#1-14	12.00
21 3230 1400 950 7426 618	Neon Powder	12.00
FIRST BANKCARD	100518FBC#1-6	238.33
21 3230 1400 950 7421 618	2018-2018 Homecoming Supplies	238.33
FIRST BANKCARD	100518FBC#3-1	185.87
21 3230 1400 950 7421 618	Homecoming Supplies	185.87
FIRST BANKCARD	100518FBC#3-2	73.97
21 3230 1400 950 7421 618	Homecoming Supplies	73.97
FIRST BANKCARD	100518FBC#4-1	440.00
21 3230 1400 950 7407 618	National FFA Parking	90.00
21 3230 1400 950 7407 618	National FFA Concert	350.00
FIRST BANKCARD	FBC##-4	93.00
21 2020 1400 910 6220 618	ONLINE REGISTRATION FOR SWIBA MIDDLE SCH	93.00
Vendor Name FIRST BANKCARD		<u>1,043.17</u>
GERBERT, RON	101518RG	75.00
21 0010 1400 920 6720 320	MS FB OFFICIAL	75.00
Vendor Name GERBERT, RON		<u>75.00</u>
GLENWOOD HIGH SCHOOL	100818GHS	75.00
21 0010 1400 920 6815 340	FR. ENTRY FEE	75.00
Vendor Name GLENWOOD HIGH SCHOOL		<u>75.00</u>
HY VEE FOOD STORES	101518HV	25.63
21 3230 1400 950 7421 618	Sophomore Supplies for HC Float	25.63
HY VEE FOOD STORES	101518HV-6	7.91
21 3230 1400 950 7421 618	Homecoming Supplies for Float	7.91
HY VEE FOOD STORES	101518HV-7	202.77
21 3230 1400 950 7421 618	Homecoming Dance Supplies	202.77
Vendor Name HY VEE FOOD STORES		<u>236.31</u>

22

RED OAK BOARD REPORT

Vendor Name	Invoice Number	Amount
Account Number	Detail Description	Amount
IA GIRLS H.S. ATHLETIC UNION	101918IGHSAU	1,272.00
21 0010 1400 920 6815 340	REG. VB HOST	1,272.00
Vendor Name IA GIRLS H.S. ATHLETIC UNION		<u>1,272.00</u>
IOWA CHORAL DIRECTORS ASSOC. INC	101818	70.00
21 2020 1400 910 6221 618	REGISTRATION FOR TWO MIDDLE SCHOOL STUDE	70.00
Vendor Name IOWA CHORAL DIRECTORS ASSOC. INC		<u>70.00</u>
IOWA WRESTLING COACHES & OFFICIALS ASSOC	100818IWCOA	454.00
21 0010 1400 920 6790 320	MEMBERSHIP	50.00
21 0010 1400 920 6790 320	TOURNAMENT PARKING	89.00
21 0010 1400 920 6790 320	CONVENTION	315.00
Vendor Name IOWA WRESTLING COACHES & OFFICIALS ASSOC		<u>454.00</u>
KENNON, MIKE	101818MK	110.00
21 0010 1400 920 6720 320	VAR FB OFFICIAL	110.00
Vendor Name KENNON, MIKE		<u>110.00</u>
KRUSE, NATHAN	100818NK	110.00
21 0010 1400 920 6720 320	VAR FB OFFICIAL	110.00
Vendor Name KRUSE, NATHAN		<u>110.00</u>
LEWIS CENTRAL ACTIVITIES	101318LCSD	90.00
21 0010 1400 920 6815 340	VAR VB ENTRY FEE	90.00
Vendor Name LEWIS CENTRAL ACTIVITIES		<u>90.00</u>
LONG, JOHN	100818JL	110.00
21 0010 1400 920 6720 320	VAR FB OFFICIAL	110.00
Vendor Name LONG, JOHN		<u>110.00</u>
MCCLAREN, TOM	101818TM	110.00
21 0010 1400 920 6720 320	VAR FB OFFICIAL	110.00
Vendor Name MCCLAREN, TOM		<u>110.00</u>
NAHNSEN, JOHN	100818JN	135.00
21 0010 1400 920 6815 340	FR TOURN. OFFICIAL	135.00
Vendor Name NAHNSEN, JOHN		<u>135.00</u>
NELSON, BILL	101818BN	110.00
21 0010 1400 920 6720 320	VAR FB OFFICIAL	110.00
Vendor Name NELSON, BILL		<u>110.00</u>
O'BRIEN, JASON	101818JOB	110.00
21 0010 1400 920 6720 320	VAR FB OFFICIAL	110.00
Vendor Name O'BRIEN, JASON		<u>110.00</u>
URBAN, JIM	100818JU	135.00
21 0010 1400 920 6815 340	FR. TOURN OFFICIAL	135.00
Vendor Name URBAN, JIM		<u>135.00</u>
WATKINS TRUE VALUE	10519773	16.99

23

10/19/2018 01:54 PM

Vendor Name	Invoice Number	Amount
Account Number	Detail Description	Amount
21 3230 1400 950 7421 618	Supplies for Sophomore HC Float	16.99
WATKINS TRUE VALUE	1091818	88.04
21 3230 1400 950 7421 618	9th Grade HC Float Supplies	88.04
WATKINS TRUE VALUE	5091518	63.29
21 3230 1400 950 7421 618	Supplies for Senior HC Float	63.29
Vendor Name WATKINS TRUE VALUE		<u>168.32</u>
WILLIAMS, CINDY	101818CW	105.00
21 0010 1400 920 6815 340	VAR. VB OFFICIAL	105.00
Vendor Name WILLIAMS, CINDY		<u>105.00</u>
Fund Number 21		<u>7,379.53</u>
Checking Account ID 3		<u>7,379.53</u>

24

RED OAK COMMUNITY SCHOOLS 2018 SEPTEMBER RECONCILIATION REPORT

	GENERAL FUND	MANAGEMENT	PHYSICAL PLANT	AND DEBT SERVICE	SAVE TAXES HSB	SAVE TAXES ISJIT	BEFORE/AFTER SCHOOL
Beg. Balance 09-01-2018	\$ 2,258,394.82	\$ 2,062,000.11	\$ 1,358,101.79	\$ 487,123.69	\$ 709,069.35	\$ 26,309,058.26	\$ -
Revenue	\$ 1,247,336.16	\$ 16,375.60	\$ 57,069.97	\$ 97,980.76	\$ 1,583,887.57	\$ 41,548.52	\$ 3,425.00
Expenditure	\$ 931,005.21	\$ 23,704.50	\$ 3,576.00	\$ 300.00	\$ 1,489,229.47	\$ 1,500,000.00	\$ -
Balance 09-30-2018	\$ 2,574,725.77	\$ 2,054,671.21	\$ 1,411,595.76	\$ 584,804.45	\$ 803,727.45	\$ 24,850,606.78	\$ 3,425.00

Balance 09-30-2017	\$ 1,863,365.16	\$ 2,177,800.52	\$ 842,278.20	\$ 60,901.87	\$ 1,595,054.49	\$ -	\$ -
--------------------	-----------------	-----------------	---------------	--------------	-----------------	------	------

Checking Account .50%	Checking Account	\$ 8,724,652.82					
Money Market Account .85%	Savings Account	\$ -					
	ISJIT	\$ 24,850,606.78					
	Petty Cash	\$ 150.00					
	Outstanding Che	\$ 1,291,853.18					
		\$ 32,283,556.42					

	ACTIVITY FUND	NUTRITION FUND
Beg. Balance 09-01-2018	\$ 155,081.78	\$ 179,382.30
Revenue	\$ 21,372.20	\$ 36,338.06
Expenditure	\$ 19,689.76	\$ 67,892.42
Balance 09-30-2018	\$ 156,764.22	\$ 147,827.94

Balance 09-30-2017	\$ 168,368.49	\$ 185,160.88
--------------------	---------------	---------------

Checking Account .50%	\$ 169,548.64	\$ 208,281.67
Petty Cash Boxes	\$ 1,200.00	\$ 0.26
Outstanding cks	\$ 13,984.42	\$ 60,453.99
Book Balance	\$ 156,764.22	\$ 147,827.94

25

**PHYSICAL PLANT AND EQUIPMENT LEVY**

	2015-2016	2016-2017	2017-2018	2018-2019
Beginning Balance (July 1)	\$97,414.16	\$942,659.58	\$962,988.26	\$1,389,677.88
<b>Add: Revenue</b>				
Property Taxes	\$113,902.63	\$142,180.82	\$303,064.36	\$57,298.46
Voted PPEL	\$405,620.88	\$403,785.51	\$766,427.47	\$3,620.89
Voted PPEL Surtax	\$432,871.98	\$48,310.93	\$18,917.18	\$3,989.89
Utility Replacement Tax (SAVE)	\$4,252.46	\$20,472.15	\$11,571.76	\$3,989.89
Utility Replacement Tax (SAVE)	\$16,404.76	\$38.54	\$17,287.86	\$7,245.55
Mobile Home Tax	\$54.91	\$58.26	\$72.45	\$7.77
Voted PPEL Mobile Home	\$199.39	\$112.48	\$201.55	\$166.64
Military Credit (SAVE)	\$45.25	\$2.78	\$156.64	\$146.37
Commercial Industrial tax	\$164.01	\$2,597.96	\$7,234.85	\$4,686.09
Commercial Ind. Voted PPEL	\$12,858.62	\$9,243.50	\$4,686.09	\$1,762.81
Interest	\$82.99	\$2,265.68	\$5,288.48	
Donations	\$3,520.00			
Prior Year Expenditure				
ERATE Reimbursement			\$11,658.17	
Subtotal	\$989,690.48	\$1,471,467.17	\$667,994.86	\$62,795.59
EMC Insurance				
MS Water Damage				
SM/Right Damage (Storm)				
Refund of Prior Year Expenditure				
Subtotal	\$989,690.48	\$1,471,467.17	\$667,994.86	\$62,795.59
<b>TOTAL AVAILABLE FUND</b>	<b>\$1,082,104.64</b>	<b>\$1,471,467.17</b>	<b>\$1,690,973.12</b>	<b>\$1,451,583.47</b>
<b>LESS: Expenditures</b>				
1. Reimbursements	\$24,887.00	\$4,700.00	\$1,983.75	\$5,058.63
2. Sterling Computers [5]	\$3,989.90	\$3,416.00	\$1,463.17	\$11,000.00
3. School Bldg	\$3,125.12	\$7,650.00	\$10,279.89	\$7,800.00
4. Stereonophore	\$5,333.67	\$13,490.00	\$835.69	\$7,500.00
5. Software Unlimited	\$7,600.00	\$1,740.00	\$959.57	\$10,056.00
6. Portable Unlmted	\$6,900.00	\$4,180.00	\$16,474.00	\$7,400.00
7. ADA Ramps at Rtg Field	\$18,985.00	\$325.00	\$14,606.00	\$13,927.72
8. Ectheract const./Rt Field	\$9,885.00	\$5,547.00	\$75,090.00	\$13,200.00
9. Sellers Const. Floor Tiles	\$2,000.00	\$1,668.86	\$935.10	\$8,092.10
10. Moore Music, Trombone	\$17,603.00	45. Council Bluffs rent	\$1,929.62	\$35,927.75
11. Simplex-Fire Alarm Panel	\$57,005.00	School Instruments	\$11,621.19	\$99,570.00
12. Frontline Technologies AESOP	\$3,150.64	12. Rogers Plumbing MS	\$1,131.30	\$9,215.42
13. Red Oak Diesel Bus #1A repair	\$2,590.71	13. Elmo Document Camera	\$1,142.77	\$2,560.00
14. Trebon-Sophos Enduser Repa	\$4,088.00	14. Snow Blower tractor	\$531.11	\$1,380.60
15. Forecast 5 Analytics, Inc	\$10,500.00	15. JD Mower	\$4,654.45	\$1,381.20
16. Granger 2-Ind. Dehumidifiers MS	\$2,076.00	16. Heat Exchanger	\$6,250.00	\$2,763.32
17. Site. Athletics- Mats/Wt room	\$7,541.36	17. PowerEdge R730d Server	\$50,411.00	\$1,400.00
18. Granger 2-Ind. Dehumidifiers HS	\$2,547.15	18. JD Gator	\$4,978.07	\$11,600.00
19. Orval Electric/Install Door Closures	\$4,222.78	19. JD V Blade	\$14,519.71	\$1,448.18
20. Infinite Campus-support	\$16,695.00	20. Suburban 1GN...GRH164160	\$41,672.00	\$10,140.00
21. Council Bluffs school- sp Ed rent	\$7,675.22	21. Suburban 1GN...JHR164533	\$41,672.00	\$16,054.00
22. Montgomery Co. Building Rental	\$264.00	22. Mckee Uddle	\$16,611.50	\$1,662.50
23. Montgomery Co. Building Rental	\$261.00	23. Sterling Comp. Access points	\$14,608.00	\$2,400.00
24. Cybernetic-Maintenance Serv.	\$3,890.00	24. Alley, Payne, Macc (Lighting)	\$1,490.00	\$1,350.00
25. Magill-Vision Screener	\$1,541.75	25. Boyd Jones/ADA Compl	\$19,439.35	\$4,143.88
26. Sellers Construction-Wt room	\$7,300.00	26. REL, MS Lift	\$37,891.25	\$1,260.00
27. Maintenance Agreement	\$461.00	27. Camlin Mech.-MEA Compl.	\$14,014.45	
28. Montgomery Co. Building Rental	\$61.00	28. Mckee	\$35,387.50	
29. Montgomery Co. Building Rental (2)	\$6,130.97	29. 3 mo rent to CB Sp Ed	\$3,156.63	
30. Council Bluffs school- sp Ed Rental	\$16,694.00	30. Alley, Payne, Macc (Boiler Pro	\$1,860.20	
31. REW Service-HS Thermal Sys. Install.	\$22,479.00	31. Rent to CB Sp Ed	\$1,025.66	
32. Red Oak Dr. It Center-Equipped Fencing	\$10,013.07	32. Boyd Jones/ADA Project	\$16,463.68	
33. Sterling Computers-Equipped	\$16,500.00	33. REW Services-Asbestos	\$5,596.00	
34. O Neill Electric HS thermal Insulation	\$6,741.00	34. Sophs server	\$2,048.10	
35. Sp Ed Rent, Council Bluffs	\$243,976.94	35. Computer Info Infinite Campus	\$16,658.00	
Subtotal	\$893,128.90		\$249,221.92	\$39,967.71
Cash Balance			\$1,287,751.20	\$1,411,985.76

26



LOCAL OPTION SALES TAX----- ONE CENT SALES TAX--SILO TAX

	2015-2016	2016-2017	2017-2018	2018-2019	GO/New Bonds	
2015-2016	\$3,318,603	\$9,860,450	\$3,662,867	\$738,395	\$8,533,814	
2016-2017				\$254,749		\$30,045,729
2017-2018				\$954		\$4,391,395
2018-2019				\$20,446,812		
2019-2020				\$994,038	\$29,051,691	\$25,654,334

<p>2015-2016</p> <p>Beg Balance (July 1)</p> <p>Add: Revenue</p> <p>1. 1c Sales Tax \$902,761</p> <p>2. Interest \$7,147</p> <p>3. Reim Sterling Comp \$79,798</p> <p>Subtotal \$4,308,309</p>	<p>2016-2017</p> <p>Beg Balance (July 1)</p> <p>Add: Revenue</p> <p>1. 1c Sales Tax \$1,171,418</p> <p>2. Interest \$7,875</p> <p>Subtotal \$5,099,743</p>	<p>2017-2018</p> <p>Beg Balance (July 1)</p> <p>Add: Revenue</p> <p>1. 1c Sales Tax \$1,037,136</p> <p>2. Interest \$23,415</p> <p>3. Intra Fund Loan \$260,645</p> <p>4. Intra Fund Loan Int \$3,041</p> <p>5. Bond sales \$8,490,000</p> <p>Subtotal \$4,987,104</p> <p>O'Neal Elec Refund \$1,000</p>	<p>2018-2019</p> <p>Beg Balance (July 1)</p> <p>Add: Revenue</p> <p>1c Sales Tax \$43,814</p> <p>Interest \$260,645</p> <p>Bond sales \$3,041</p> <p>Subtotal \$8,533,814</p>	<p>2019-2020</p> <p>Beg Balance (July 1)</p> <p>LESS: Expenditures</p> <p>1. Computer Lease \$50,599</p> <p>Computer Lease \$19,650</p> <p>Standard &amp; Poor's-Bond Sales \$117,379</p> <p>Transfer to Debt-Int Pymt \$13,248</p> <p>Alley Poyner/Mach \$996</p> <p>Boyd Jones \$2,700,294</p> <p>Construction Payments-June/July \$452</p> <p>Ahlers Cooney \$810</p> <p>Pat Lewis Trucking-Rock \$2,351</p> <p>Control Masters-Tech Door \$232,915</p> <p>Boyd Jones \$1,252,701</p>	<p>2020-2021</p> <p>Beg Balance (July 1)</p> <p>LESS: Expenditures</p> <p>1. Computer Lease \$163,691</p> <p>2. O'Neal Electric \$92,684</p> <p>3. Computer Lease \$11,910</p> <p>4. Camblin Mechanical \$87,012</p> <p>5. O'Neal Electric \$136,984</p> <p>6. Alley Poyner, Arch \$3,310</p> <p>7. Boyd Jones (Boiler Pro) \$20,506</p> <p>8. Boyd Jones (Boiler Pro) \$43,011</p> <p>9. Camblin Mechanical(Boiler Pro) \$152,023</p> <p>10. Alley Poyner, Arch \$522</p> <p>11. Boyd Jones-rem. facilities study \$11,520</p> <p>12. Bankers Trust-Porton bond pymt \$49,089</p> <p>13. O'Neal Electric(Lighting Proj) \$377,483</p> <p>14. Camblin Mechanical(Boiler Pro) \$43,410</p> <p>15. Camblin Mechanical(Boiler Pro) \$3,192</p> <p>16. Alley, Pyner, Arch-copies, conf \$314</p> <p>17. Camblin Mechanical(Boiler Pro) \$14,243</p> <p>18. Camblin Mechanical(Boiler Pro) 19769</p> <p>19 O'Neal Electric(Lightn Proj) \$23,226</p> <p>20.Credit back from Bond Payment -\$153,482</p> <p>Subtotal \$1,376,876</p> <p>Fund Total \$3,662,867</p>	<p>2021-2022</p> <p>Beg Balance (July 1)</p> <p>LESS: Expenditures</p> <p>1. McClure Eng. Lighting Proj. \$1,981</p> <p>2. Computer Lease \$163,691</p> <p>3. Pay Off Bonds \$2,167,070</p> <p>4. Legal Service \$1,820</p> <p>5. Piper Jaffray fees \$127,350</p> <p>6. Alley Poyner, Mach \$398,310</p> <p>7. Iowa Envir. Asbestos \$4,500</p> <p>8. Ahlers-McClure Contract \$868</p> <p>9. Ahlers-Bond Papers \$12,658</p> <p>10. Whitney/ Dorsey Bonds \$5,000</p> <p>11. Geotechnical Explor. \$10,300</p> <p>12. Alley Poyner, Mach. \$213,105</p> <p>13. Ahlers-Legal Services \$597</p> <p>14. Alley, Poyner, Mach. \$140,260</p> <p>15. Alley, Poyner, Mach. \$456,648</p> <p>16. Alley Poyner, Mach. \$252,527</p> <p>17. Alley, Poyner, Mach. \$139,376</p> <p>18. Ahlers Cooney \$85</p> <p>19. McClure Engineering \$15,300</p> <p>20. Thompson Dressen &amp; Dor \$2,500</p> <p>21. Action Movers \$900</p> <p>22. Boyd Jones \$147,356</p> <p>23. Impact 7G \$1,750</p> <p>24. Dreess Heating \$45,819</p> <p>Subtotal \$4,249,769</p> <p>Fund Balance \$738,335</p>
--	--	--	---	--	--	--

<p>2022-2023</p> <p>Beg Balance (July 1)</p> <p>Add: Revenue</p> <p>1. 1c Sales Tax \$902,761</p> <p>2. Interest \$7,147</p> <p>3. Reim Sterling Comp \$79,798</p> <p>Subtotal \$4,308,309</p>	<p>2023-2024</p> <p>Beg Balance (July 1)</p> <p>LESS: Expenditures</p> <p>1. Computer Lease \$163,691</p> <p>2. BLD Architect \$92,684</p> <p>3. BLD Architect \$11,910</p> <p>4. Reynolds Drilling Inc \$6,500</p> <p>5. TDD, Inc. Drilling \$3,300</p> <p>6. Boyd Jones Constr. \$20,130</p> <p>7. Analytic Services \$12,600</p> <p>8. Boyd Jones \$390</p> <p>9. Alley Poyner, Arch \$36,753</p> <p>Design Serv-tlg/Boiler \$1,835</p> <p>10. Alley Poyner, Arch \$1,835</p> <p>Prof Services \$35,445</p> <p>11. Alley Poyner, Arch \$3,000</p> <p>Prof Services \$3,000</p> <p>12. Geotechnical Study \$11,520</p> <p>Thompson Dressen, Dorner \$49,089</p> <p>13. Alley Poyner, Arch \$377,483</p> <p>14. Boyd Jones \$43,410</p> <p>15. Impact 7G \$570</p> <p>14. Boyd Jones \$34,564</p> <p>15. Impact 7G \$570</p> <p>16. Impact 7G \$6,890</p> <p>17. Alley Poyner, Arch \$5,240</p> <p>Subtotal \$447,359</p> <p>TOTAL \$3,860,450</p>	<p>2024-2025</p> <p>Beg Balance (July 1)</p> <p>LESS: Expenditures</p> <p>1. Camblin Mechanical \$119,135</p> <p>2. O'Neal Electric \$261,917</p> <p>3. Computer Lease \$163,691</p> <p>4. Camblin Mechanical \$87,012</p> <p>5. O'Neal Electric \$136,984</p> <p>6. Alley Poyner, Arch \$3,310</p> <p>7. Boyd Jones (Boiler Pro) \$20,506</p> <p>8. Boyd Jones (Boiler Pro) \$43,011</p> <p>9. Camblin Mechanical(Boiler Pro) \$152,023</p> <p>10. Alley Poyner, Arch \$522</p> <p>11. Boyd Jones-rem. facilities study \$11,520</p> <p>12. Bankers Trust-Porton bond pymt \$49,089</p> <p>13. Bankers Trust-Porton bond pymt \$377,483</p> <p>14. O'Neal Electric(Lighting Proj) \$43,410</p> <p>15. Camblin Mechanical(Boiler Pro) \$3,192</p> <p>16. Alley, Pyner, Arch-copies, conf \$314</p> <p>17. Camblin Mechanical(Boiler Pro) \$14,243</p> <p>18. Camblin Mechanical(Boiler Pro) 19769</p> <p>19 O'Neal Electric(Lightn Proj) \$23,226</p> <p>20.Credit back from Bond Payment -\$153,482</p> <p>Subtotal \$1,376,876</p> <p>Fund Total \$3,662,867</p>	<p>2025-2026</p> <p>Beg Balance (July 1)</p> <p>Add: Revenue</p> <p>1. 1c Sales Tax \$1,037,136</p> <p>2. Interest \$23,415</p> <p>3. Intra Fund Loan \$260,645</p> <p>4. Intra Fund Loan Int \$3,041</p> <p>5. Bond sales \$8,490,000</p> <p>Subtotal \$4,987,104</p> <p>O'Neal Elec Refund \$1,000</p>	<p>2026-2027</p> <p>Beg Balance (July 1)</p> <p>LESS: Expenditures</p> <p>1. McClure Eng. Lighting Proj. \$1,981</p> <p>2. Computer Lease \$163,691</p> <p>3. Pay Off Bonds \$2,167,070</p> <p>4. Legal Service \$1,820</p> <p>5. Piper Jaffray fees \$127,350</p> <p>6. Alley Poyner, Mach \$398,310</p> <p>7. Iowa Envir. Asbestos \$4,500</p> <p>8. Ahlers-McClure Contract \$868</p> <p>9. Ahlers-Bond Papers \$12,658</p> <p>10. Whitney/ Dorsey Bonds \$5,000</p> <p>11. Geotechnical Explor. \$10,300</p> <p>12. Alley Poyner, Mach. \$213,105</p> <p>13. Ahlers-Legal Services \$597</p> <p>14. Alley, Poyner, Mach. \$140,260</p> <p>15. Alley, Poyner, Mach. \$456,648</p> <p>16. Alley Poyner, Mach. \$252,527</p> <p>17. Alley, Poyner, Mach. \$139,376</p> <p>18. Ahlers Cooney \$85</p> <p>19. McClure Engineering \$15,300</p> <p>20. Thompson Dressen &amp; Dor \$2,500</p> <p>21. Action Movers \$900</p> <p>22. Boyd Jones \$147,356</p> <p>23. Impact 7G \$1,750</p> <p>24. Dreess Heating \$45,819</p> <p>Subtotal \$4,249,769</p> <p>Fund Balance \$738,335</p>
--	---	--	--	--

Subtotal \$25,654,334  
 Fund Balance \$25,654,334  
 \$25,654,334

12

Item #	Description of Work	Original Value	Change Orders	Allowance Adjustment	Current Value	Work Completed From Prev	THIS APPLICATION			Total Completed & Stored	% Complete	Balance to Finish	5% Retainage	Due this Period
							Work Completed	This Period	Stored Materials					
1	Leick Construction	802,000.00	10,300.00		812,300.00	348,500.00	348,500.00		348,500.00	0.43	463,800.00	17,425.00	-	
1A	Leick Allowance	50,000.00		(10,300.00)	39,700.00					0.00	39,700.00	0.00	-	
2	Crain	106,000.00	35,480.00		141,480.00	82,115		35,440.00	117,555.00	0.83	23,925.00	5,877.75	33,668.00	
2A	Crain Allowance	10,000.00			10,000.00					1.00	10,000.00	0.00	-	
4	Peltzmeier	240,000.00	6,800.00		246,800.00	217,000.00		29,800.00	246,800.00	1.00	0.00	12,340.00	28,310.00	
4A	Peltzmeier Allowance	15,000.00		(6,800.00)	8,200.00					0.00	8,200.00	0.00	-	
5	Precision	582,500.00			582,500.00	122,100.00		135,625.00	257,725.00	0.44	324,775.00	12,886.25	128,843.75	
5A	Precision Allowance	40,000.00			40,000.00					0.00	40,000.00	0.00	-	
6	Senegal	686,660.00			686,660.00	19,100.00			19,100.00	0.03	667,560.00	955.00	-	
6A	Senegal Allowance	35,000.00			35,000.00					0.00	35,000.00	0.00	-	
7	Seedorff	766,160.00			766,160.00	325,801.00		46,420.00	372,221.00	0.49	392,279.00	16,611.05	44,099.00	
7A	Seedorff Allowance	40,000.00		(1,660.00)	38,340.00					0.00	38,340.00	0.00	-	
8	4G Steel Fabrication	241,430.00	2,870.00		244,300.00	6,938.10		180,525.60	187,463.70	0.77	56,836.30	0.00	180,525.60	
8A	4G Steel Fabrication Allowance	8,000.00		(2,870.00)	5,130.00			557,521.00	557,521.00	0.00	175,623.00	0.00	557,521.00	
9	Coreslab	733,144.00			733,144.00			26,600.00	26,600.00	0.10	247,800.00	1,330.00	25,270.00	
9A	Coreslab Allowance	5,000.00			5,000.00					0.00	5,000.00	0.00	-	
10	Atlas Steel Erection	274,400.00			274,400.00					0.00	8,000.00	0.00	-	
10A	Atlas Steel Erection Allowance	8,000.00			8,000.00			11,500.00	205,876.46	0.11	1,701,623.54	10,293.62	106,721.10	
11	Building Crafts	1,907,500.00			1,907,500.00	93,538.46		100,838.00	205,876.46	0.00	115,000.00	0.00	-	
11A	Building Crafts Allowance	115,000.00			115,000.00					0.00	63,762.00	0.00	-	
12	ARC	63,762.00			63,762.00					0.00	5,000.00	0.00	-	
12A	ARC Allowance	5,000.00			5,000.00					0.00	1,066,000.00	0.00	-	
13	Scott Enterprises	1,066,000.00			1,066,000.00					0.00	55,000.00	0.00	-	
13A	Scott Enterprises Allowance	55,000.00			55,000.00					0.00	354,062.00	6,584.95	95,000.00	
14	Bill-Den Glass	485,761.00			485,761.00	31,689.00		100,000.00	131,689.00	0.27	40,000.00	0.00	95,000.00	
14A	Bill-Den Glass Allowance	40,000.00			40,000.00			29,480.50	95,636.00	0.00	483,844.00	4,781.80	28,006.48	
15	Hilsabeck Schacht	579,480.00			579,480.00	66,155.50				0.17	45,000.00	0.00	-	
15A	Hilsabeck Schacht Allowance	45,000.00			45,000.00			12,500.00	24,732.00	0.07	318,137.00	1,236.60	11,875.00	
17	Galaska	342,869.00			342,869.00	12,232.00				0.00	20,000.00	0.00	-	
17A	Galaska Allowance	20,000.00			20,000.00					0.00	99,809.00	0.00	-	
18	Anderson Ladd	99,809.00			99,809.00					0.00	10,000.00	0.00	-	
18A	Anderson Ladd Allowance	10,000.00			10,000.00					0.00	440,800.00	0.00	-	
19	Buller Fixture	440,800.00			440,800.00					0.00	11,000.00	0.00	-	
19A	Buller Fixture Allowance	11,000.00			11,000.00			14,069.00	14,069.00	0.16	74,721.00	703.45	13,365.55	
20	CKeeffe	88,790.00			88,790.00					0.00	5,000.00	0.00	-	
20A	CKeeffe Allowance	5,000.00			5,000.00			37,456.24	81,833.40	0.28	210,266.60	4,091.67	35,583.43	
21	Summit Fire Protection	292,100.00			292,100.00	44,377.16				0.00	20,000.00	0.00	-	
21A	Summit Fire Protection Allowance	20,000.00			20,000.00					0.00	2,476,862.98	67,878.25	253,755.77	
22	Cambin Mechanical	3,826,550.00	7,878.00		3,834,428.00	1,090,453.68		264,111.34	1,357,565.02	0.35	2,744,864.98	19,766.83	142,201.47	
22A	Cambin Mechanical Allowance	75,000.00		(7,878.00)	67,122.00			3,000.00	395,336.67	0.00	67,122.00	0.00	-	
23	Drees Electric	2,440,000.00			2,440,000.00	245,650.91				0.00	75,000.00	0.00	-	
23A	Drees Electric	75,000.00			75,000.00					0.00	991,300.00	0.00	-	
24	Henningsen Construction, Inc.	991,300.00			991,300.00					1.00	0.00	0.00	-	
25	Environmental Property Solutions (Asbestos)	65,800.00	5,935.00		71,735.00	71,735.00			71,735.00	1.00	0.00	0.00	-	
26	Iowa Environmental (Asbestos Testing)	18,000.00	9,325.00		27,325.00	27,325.00			27,325.00	1.00	0.00	0.00	-	
27	Testing and Inspection	45,000.00			45,000.00	6,500.00		3,094.75	7,852.75	0.17	37,147.25	0.00	3,044.75	
28	TD2 Geotech and Boring	6,500.00			6,500.00	5,500.00			5,500.00	1.00	0.00	0.00	-	
29	McClure Survey	5,500.00			5,500.00					1.00	0.00	0.00	-	
30	AVT Technology Allowance	188,848.00			188,848.00					0.00	188,848.00	0.00	-	
31	Temp Classroom Allowance and Rental	100,000.00			100,000.00					0.00	100,000.00	0.00	-	
32	Middle School Abatement Allowance	135,000.00			135,000.00					0.00	135,000.00	0.00	-	
33	Middle School Demo Allowance	850,757.00			850,757.00					0.00	850,757.00	0.00	-	
34	FFE Allowance	839,345.00			839,345.00					0.00	839,345.00	0.00	-	
35	Alley Poyner Macchietto	1,533,000.00			1,533,000.00	1,333,000.00			1,333,000.00	0.87	200,000.00	0.00	146,700.88	
36	Boyd Jones (From Separate Sheet)	3,311,010.00			3,311,010.00	573,821.81			720,522.69	0.22	2,590,487.31	0.00	-	
37	Owner Construction Contingency	350,000.00			350,000.00					0.00	350,000.00	0.00	-	
38	Remaining Project Budget	998,421.00		(44,385.00)	954,036.00					0.00	954,036.00	0.00	-	
	High School Project Total	26,191,196.00	76,928.00	(76,928.00)	26,191,196.00	4,720,350.62		1,869,818.07	14,500.00	0.25	19,578,527.31	188,349.18	1,834,481.78	

*[Handwritten signature]*  
 1/15/18

Item #	Description of Work	Original Value	Change Orders	Allowance Adjustment	Current Value	Work Completed From Prev	THIS APPLICATION			Balance to Finish	5% Retainage	Due This Period
							Work Completed This Period	Stored Materials	Total Completed & Stored			
1	Leick	58,200.00	3,600.00		61,800.00	52,380.00		52,380.00	5,820.00	2,619.00	-	
1A	Leick Allowance	5,000.00			5,000.00				5,000.00	0.00	-	
2	Crain	39,000.00			39,000.00	27,940	11,060.00	39,000.00	0.00	1,950.00	10,507.00	
2A	Crain Allowance	2,000.00			2,000.00				2,000.00	0.00	-	
3	Building Crafts	339,000.00			339,000.00	37,750.00	27,768.00	65,518.00	273,482.00	3,275.90	26,379.60	
3A	Building Crafts Allowance	15,000.00			15,000.00				15,000.00	0.00	-	
4	Precision Concrete	201,000.00	15,885.00		216,885.00	100,335.00	26,250.00	126,585.00	74,415.00	6,329.25	24,937.50	
4A	Precision Concrete Allowance	12,000.00			12,000.00				12,000.00	0.00	-	
5	Senegal	40,500.00			40,500.00	660.00		660.00	39,840.00	33.00	-	
5A	Senegal Allowance	3,000.00			3,000.00				3,000.00	0.00	-	
6	Smith Brothers Masonry	226,088.00			226,088.00	75,010.00	86,050.00	161,060.00	65,028.00	8,053.00	81,747.50	
6A	Smith Brothers Masonry Allowance	10,000.00			10,000.00				10,000.00	0.00	-	
9	Scott Enterprises	36,500.00			36,500.00				36,500.00	0.00	-	
9A	Scott Enterprises Allowance	2,000.00			2,000.00				2,000.00	0.00	-	
10	Red Oak Glass	128,000.00			128,000.00				128,000.00	0.00	-	
10A	Red Oak Glass Allowance	5,000.00			5,000.00				5,000.00	0.00	-	
11	Hilsabeck Schacht	63,970.00			63,970.00				63,970.00	0.00	-	
11A	Hilsabeck Schacht Allowance	3,000.00			3,000.00				3,000.00	0.00	-	
13	Commercial Flooring	17,663.00			17,663.00				17,663.00	0.00	-	
13A	Commercial Flooring Allowance	1,500.00			1,500.00				1,500.00	0.00	-	
14	Ahem	130,569.00			130,569.00	109,695.25	16,699.00	126,394.25	4,174.75	6,319.71	15,864.05	
14A	Ahem Allowance	10,000.00			10,000.00				10,000.00	0.00	-	
15	Camblin Mechanical	199,900.00			199,900.00	18,675.76	3,098.82	23,404.58	176,495.42	1,170.23	4,492.38	
15A	Camblin Mechanical Allowance	10,000.00			10,000.00				10,000.00	0.00	-	
16	Drees Electric	110,000.00			110,000.00	8,154.01	5,573.84	13,727.85	96,272.15	686.39	5,295.15	
16A	Drees Electric Allowance	8,000.00			8,000.00				8,000.00	0.00	-	
17	Testing and Inspection	25,000.00			25,000.00	3,077.75	5,008.25	8,086.00	16,914.00	0.00	5,008.25	
17	TD2 Geotech	6,300.00			6,300.00	6,300.00		6,300.00	0.00	0.00	-	
18	McClure Survey	35,971.00			35,971.00	9,800.00		9,800.00	35,971.00	0.00	-	
19	AV/Technology Allowance	159,875.00			159,875.00				159,875.00	0.00	-	
21	FFE Allowance	292,000.00			292,000.00	246,946.89		246,946.89	45,053.11	0.00	-	
22	Alley Poyner Macchietto	662,968.00			662,968.00	172,453.56	46,721.90	219,175.46	443,792.54	0.00	46,721.90	
23	Boyd Jones (From Separate Sheet)	100,000.00			100,000.00				100,000.00	0.00	-	
24	Owner Construction Contingency			(19,485.00)	80,515.00					0.00	-	
	Inman Project Total	2,968,804.00	19,485.00	(19,485.00)	2,968,804.00	869,178.22	228,229.81	1,099,036.03	1,869,765.97	30,436.48	220,953.33	

Approved Change Orders included above:

*[Handwritten Signature]*  
 10/15/17

## Introduction to the Red Oak Community School District

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

### Culture of the Red Oak Community School District

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

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

### Statement on Human Dignity and Diversity

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

### Non-Discrimination Statement

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

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

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

### **Learning Centers in the Red Oak Community School District**

- Inman Primary School - The Red Oak Early Childhood Center which includes: The Right Start Four Year Old Program, the Kaleidoscope Four Year Old Program, Red Oak Early Childhood Special Education Pre-school, and grades K to three, Head Start and Pre-School
- Washington Intermediate School - grades four and five
- Red Oak Middle School - grades six to eight
- Red Oak High School - grades nine to twelve and the Alternative School
- Administrative Office 1901 N. Broadway Ste A, Red Oak, IA 51566
- Before/After School Program

### **Organizational Structure for the Red Oak Community School District**

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

Operational areas of the Red Oak Community School District include:

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

### **Administrative Regulations and Procedures**

The Red Oak Community School District reserves the right to establish and carry out specific administrative regulations and procedures which, in accordance with the applicable federal, state and local laws, are utilized and adhered to in the

conduct of the legitimate business of the district. The Red Oak CSD Employee Manual is a resource document for the established business, employment and general operating policies currently in place. A copy of this manual can be located in each school building, in each administrative/leadership office of the school district, and on the District's website at [www.redoakschooldistrict.com](http://www.redoakschooldistrict.com). The manual will be updated on a periodic basis as needed. Any questions about the manual or specific regulations may be addressed to Monica Blay, Accounting Clerk, at the District Office, Red Oak Community School District, 712.623.6600, ext. 5602 or [blaym@roschools.org](mailto:blaym@roschools.org).

## Services, Facilities, and General Information

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

### Employee Communications and Community Partnerships

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

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

### Food Service

All staff are welcome to purchase a meal or a la carte items during scheduled meal hours. Meal hours vary per building. Purchases are made using a computerized meal account system. Most staff members are assigned an ID number that corresponds to their lunch account. The account is a debit system; therefore,

funds must be in the account prior to making a purchase. Payments to accounts are accepted at all school offices. If there are insufficient funds in the account, staff will not be able to make food purchases.

### Information Services through Technology

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

## Employment Policies for the Red Oak Community School District

### Equal Employment Opportunity

Policy 400.2

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

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

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

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

national origin, religion, disability, or genetic information. In keeping with the law, the board will consider the veteran status of applicants.

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

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

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

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

#### Americans with Disabilities Act

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



a job, competing for a job, or to enjoy equal benefits and privileges of employment. This policy applies to all applicants and employees.

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

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

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

### Collective Bargaining

The Red Oak Community School District believes that good management results in good employee relations. In recognizing the right of individuals to affiliate with

labor organizations, the District does so without surrendering its right to manage. The management and administration of the District are vested exclusively with the Board of Directors, the Superintendent and his/her designated representatives. Employees belonging to a bargaining unit are subject to all Red Oak CSD rules and regulations. Where this manual conflicts with an applicable collective bargaining agreement provision (s), the collective bargaining agreement shall rule unless superseded by state or federal law.

### Conflict of Interest

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

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

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

### Nepotism / Employment of Relatives

Policy 402.2

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

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

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

### Employment Opportunities

Employees are encouraged to explore career development opportunities at the District. All employees are encouraged to gain the necessary skills, training, and work experience needed to qualify for advancement opportunities. Red Oak CSD believes in internal staff development and promotion from within whenever possible and practical. In all cases, the best-qualified candidate for the position

will be selected as determined by the Superintendent and those assisting him. Position vacancies within the District are announced via email and on the district's website.

### Exit Interviews

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

### Immigration Law Compliance

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

### New Employee Orientation Program

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

### Employee Records

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

The records will include, but not be limited to, records necessary for the daily administration of the school district, salary records, evaluations, application for employment, references, and other items needed to carry out board policy.

Employee personnel files are school district records and are considered confidential records and therefore are not generally open to public inspection or accessibility. Only in certain limited instances, when the employee has given a signed consent, will employee personnel records be accessible to individuals other than the employee or authorized school officials.

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

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

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

## EMPLOYEE RECORDS REGULATION

### Employee Personnel Records Contents

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

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

Code No. 402.4R1

Page 2 of 3

## EMPLOYEE RECORDS REGULATION

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

### Applicant File Records Content

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

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

### Record Access

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

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

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

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

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

#### Employee Record Retention

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

#### Release of Employment Information

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

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

### Professional Associations

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

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

### Professional Development

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

### Release of Credit Information

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

### Resignations

A licensed employee who wishes to resign must notify the superintendent in writing within the time period set by the board for return of the contract. This applies to regular contracts for the licensed employee's regular duties and for an extracurricular contract for extra duty. Resignations of this nature will be accepted by the board. The board may require an individual who has resigned from an extracurricular contract to accept the resigned position for only the subsequent school year when the board has made a good faith effort to find a replacement and the licensed employee is continuing to be employed by the school.



Early Retirement for the Professional Staff

Policy 401.6

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

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

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

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

Code No. 401.6R1

LICENSED EMPLOYEE EARLY RETIREMENT PLAN

I. Eligibility for Early Retirement Plan

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

- A. The number of applications for the Early Retirement Plan will be limited to no more than five (5) for a given fiscal year, unless the Board chooses to allow more than five(5).

- B. The Early Retirement Plan will be available to a licensed employee who is fifty-five (55) years of age by the start of the next school year.
- C. The Early Retirement Plan will be available to those who have completed their most recent ten (10) consecutive years of service in the Red Oak Community School District.
- D. The employee shall submit an application for the plan on or before January 15 of the current school year, at the Board's discretion.
- E. The employee shall submit a written resignation resigning from the existing contract. The resignation may be contingent upon approval by the board of participation in the voluntary early retirement program.
- F. All applications for the Early Retirement Plan will be considered not later than the second regular Board meeting in January, and if more than the designated number allowed in Section A are received, the highest priority will be given to the teachers with the longest continuous teaching service in the District.
- G. An employee who meets the criteria in item "B", but who has not completed a minimum of ten (10) consecutive years of service to the school district may apply for a prorated early retirement amount. Approval of such application by the board will be based on the best interests of the school district, and if a prorated amount is approved, the amount will be based on completed consecutive years of service at the time of the application for the Early Retirement Plan.
- H. The application for the Early Retirement Plan and the resignation must be approved by the board, which will authorize disbursement of the early retirement amount.
- I. Approval by the board of the licensed employee's early retirement application shall constitute a voluntary resignation. Approval by the board of the licensed employee's early retirement application will also make the licensed employee eligible for disbursement of the early retirement amount on January 20 of the school year following the licensed employee's approval for early retirement. Failure of the board to approve the licensed employee's early retirement application will make the licensed employee's current contract with the board continue in full force and effect.

## II. Voluntary Early Retirement Amount and Terms:

- A. An employee who meets one of the eligibility requirements will be eligible for the early retirement amount of \$15,000, plus an amount equal to 25% of the employee's accumulated sick leave times the current daily substitute teacher pay rate. An employee whose contractual full-time equivalency (FTE) is less than 1.00 will be eligible for a prorated early retirement amount by multiplying the employee's FTE by the applicable amount above.
- B. An employee agrees to participate in the "Special Pay Plan". This plan allows payment of the early retirement amount to be paid to a Tax Shelter Annuity of the employee's choice. This Tax Shelter Annuity must be with a

company that participates in the State of Iowa Plan. If the employee is currently contributing to a Tax Shelter Annuity the payment will be made to the same company. The employee agrees not to close out this account before the January payment is made.

- C. Upon retirement, the licensed employee is eligible to continue participation in the school district's group insurance plan at the licensed employee's expense by meeting the requirements of the insurer. The employee/retiree must pay the monthly premium amount in full to the board secretary prior to the due date of the school district's premium payment to the insurance carrier.

This insurance coverage will cease when the licensed employee/retiree qualifies for Medicare coverage, secures other employment in which the employer provides insurance coverage, or dies. If dependent insurance coverage is carried, that coverage may continue at the dependent's expense beyond the employee's/retiree's qualification for Medicare coverage under COBRA provisions.

In the event of the death of the employee/retiree, the dependent of the employee/retiree may continue coverage in the school district's group health insurance program at his/her own expense under COBRA provisions, if the dependent was covered through the school district's group health insurance program prior to the death of the employee/retiree.

- D. An employee who elects to participate in this program will become a retired employee and will be entitled to all rights and privileges of such a retiree under applicable laws and policies of the school district.
- E. Beneficiary. In the event of the death of the employee prior to the early retirement amount being paid, payment will be as follows:
1. Lump sum payment will be made to a designated beneficiary for the early retirement amount due to the employee on January 20 of the school year following the licensed employee's approval for early retirement.
  2. In the event no beneficiary is named, payment shall be made to the estate of the employee on January 10 following the licensed employee's approval for early retirement.

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

**LICENSED EMPLOYEE EARLY RETIREMENT PLAN**

**ACKNOWLEDGEMENT OF RECEIPT**

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

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

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

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

\_\_\_\_\_  
Licensed Employee

\_\_\_\_\_  
Date

LICENSED EMPLOYEE EARLY RETIREMENT PLAN

INSURANCE OPTIONS

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

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

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

Plan selected:

\_\_\_\_\_

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

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

\_\_\_\_\_

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

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

\_\_\_\_\_  
Licensed Employee

\_\_\_\_\_  
Date

47

LICENSED EMPLOYEE EARLY RETIREMENT PLAN

APPLICATION

The undersigned licensed employee is applying for early retirement pursuant to board policy. Please complete the following information:

_____		_____
(Full Legal Name of Licensed Employee)		(Social Security Number)
_____	_____	_____
(Current Job Title)	(Date of Birth)	(Years of Consecutive Service)

Please attach a letter of resignation effective at the end of the current contract year.

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

The undersigned licensed employee acknowledges that the early retirement amount will be paid on January 10 of the school year following the licensed employee's approval for early retirement.

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

Should the licensed employee die prior to full payment of an early retirement amount, the licensed employee designates either the following individual as beneficiary or the licensed employee's estate.

\_\_\_\_ Beneficiary                      \_\_\_\_\_ Estate

\_\_\_\_\_  
Beneficiary

\_\_\_\_\_  
Beneficiary Address

48

\_\_\_\_\_  
Licensed Employee

\_\_\_\_\_  
Date

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Date

Transporting of Students by Employees

Policy 402.5

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

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

Employee Travel Compensation

Policy 402.6

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

Travel Outside the School District

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

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

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

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

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

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



## EMPLOYEE TRAVEL COMPENSATION

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

### Travel Outside the School District

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

Reimbursement for actual and necessary expenses will be allowed for travel outside the school district if the employee received pre-approval for the travel. Prior to reimbursement of actual and necessary expenses, the employee must provide the school district with a detailed receipt, other than a credit card receipt, indicating the date, purpose and nature of the expense for each claim item. In exceptional circumstances, the superintendent may allow a claim without proper receipt. Written documentation explaining the exceptional circumstances is maintained as part of the school district's record of the claim.

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

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

Pre-approved expenses for transportation within three-hundred miles of the school district administrative office will be by automobile. If a school district vehicle is not available, the employee will be reimbursed at the mileage rate determined by the board. Pre-approved expenses for transportation outside of three-hundred miles of the school district administrative office may be by public

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

Code No. 402.6

Page 2 of 2

## EMPLOYEE TRAVEL COMPENSATION

### Travel Within the School District

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

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

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

Code No. 402.6R1

## EMPLOYEE TRAVEL COMPENSATION/MILEAGE

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

Red Oak Community School District

52

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

### Employee Political Activity

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

### Credit Cards

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

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

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

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

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

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

#### Responsibility for Personal Property

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

#### Identification Badge/Key Card

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

#### Gifts to Employees

Policy 403.4

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

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

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

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

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

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

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

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

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

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

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

### Employee Conduct and Appearance

### Policy 405.1

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

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

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

#### I. Commitment to the Student.

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

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

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

**II. Commitment to the Public.**

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

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

**III. Commitment to the Profession.**

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

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



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

**IV. Commitment to Professional Employment Practices.**

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

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

## V. Commitment of Board Members and Staff.

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

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

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

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

### District Staff Dress, Accessories, and Grooming Code

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

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

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

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

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

### Accident Reporting

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

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

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

### Attendance Expectations

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

61

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

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

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

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

### Leaves of Absence

#### Certified Staff Leave

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

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

#### **Sick Leave / Family Leave Bank**

1. **Creation:** A voluntary leave bank and family leave bank will be created for the use of those employees who choose to donate to the banks. Enrollment will take place, for the purpose of determining membership, prior to September 15, or if an employee is hired by the district after the start of the school year, within twenty (20) days after beginning employment with the district. This enrollment will be the responsibility of the Board and Association jointly.
2. **Eligibility:**
  - a. A member of the banks, who is not eligible for long-term disability (under Article 5), may use the leave bank when his / her illness results in his / her using all sick leave and personal leave. In the case of serious long-term illness of a member's immediate family (parent, spouse, or child), when a member uses all emergency leave and personal leave, he / she may use the family leave bank. The member will make application to the Superintendent and the Association for days from the bank. The Superintendent and the Association President will jointly approve or deny the application.
  - b. The following criteria will be used in evaluating family leave applications: 1. Is the family illness serious enough to require the

absence of the employee? 2. Have all other emergency leave and personal days been used? 3. Will this illness require the absence of the employee for more than ten (10) working days?

3. Contributions:-Each year, if necessary, each member of the bank will contribute no more than one day of accumulated sick leave to a bank of days which shall be made available as personal sick leave to the members of the bank. Once a sick leave day has been contributed, the employee forfeits that day. Each year, if necessary, each member of the bank may contribute no more than one day of emergency leave to a bank of days which shall be made available as an emergency leave day to the members of the bank. Once an emergency day has been contributed, the employee forfeits that day.

4. Limitations: The bank of days, which will become available for use by the employee making application, shall never be more than the number of days issued to the employee at the beginning of the contract year (15 personal sick days and 8 emergency days), and is intended for serious personal and serious long-term family illness.

5. Utilization: The number of days available for any one member, in any one year, will be limited to the number of days issued at the beginning of each year and the number of days accumulated in the banks. Each year an accounting of the banks will be given to the association.

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

Code No. 401.3

#### EMPLOYEE LEAVES AND ABSENCES

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

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

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

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

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

#### Licensed Staff

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

\* Sick Leave Bank is in place.

#### Family and Medical Leave Act

Code No. 404.7

#### LICENSED EMPLOYEE FAMILY AND MEDICAL LEAVE

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

65

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

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

Code No. 404.7R1

## EMPLOYEE FAMILY AND MEDICAL LEAVE REGULATION

### A. School District Notice

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

Lab



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

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

**B. Eligible Employees**

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

**C. Employee Requesting Leave (two types of leave)**

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

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

2. Unforeseeable family and medical leave.

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

D. Eligible Family and Medical Leave Determination

1. The following is a list of the acceptable purposes for family or medical leave:

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

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

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

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

**E. Entitlement.**

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

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

**F. Type of Leave Requested.**

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

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

**G. Special Rules for Instructional Employees.**

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

- b. Move to an available alternative position, with equivalent pay and benefits, but not necessarily equivalent duties, for which the employee is qualified.
  - 3. Instructional employees who request continuous family and medical leave near the end of a semester may be required to extend the family and medical leave through the end of the semester. The number of weeks remaining before the end of a semester does not include scheduled school breaks, such as summer, winter or spring break.
    - a. If an instructional employee begins family and medical leave for any purpose more than five weeks before the end of a semester, the school district may require that the leave be continued until the end of the semester if the leave will last at least three weeks and the employee would return to work during the last three weeks of the semester if the leave was not continued.
    - b. If the employee begins family and medical leave for a purpose other than the employee's own serious health condition during the last five weeks of a semester, the school district may require that the leave be continued until the end of the semester if the leave will last more than two weeks and the employee would return to work during the last two weeks of the semester.
    - c. If the employee begins family and medical leave for a purpose other than the employee's own serious health condition during the last three weeks of the semester and the leave will last more than five working days, the school district may require the employee to continue taking leave until the end of the semester.
  - 4. The entire period of leave taken under the special rules is credited as family and medical leave. The school district will continue to fulfill the school district's family and medical leave responsibilities and obligations, including the obligation to continue the employee's health insurance and other benefits, if an instructional employee's family and medical leave entitlement ends before the involuntary leave period expires.
- H. Employee responsibilities while on family and medical leave.
- 1. Employee must continue to pay health care benefit contributions or other benefit contributions regularly paid by the employee unless employee elects not to continue the benefits while on FMLA leave.

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



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

## EMPLOYEE FAMILY AND MEDICAL LEAVE DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

### Health Care Provider-

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

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

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

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

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

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

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

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

Next of Kin - an individual’s nearest blood relative

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

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

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

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

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

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

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

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

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

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

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

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

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

**Code No. 404.7E1**

## **EMPLOYEE FAMILY AND MEDICAL LEAVE NOTICE TO EMPLOYEES**

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

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

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

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

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

**BENEFITS & PROTECTIONS** - While employees are on FMLA leave, employers must continue health insurance coverage as if the employees were not on leave. Upon return from FMLA leave, most employees must be restored to the same job or one nearly identical to it with equivalent pay, benefits, and other employment terms and conditions.



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

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

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

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

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

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

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

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

For additional information or to file a complaint:

1-866-4-USWAGE

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

[www.dol.gov/whd](http://www.dol.gov/whd)

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

**EMPLOYEE FAMILY AND MEDICAL LEAVE REQUEST FORM**

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

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

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

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

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

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

continuous

I anticipate that I will be able to return to work on \_\_\_\_\_.

intermittent leave for the:

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

Details of the needed intermittent leave:

---

---

---

---

I anticipate returning to work at my regular schedule on \_\_\_\_\_.

\_\_\_ reduced work schedule for the:

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

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

Details of needed reduction in work schedule as follows:

---

---

---

---

I anticipate returning to work at my regular schedule on \_\_\_\_\_.

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

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

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

85

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

Signed \_\_\_\_\_

Date \_\_\_\_\_

86

## Holidays

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

## Confidentiality

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

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

At the end of an individual's employment with the District, the individual must return all documents, both originals and copies, containing any confidential information, as well as any computer tool on which confidential information may be stored or recorded. Former employees of the District should not disclose any confidential information after their employment relationship with the District has ended. "Proprietary Materials" are all property related to the District's business in any way, including email, documents, reports, formulas, product information, manuals, tools, equipment, handbooks, computer printouts, customer lists and other property related to the District's business.

## Corrective Intervention

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

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

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

- Discharge/termination

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

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

## Red Oak Community School District: Technology Acceptable Use Policy

### Introduction

Because 21<sup>st</sup> century skills are a vital part of the school district curriculum and management of district business, appropriate technologies will be made available to employees and students. These resources include access to the Internet and other network files or accounts by using computers or other digital devices that may or may not be owned by the district. Appropriate and equitable use of the Internet will allow employees and students to access resources unavailable through outdated means.

Students will be able to access the Internet through their teachers. Students, faculty, and staff may hold network accounts and district-issued email accounts. The person in whose name an account is issued is responsible at all times for its proper use. If a student already has an electronic mail address, the student may, with the permission of the supervising teacher, be permitted to use the address to send and receive mail at school. The district trusts assigned users to make responsible use of computing resources. The district also maintains a guest network that provides Internet access only. Users of the guest network are expected to comply with the current Technology Acceptable Use Policy. Employees and students will be instructed on the appropriate use of the Internet.

The Internet can provide a vast collection of educational resources for students and employees. It is a global network, which makes it impossible to control all available information. Because information appears, disappears and changes constantly, it is not possible to predict or control what students may locate. The school district makes no guarantees as to the accuracy of information received on the Internet. Although students will be under teacher supervision while on the network, it is not possible to constantly monitor individual students and what they are accessing on the network. Some students might encounter information that may not be of educational value. Student Internet records are confidential records treated like other student records. Students' Internet activities will be monitored by the school district to ensure students are not accessing inappropriate sites that have visual or textual depictions that include obscenity, child pornography or are harmful to minors. The school district will use technology protection measures to protect students from inappropriate access, including sites that include obscenity, child pornography or are harmful to minors.

The school district will monitor the online activities of students and will educate students about appropriate online behavior, including interacting on social networking sites and chat rooms. Students will also be educated on cyber bullying, including awareness and response. Employees will provide age appropriate training for students who use the Internet. The training provided will be designed to promote the school district's commitment to:

- The standards and acceptable use of Internet services as set forth in the Internet Safety Policy;
- Student safety with regard to:
  - safety on the Internet;
  - appropriate behavior while on online, on social networking Web sites,
  - and
  - in chat rooms; and
  - cyber bullying awareness and response.
- Compliance with the E-rate requirements of the Children's Internet Protection Act

In this digital age, student records, assignments, and on-line classes are often available via the Internet. Red Oak Community School District will implement appropriate security measures to ensure that data is available only to those who have valid reason to access the data. It is the responsibility of parents, students, and district staff to keep passwords confidential and change passwords periodically.

### Employee, Student, and Parent/Guardian Agreements

All employees, students and parents are expected to read the Red Oak Community School District Technology Acceptable Use Policy. All employees are required to sign the Red Oak Community School District Employee Technology Usage Agreement.

Parents/guardians of all students under the age of 18 are required to sign the Red Oak Community School District Student Access Release and Authorization Agreement before students will be granted access to the district's technology resources. This will be available upon registration. If for any reason, a parent or guardian does not want his/her student to have Internet access, then he/she must notify the district in writing. If access is removed at any time, the agreement must be resubmitted. Students in grades 6-12 will sign a form acknowledging they have read and understand the Internet Acceptable Use policy and regulations, that they will comply with the policy and regulations, and that they understand the consequences for violation of policy or regulations.

Students and parents of students who are provided a laptop through the One to One program must read the Student/Parent Laptop Handbook. A signed Laptop Computer Use Agreement must be on file with the District Technology Director prior to that student receiving a laptop computer.

### Ownership

Access to computing resources is a privilege, not a right and the privilege can be suspended immediately without notice. All user accounts issued by the district are considered property of the district. The district allows users to access some or all of these resources for the reasons listed in this policy. These user guidelines extend beyond the school district's physical building, such as school issued email accounts, hardware, or software used when off the school district's property. Staff members or students will not retain proprietary rights related to the materials designed or created by such user if district hardware/software is used unless those rights are transferred to the user.

Network access, Internet access, and hardware are provided to support the educational goals set forth by the Board of Directors and to contribute to efficient management of district business. The district has the responsibility to maintain the integrity, operation, and availability of its hardware and network for access and use. The district does not guarantee user privacy or system reliability. It is not liable for loss or corruption of data resulting from using district-owned hardware or network resources.

Occasionally, through routine monitoring or maintenance, duly authorized personnel have authority to access individual files or data. Users should not expect that anything stored on

school computers or networks will be private. Software may be used to monitor computer usage, system information, and remotely observe and manage network technology.

### Electronic Communication

Electronic forms of communication have become the norm in many aspects of the educational process and management of a school. This includes, but is not limited to email, certain social media, discussion boards, and blogs. The Red Oak Community School District will grant email and other accounts to staff members and students as needed. These accounts are owned by the district and can be terminated at any time. Students will have their accounts disabled upon graduation or on their last day of enrollment at Red Oak Community Schools. Staff members leaving the district will have their accounts disabled as of their final contract day unless other arrangements are made.

*In compliance with federal law, this policy will be maintained at least five years beyond the termination of funding under the Children's Internet Protection Act (CIPA) or E-rate.*

#### I. Responsibility for Internet Appropriate Use.

- A. The authority for appropriate use of electronic Internet resources is delegated to the licensed employees.
- B. Instruction in the proper use of the Internet will be available to employees who will then provide similar instruction to their students.
- C. Employees are expected to practice appropriate use of the Internet, and violations may result in discipline up to, and including, discharge. Violations relating to or supporting of illegal activities will be reported to law enforcement agencies.

#### II. Internet Access.

- A. Access to the Internet is available to teachers and students as a source of information and a vehicle of communication.
- B. Students will be able to access the Internet while at school under the supervision of a staff member. Individual student accounts and electronic mail addresses may be issued to students at this time.
  - 1. Making Internet access available to students carries with it the potential that some students might encounter information that may not be appropriate for students. However, on a global network, it is impossible to control all materials. Because information on the Internet appears, disappears and changes, it is not possible to predict or control what students may locate.
  - 2. It is a goal to allow teachers and students access to the rich opportunities on the Internet, while we protect the rights of students and parents who choose not to risk exposure to questionable material.
  - 3. The smooth operation of the network relies upon the proper conduct of the end users who must adhere to strict guidelines which require efficient, ethical and legal utilization of network resources.
  - 4. To reduce unnecessary system traffic, users may use real-time conference features such as talk/chat/Internet relay chat only as approved by the supervising teacher.
  - 5. Transmission of material, information or software in violation of any board policy or regulation is prohibited.
  - 6. Users will be allowed to download and upload files that pass the requirements of the virus protection and/or content filter technologies that are in place.
  - 7. The school district makes no guarantees as to the accuracy of information received on the Internet.



### III. Permission to Use Internet

- A. Annually, parents of students under the age of 18 will grant permission for their student to use the Internet using the prescribed form.
- B. All employees will sign the “District Employee Technology Usage Agreement” and return it to the Central Office.
- C. People using the guest wireless network to access the Internet will be required to agree to the terms of use before they are granted access.

### IV. Student Use of Internet.

- A. Equal Opportunity - The Internet is available to all students who have permission to use the Internet within the school district under the supervision of a staff member. The amount of time available for each student may be limited by the number of available terminals and the demands for each terminal.
  - 1. It is possible that students in grades 6-12 who have a school-issued device as part of the 1:1 program will access the Internet without direct supervision of a staff member during the school day.
  - 2. Students in grades 6-12 who have a school-issued device as part of the 1:1 program will be able to access the Internet while away from school. Because they will be accessing the Internet via the school’s Internet service and content filtering technology, the same rules apply.
  - 3. The Internet is available to all staff that has a District Employee Technology Usage Agreement on file with Central Office.
- B. Digital Citizenship
  - 1. The use of the network is a privilege and may be taken away for violation of board policy or regulations. As a user of the Internet, employees and students may be allowed access to other networks. Each network may have its own set of policies and procedures. It is the user’s responsibility to abide by the policies and procedures of these other networks.
  - 2. Internet Safety
    - a. Users shall not post personal contact information on the Internet with district-owned devices. This includes name, age, gender, home address, or telephone number. This does not include posts made on the school’s learning management system.
    - b. Users should not share personal photos, personal videos, or photos/videos of others that do not support the curriculum or that are inappropriate.
    - c. Students shall not engage in instant messaging or social networking sites at any time during the school day except when such has been approved for classroom use.
    - d. Students should inform district personnel of any threatening, derogatory, or obscene communication immediately.
  - 3. Cyber bullying— The Board Policy forbids cyber bullying. For the purposes of this policy, “cyber bullying” shall mean using digital communication capabilities on any electronic device to bully others by:
    - a. Sending or posting cruel messages or images
    - b. Threatening others
    - c. Excluding or attempting to exclude others from activities or organizations.
    - d. Starting or passing on rumors about others or the school system.
    - e. Harassing or intimidating others.

- f. Sending angry, rude, or vulgar messages directed at a person or persons privately or to an online group.
- g. Sending or posting harmful, untrue or cruel statements about a person to others.
- h. Pretending to be someone else and sending or posting material that makes that person look bad or places that person in potential danger.
- i. Sending or posting material about a person that contains sensitive, private, or embarrassing information, including forwarding private messages or images.
- j. Engaging in tricks to solicit embarrassing information that is then made public.

4. Employees and students should adhere to on-line protocol:

- a. Respect all copyright and license agreements.
- b. Cite all quotes, references and sources.
- c. Remain on the system long enough to get needed information, then exit the system.
- d. Apply the same privacy, ethical and educational considerations utilized in other forms of communication.
- e. Copyright—The Red Oak School District views copyright as a critical issue in regards to 21st Century learning. Copyright, and the related areas of trademark and licensing, are one of the most important issues to be addressed and taught to students. Copyright protects the rights of creators and users of information. Students and staff members of the Red Oak Community School District are expected to follow copyright law.

- 1) Plagiarism—The dictionary defines plagiarism as “taking ideas or writings from another person and offering them as your own.” The person who leads readers to believe that they are reading original work when it is copied, is guilty of plagiarism. The person who created a piece of work, should always be given credit. With the amount of cutting and pasting that is done via the Internet, it is important that the guidelines of plagiarism are followed and credit is always given to the author of any piece of work.
- 2) Fair Use—Fair use is part of the copyright law, and can be used when completing school work. If copying is not specifically prohibited in the copyright law, then it may be allowed under fair use. Users need to make good decisions about the specific circumstances in which they are using others’ work. Students and employees of the Red Oak School District are expected to follow the fair use guidelines that are provided in the Board Policy Manual.
- 3) Public Domain—Users may upload creative works that are in the public domain for their own use. Users are responsible for determining whether a program is in the public domain.
- 4) File Sharing—The installation and/or use of any Internet-based file-sharing tools is prohibited. File-sharing programs and protocols like BitTorrent, Limewire, Kazaa, Acquisition and others may not be used to facilitate the illegal sharing of copyrighted material (music, video, and images).

5. Email—Employees and Students should use only district-assigned email accounts or other approved forms of digital communication while at school. Employees and students are expected to adhere to the following guidelines:

- a. School-issued email accounts will be accessed using the district supported and approved client software.

- b. Users are responsible for their passwords and accounts. At no time should one share his or her passwords with other users. Users are not to use, or allow others to use their email or other accounts. Any inappropriate use can result in the loss of the account as specified in the Acceptable Use Policy.
- c. Information transported using district email and other district owned accounts is not to be considered private, secure, or confidential. All electronic communication generated on district-owned hardware is considered the property of the school district and may be reviewed and deleted as needed to ensure network integrity and confidentiality.
- d. Email and other electronic communication should reflect professional standards at all time. School accounts should only be used for school related correspondence. With regards to personal email use, occasional sending or receiving of personal messages by staff or students is inevitable. This type of incidental personal use is permitted providing it does not violate district policy, adversely affect others, the speed of the network, or the employee's professional responsibilities, including using instructional time for personal communication.
- e. District owned resources should never be used for the conduct of any personal, discriminatory, or unlawful business. This includes use for commercial purposes, advertising, and political lobbying.
- f. In addition to the regulations listed above, users are expected to adhere to the following guidelines:
  - 1) Read email on a regular basis
  - 2) Delete unwanted messages immediately
  - 3) Use of vulgar and/or abusive language is prohibited
  - 4) Always sign your name to a message
  - 5) Acknowledge that you have received a document or file that someone has sent to you

### C. Restricted Material

- 1. Employees and students will not intentionally access, transmit, or download any text file or or engage in any conference that:
  - a. includes material which is obscene, libelous, indecent, vulgar, profane or lewd.
  - b. advertises any product or service not permitted to minors by law.
  - c. constitutes insulting or fighting words, the very expression of which injures or harasses others.
  - d. presents a clear and present likelihood that, either because of its content or the manner of distribution, it will cause a material and substantial disruption of the proper and orderly operation and discipline of the school or school activities.
  - e. will cause the commission of unlawful acts or the violation of lawful school regulations.
- 2. Users agree to inform an appropriate district employee immediately if he or she:
  - a. accidentally enters an internet site that is inappropriate as defined by this policy.
  - b. accidentally changes the configurations on any computer.
  - c. receives a message which makes him or her uncomfortable or is offensive.
- 3. Use of social network sites, game sites, chat rooms, and other similar sites, except under the direction of a classroom teacher during instructional hours is prohibited.
- 4. Any user of district technology resources used in the context of the school is prohibited from viewing, sending, or composing any digital communication that indicates or suggests unethical or illegal solicitation, racism, sexism, language that is inappropriate for the educational setting, cyberbullying, harassment, pornography, and other issues, including those defined by the nondiscrimination policy of the district.

5. Employees and students are prohibited from installing any unauthorized software, including personally owned software, on district-owned computers without permission from the district technology director.
6. All users are responsible for ensuring that any storage media that is brought in from outside the school are virus free and do not contain any unauthorized or inappropriate files as defined in this document.

D. Unauthorized Costs - If an employee or student gains access to any service via the Internet which has a cost involved or if an employee or student incurs other types of costs, the user accessing such a service will be responsible for those costs.

E. Abuse of Network Privileges

1. Employees and students will not use the network in such a way that would disrupt the use of the network by others.
  - a. Users should never share their password with anyone or use another user's password.
    - 1) Users who share their passwords will be considered responsible any results of such use.
    - 2) If a user believes others know their password and if any user files have been altered, he or she should notify a district employee.
  - b. Students should never use teachers' computers without permission or supervision.
  - c. Teachers should never allow students to use any device while the teacher is logged in.
  - d. Gaining or attempting to gain unauthorized access to others' files or vandalizing the data of another user is prohibited.

F. Vandalism

Vandalism is defined as any attempt to harm or destroy computer equipment as well as the data of another user or of another agency or network that is connected to the Internet. Vandalism includes, but is not limited to the uploading, downloading, or creation of computer viruses, or programs that infiltrate computer systems and/or damage software components.

V. District Rights and Responsibilities

- A. Teachers and those assisting students are responsible for teaching proper techniques and standards for participation, for guiding student access to appropriate areas of the Internet, for assuring that students understand what constitutes misuse of the Internet, and the consequences of misuse. Teachers should model appropriate behavior and enforce the Acceptable Use Agreement.
- B. The district shall provide all reasonable software for use by staff and students.
- C. All software/hardware purchases need approval of the District Technology Coordinator.
- D. Red Oak Community School District reserves the right to monitor all activity and use of the network. This includes, but is not limited to, monitoring downloads, files, and documents stored on any school-owned hardware, checking Internet histories and cache files, observing users' screens, reading email if deemed necessary, and blocking what the district considers inappropriate sites.
- E. The district technology staff routinely monitors and performs maintenance on file servers, email, workstations, the Internet, and user accounts. During these procedures, it may be necessary to review email and/or files stored on the network. Users should avoid storing personal and/or private information on the district and/or school's technology resources.

94

- F. If routine maintenance and monitoring of the district's systems shows that a user has violated this agreement, another school district agreement or law, school district officials will conduct an individual investigation or search.
- G. Sanctions may be both internal, involving loss of privileges or other district measures; and external, involving civil or criminal action under state or federal laws. All inappropriate items can be confiscated and only be returned to a parent/guardian.

#### VI. Student Violations--Consequences and Notifications.

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

#### Employee Use of Cell Phones

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

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

#### Corporal Punishment

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

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

#### Abuse of Students by School District Employees

Physical or sexual abuse of students, including inappropriate and intentional sexual behavior, by employees will not be tolerated. The definition of employees for the purpose of this policy includes not only those who work for pay but also those who are volunteers of the

school district under the direction and control of the school district. Employees found in violation of this policy will be subject to disciplinary action, up to and including termination.

The school district will respond promptly to allegations of abuse of students by school district employees by investigating or arranging for the investigation of an allegation. The processing of a complaint or allegation will be handled confidentially to the maximum extent possible. Employees are required to assist in the investigation when requested to provide information and to maintain the confidentiality of the reporting and investigation process.

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

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

Code No. 403.3R1

#### **ABUSE OF STUDENTS BY SCHOOL DISTRICT EMPLOYEES REGULATION**

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

The report will contain the following:

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

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

student by an employee will pass the report to the investigator and will keep the report confidential to the maximum extent possible.

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

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

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

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

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

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

07

**ABUSE OF STUDENTS BY SCHOOL DISTRICT EMPLOYEES**

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

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

Student's Name and Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Student's Telephone number: \_\_\_\_\_

Student's School: \_\_\_\_\_  
\_\_\_\_\_

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

Allegation is of \_\_\_\_\_ Physical abuse \_\_\_\_\_ Sexual abuse \_\_\_\_\_

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

Were there any witnesses to the incident or are there students or persons who may have information about this incident? \_\_\_\_\_yes \_\_\_\_\_no

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

as



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

\_\_\_\_\_ Yes \_\_\_\_\_ No Telephone Number \_\_\_\_\_

Has any professional person examined or treated the student as a result of the incident? \_\_\_\_\_yes \_\_\_\_\_no \_\_\_\_\_unknown

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

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

Has anyone contacted law enforcement about this incident? \_\_\_\_\_yes \_\_\_\_\_no

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

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

Your name, address and telephone number:

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

Relationship to student:

\_\_\_\_\_

Complainant Signature

Witness Signature

Date

Witness Name (please print)

Witness Address

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

99

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

ABUSE OF STUDENTS BY SCHOOL DISTRICT EMPLOYEES

Report of Level I Investigation

Students Name: \_\_\_\_\_

Student's Age \_\_\_\_\_

Students Grade: \_\_\_\_\_

Student's Address: \_\_\_\_\_

Student's School: \_\_\_\_\_

Name of accused school employee: \_\_\_\_\_

Building: \_\_\_\_\_

Name and address of person filing report: \_\_\_\_\_

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

Date report of abuse was filed: \_\_\_\_\_

Allegation is: Physical Abuse: \_\_\_\_\_ Sexual Abuse: \_\_\_\_\_

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

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

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

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

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

\_\_\_\_\_ Yes \_\_\_\_\_ No Was the right exercised? \_\_\_\_\_ Yes \_\_\_\_\_ No

101

Were audio tapes made of any interviews? \_\_\_\_\_ Yes \_\_\_\_\_ No

Were video tapes made of any interviews? \_\_\_\_\_ Yes \_\_\_\_\_ No

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

\_\_\_\_\_ Yes \_\_\_\_\_ No

If yes, describe:

---

---

---

\_\_\_\_\_ student excused from school \_\_\_\_\_ school employee placed on

\_\_\_\_\_ student assigned to different class \_\_\_\_\_ other (please specify

---

**Level I investigator's conclusions:**

\_\_\_ The complaint is being dismissed for lack of jurisdiction.

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

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

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

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

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

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

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

\_\_\_ Complaint was withdrawn.

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

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

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

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

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

**Current status of investigation:**

Closed. No further investigation is warranted.

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

Deferred to law enforcement officials.

Turned over to Level II investigator.

Other comment: \_\_\_\_\_

I have given a copy of the report of abuse and of this investigative report to the employee named in report, the employee's supervisor, and the student's parent or guardian and informed the person of the report of the options of contacting law enforcement, private counsel, or the State Board of Educational Examiners, if the accused school employee holds an Iowa teacher's certificate or license.

\_\_\_\_\_  
Name of investigator (please print)

\_\_\_\_\_  
Investigator's place of employment

\_\_\_\_\_  
Signature of investigator

\_\_\_\_\_  
Date

## Tobacco/Nicotine-Free Environment

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

## Drug and Alcohol Testing Program Notice

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

The employees operating a school vehicle as described above are subject to pre-employment drug testing and random, reasonable suspicion and post-accident drug and alcohol testing pursuant to state and federal law. Employees operating school vehicles will not perform a safety-sensitive function within four hours of using alcohol. Employees governed by this policy are subject to the drug and alcohol testing program beginning the first day they operate or are offered a position to operate school vehicles and continue to be subject to the drug and alcohol testing program as long as they may be required to perform a safety-sensitive function as it is defined in the administrative regulations.

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

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

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

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

**DRUG AND ALCOHOL TESTING PROGRAM NOTICE TO EMPLOYEES**

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

Employees who operate school vehicles are subject to drug and alcohol testing if a commercial driver's license is required to operate the school vehicle and the school vehicle transports sixteen or more persons including the driver or the school vehicle weighs 26,001 pounds or more. For purposes of the drug and alcohol testing program, "employees" also includes applicants who have been offered a position to operate a school vehicle. The employees operating a school vehicle are subject to the drug and alcohol testing program beginning the first day they operate or are offered a position to operate a school vehicle and continue to be subject to the drug and alcohol testing program until such time employment is terminated or the employee will no longer operate, at any time, a commercial motor vehicle for the school.

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

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

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

105

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

I, ( \_\_\_\_\_ ), have received a copy, read and understand the Drug and Alcohol  
Name of Employee  
Testing Program policy of the Red Oak Community School District and its supporting  
documents.

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

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

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

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

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

\_\_\_\_\_  
(Signature of Employee)

\_\_\_\_\_  
(Date)



## Substance-Free Workplace

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

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

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

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

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

## SUBSTANCE-FREE WORKPLACE REGULATION

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

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

**SUBSTANCE-FREE WORKPLACE NOTICE TO EMPLOYEES**

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

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

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

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

**SUBSTANCE-FREE WORKPLACE ACKNOWLEDGMENT FORM**

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

\_\_\_\_\_  
(Signature of Employee)

\_\_\_\_\_  
(Date)

109

## Harassment

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

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

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

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

### II. Definitions

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

1. submission to that conduct or communication by an individual is made a term or condition, either explicitly or implicitly, of obtaining or retaining employment;

2. submission to or rejection of that conduct or communication by an individual is used as a factor in decisions affecting the individual's employment; or
3. that conduct or communication has the purpose or effect of substantially or unreasonably interfering with an individual's employment or education, or creating an intimidating, hostile or offensive employment environment.

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

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

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

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

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

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

### III. Reporting Procedures

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

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

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

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

The Board hereby designates the Equity Coordinator as the individual responsible for identifying, investigating, preventing, and remedying harassment within the district. The district shall conspicuously post the name of the Equity Coordinator, including mailing addresses and telephone numbers.

### IV. Investigation Procedures

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

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

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

**V. District Action**

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

**VI. Prohibition on Retaliation**

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

**VII. Right to Alternative Complaint Procedures**

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

**Violence in the Workplace**

The Red Oak Community School District will not tolerate any type of workplace violence committed by or against employees. Employees are prohibited from making threats or engaging in violent activities. The District will take all available steps to ensure compliance with this policy, including disciplinary and legal action, if warranted. Any employee who is threatened with bodily harm by an individual or a group while carrying out his/her assigned duties shall immediately notify the administration. Immediate steps will be taken in cooperation with the employee to provide every reasonable precaution for his/her safety. Precautionary steps, including legal action, shall be reported to the Superintendent's office.

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

113

## Workplace Safety

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

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

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

## Employee Benefits Information

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

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

### Benefit Eligibility (30-day Enrollment Window)

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

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

### Flexible Spending Accounts (Section 125)

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



pertaining to flexible spending accounts apply. Eligible employees may enroll with coverage becoming effective on the first of the following month from their hire date.

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

#### Term Life Insurance and Long-Term Disability

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

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

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

#### Retirement Plan/Annuities

The Iowa Public Employee Retirement System is offered to full-time and part-time regular employees. Eligible employees are automatically enrolled beginning on their date of hire. The District pays 9.44% while the employee contributes 6.29% effective July 1, 2018.

#### Tax Sheltered Annuity - 403(b) Universal Availability Notice

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

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

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

#### Employee Hours

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

### Staff Reduction

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

### Job Transfers - Voluntary and Involuntary

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

### Payroll and Distribution

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

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

### Paycheck Deductions

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

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

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

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

### Other Payroll Information

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

114

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

### Unemployment Insurance

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

### Work Schedules

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

### School Closings

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

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

117

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

When school is cancelled due to inclement weather or other adverse conditions, paraeducators and office secretaries will not be required to report for work and no salary reduction will be made until the end of the contract year and then only if the cancelled day is not rescheduled as a make-up day.

Code No. 102.R1  
Page 1 of 2

### GRIEVANCE PROCEDURE

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

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

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

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

#### Level Two - Compliance Officer

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

GRIEVANCE PROCEDURE

Level Three - Appeal to Board

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

The Compliance Officer is:

Name Tom Messinger, Supt.

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

Phone Number (712) 623-6600

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

119

SECTION 504 NOTICE OF NONDISCRIMINATION

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

(Title) Superintendent of Schools

(where located) Administrative Center, 1901 N Broadway St Ste A, Red Oak, IA 51566

(telephone number) (712) 623-6600

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

120

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

I, \_\_\_\_\_, am filing this grievance because

---

---

---

---

---

---

---

---

---

---

(Attach additional sheets if necessary)

Describe incident or occurrence as accurately as possible:

---

---

---

---

---

---

---

---

---

---

---

---

(Attach additional sheets if necessary)

Signature \_\_\_\_\_

Address \_\_\_\_\_

Phone Number \_\_\_\_\_

If student, name \_\_\_\_\_ Grade Level \_\_\_\_\_

Attendance center \_\_\_\_\_

121





**GRIEVANCE DOCUMENTATION**

**Name of Individual Alleging Discrimination or Non-Compliance**

Name \_\_\_\_\_

**Grievance**

**Date** \_\_\_\_\_

**State the nature of the complaint and the remedy requested.**

---

---

---

---

---

---

---

---

---

---

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

---

---

---

---

---

---

---

---

---

---

**Signature of Principal or  
Supervisor**

\_\_\_\_\_

123

**2018-2019 Salary Schedule**

Base Salary Contains TSS  
Funds

\$33,895

Step	BA	BA+10	BA+20	BA+30	BA+40	MA	MA+10	MA+20	MA+30	MA+40
0	1	1.02	1.05	1.08	1.1	1.12	1.14	1.17	1.2	1.22
	\$33,895	\$34,573	\$35,590	\$36,607	\$37,285	\$37,962	\$38,640	\$39,657	\$40,674	\$41,352
1	1.0379	1.0579	1.0879	1.123	1.143	1.1682	1.1882	1.2182	1.2535	1.2735
	\$35,180	\$35,858	\$36,874	\$38,064	\$38,742	\$39,596	\$40,274	\$41,291	\$42,487	\$43,165
2	1.0758	1.0958	1.1258	1.166	1.186	1.2164	1.2364	1.2664	1.307	1.327
	\$36,464	\$37,142	\$38,159	\$39,522	\$40,199	\$41,230	\$41,908	\$42,925	\$44,301	\$44,979
3	1.1137	1.1337	1.1637	1.209	1.229	1.2646	1.2846	1.3146	1.3605	1.3805
	\$37,749	\$38,427	\$39,444	\$40,979	\$41,657	\$42,864	\$43,542	\$44,558	\$46,114	\$46,792
4	1.1516	1.1716	1.2016	1.252	1.272	1.3128	1.3328	1.3628	1.414	1.434
	\$39,033	\$39,711	\$40,728	\$42,437	\$43,114	\$44,497	\$45,175	\$46,192	\$47,928	\$48,605
5	1.1895	1.2095	1.2395	1.295	1.315	1.361	1.381	1.411	1.4675	1.4875
	\$40,318	\$40,996	\$42,013	\$43,894	\$44,572	\$46,131	\$46,809	\$47,826	\$49,741	\$50,419
6	1.2274	1.2474	1.2774	1.338	1.358	1.4092	1.4292	1.4592	1.521	1.541
	\$41,603	\$42,281	\$43,297	\$45,352	\$46,029	\$47,765	\$48,443	\$49,460	\$51,554	\$52,232
7	1.2653	1.2853	1.3153	1.381	1.401	1.4574	1.4774	1.5074	1.5745	1.5945
	\$42,887	\$43,565	\$44,582	\$46,809	\$47,487	\$49,399	\$50,076	\$51,093	\$53,368	\$54,046
8	1.3032	1.3232	1.3532	1.424	1.444	1.5056	1.5256	1.5556	1.628	1.648
	\$44,172	\$44,850	\$45,867	\$48,266	\$48,944	\$51,032	\$51,710	\$52,727	\$55,181	\$55,859
9	1.3411	1.3611	1.3911	1.467	1.487	1.5538	1.5738	1.6038	1.6815	1.7015
	\$45,457	\$46,134	\$47,151	\$49,724	\$50,402	\$52,666	\$53,344	\$54,361	\$56,994	\$57,672
10	1.379	1.399	1.429	1.51	1.53	1.602	1.622	1.652	1.735	1.755
	\$46,741	\$47,419	\$48,436	\$51,181	\$51,859	\$54,300	\$54,978	\$55,995	\$58,808	\$59,486
11	1.4169	1.4369	1.4669	1.553	1.573	1.6502	1.6702	1.7002	1.7885	1.8085
	\$48,026	\$48,704	\$49,721	\$52,639	\$53,317	\$55,934	\$56,611	\$57,628	\$60,621	\$61,299
12	1.4548	1.4748	1.5048	1.596	1.616	1.6984	1.7184	1.7484	1.842	1.862
	\$49,310	\$49,988	\$51,005	\$54,096	\$54,774	\$57,567	\$58,245	\$59,262	\$62,435	\$63,112
13			1.5427	1.639	1.659	1.7466	1.7666	1.7966	1.8955	1.9155
			\$52,290	\$55,554	\$56,232	\$59,201	\$59,879	\$60,896	\$64,248	\$64,926
14				1.682	1.702	1.7948	1.8148	1.8448	1.949	1.969
				\$57,011	\$57,689	\$60,835	\$61,513	\$62,529	\$66,061	\$66,739
	BA	BA+10	BA+20	BA+30	BA+40	MA	MA+10	MA+20	MA+30	MA+40

124

Supplemental Pay Schedule  
 Figured on Base 31,275.00

Schedule 3

Athletics	Per Cent	Asst	MS
Football	15.50	10.00 (5)	10.00 (1)
Volleyball	15.50	10.00 (2)	7.50 (2)
Cross Country	12.50 (2)		
Girls Basketball	15.50	10.00 (2)	7.50 (2)
Boys BB	15.50	10.00 (3)	7.50 (2)
Wrestling	15.50	10.00	7.50
Girls Bowling	6.25		
Boys Bowling	6.25		
Girls Track	15.00	9.75	7.50 (2)
Boys Track	15.00	9.75	7.50 (2)
Tennis	11.50	8.00	
Golf	11.50 (2)		
Baseball	15.50	10.00 (2)	
Softball	15.50	10.00	
Wt. Training	7.00		
Cheerleaders			
F.B/B.B.	7.00		
Wrestling	3.00		
Yearbook			
H.S.	5.50	1.75	
M.S.	3.00	1.75	
Music			
Flag Corps	3.50		
H.S. Instr.	14.50		
M.S. Instr.	8.00		
H.S. Vocal	9.00		
M.S. Vocal	6.00		
H.S. Jazz Band	5.00		
Minnisingers	3.50		
Elem. Vocal	3.00		
Speech and Drama			
H.S. Sm. Gr.	3.50	2.75	
H.S. Lg. Gr.	3.50	2.75	
H.S. Play	5.50	4.00	
Debate	3.50		

125

	H.S. Musical	7.50	4.50
	M.S. Actors' Workshop	3.75	
	M.S. Play	3.75 (2)	3.00 (2)
Student Council			
	H.S.	4.00	
	M.S.	3.00	
School Paper			
	H.S.	3.50	
Eye of Tiger		3.50	
Junior Class Prom		2.00 (2)	
Safety Patrol		2.00	
High School Art		2.50	
Middle School Art		2.50	
Elem. Art Show		1.25	
Science Fair		1.50	
Ntl. Honor Society		1.00	
Ntl. Jr. Honor Society		1.00	

12/6

**2018-2019**

**Employee Manual Signature Page**

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

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

Printed Name: \_\_\_\_\_

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

12/7

**CERTIFIED COPY OF RESOLUTIONS  
OF BOARD OF DIRECTORS OF**

**Red Oak Community School District**

(Name of Organization)

**2011 N 8th Street  
Red Oak, IA 51566**

(Corporate Address)

RESOLVED, that this organization enter into Lease Agreement No. 5309 dated October 4, 2018 and related Schedule No. 1 thereto with Lease Finance Group, a division of Minnesota Bank & Trust (hereinafter the "Lessor"), providing for the leasing of goods described therein by Lessor, to this organization, which lease agreement and schedules are to be substantially in the form of those presented to this meeting, subject to such modification as the officer executing the same may deem advisable; and it is further

RESOLVED, that the Board President of this organization is hereby authorized to execute and deliver such lease agreement and schedules to Lessor, on behalf of this organization; and it is further

RESOLVED, that the Board President of this organization is hereby authorized to execute and deliver to Lessor, any and all other documents and to take any and all other action as such officer deems appropriate to effectuate the purposes of these resolutions and any and all documents and agreements heretofore executed and acts or things heretofore done to effectuate the purposes of these resolutions are hereby in all respects ratified, confirmed and approved as the act or acts of this organization; and it is further

RESOLVED, that Lessor is hereby authorized to rely upon these resolutions and the certificate of the Secretary or Assistant Secretary of this organization until Lessor receives written notice of the revocation of these resolutions.

I hereby certify that the foregoing is a true and correct copy of resolutions duly adopted at a meeting of the Board of Directors of the above named organization duly called and held on \_\_\_\_\_; that a quorum was present and acted throughout the meeting; that such resolutions have not been rescinded, annulled, revoked or modified and are still in full force and effect; that neither the said resolutions nor any action to be taken pursuant thereto are or will be in contravention of any provision or provisions of the certificate of incorporation or bylaws of such organization or any agreement, indenture or other instrument to which such organization is a party; and that the certificate of incorporation of such organization, including all amendments thereto, does not contain any provision requiring any vote or consent of shareholders of such organization to authorize any lease or any creation of a security interest in all or any part of such organization's property, or any interest therein, or to authorize any other action taken or to be taken pursuant to such resolutions.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of such organization (if applicable) on this date, \_\_\_\_\_.

By \_\_\_\_\_

Its \_\_\_\_\_

128

## LEASE AGREEMENT

For and in consideration of the mutual covenants and promises hereinafter set forth, the individual, company or other legal person identified on the signature page of this Lease as the lessor ("Lessor") and the individual, company or other legal person identified on the signature page of this Lease as the lessee ("Lessee") hereby agree as follows:

1. **LEASE.** Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, all machinery, equipment, motor vehicles and other property described in any schedule or schedules executed by the parties, concurrently herewith or hereafter, which schedules state they are subject to this Lease (collectively, the "Schedules"). All machinery, equipment, motor vehicles and other property described in any Schedule and all replacement parts, additions, repairs and accessories incorporated in, or attached or affixed to, any such property is collectively referred to in this Lease as the "Equipment."
2. **TERM OF LEASE.** This Lease shall commence on the date it is executed and, unless sooner terminated by Lessor as provided in Section 18, shall continue until the total number of "Payments" shown on each Schedule shall have been made and all amounts Lessee is required to pay under Section 14 (if any) have been paid.
3. **RENT.** As rent for the Equipment described on each Schedule, Lessee agrees to pay to Lessor the sum of (x) the rent payments shown under "Rent Payment" on that Schedule, multiplied by the total number of "Payments" shown on that Schedule, plus (y) any additional rent specified on that Schedule, plus (z) "Interim Rent" amounts payable with respect to the period between the Commencement Date and the first Rent Payment Due Date, based on a 30-day month and the number of days between the Commencement Date and the first Rent Payment Due Date. Payments are to be made on each and every Rent Payment Due Date shown on the Schedule until the total number of payments has been made. The first rent payment with respect to each Schedule is due upon (i) Lessee's execution of a delivery receipt, if the Equipment described in that Schedule is motor vehicles, or (ii) upon Lessee's acceptance (as described in Section 8) of any Equipment other than motor vehicles described in that Schedule. Rent shall be paid on the dates specified in the Schedule at the office of Lessor or to such other person or at such other place as Lessor may from time to time designate in writing. In addition to the rent payments described above, Lessee shall pay the amount of any personal property taxes or other taxes and all maintenance, insurance and other costs and expenses with respect to the Equipment (including amounts, if any, required to be paid under Sections 13 and 15 of this Lease). If Lessee fails to make any such payment or pay any other expense required to be paid by Lessee pursuant to this Lease, Lessor, at its option, may pay such expense, which shall constitute additional rent and be due and payable from Lessee to Lessor upon demand thereof.
4. **LATE CHARGE.** The Payments described in Section 3 shall be paid when due to the person entitled to those payments. In the event Lessee's rental payments or any sum required to be paid to Lessor shall become past due, Lessee agrees to pay to Lessor, not later than one month thereafter, an amount equal to 5% of the scheduled lease payment or twenty dollars (\$20.00), whichever is greater, but only to the extent allowed by law.
5. **SECURITY DEPOSIT.** Lessee has deposited or will deposit with Lessor the sum shown as "Security Deposit", if any, on each Schedule as a security deposit and not as advance rent. Lessor may, at its option, apply any security deposit to cure any default by Lessee under the Lease, in which event Lessee shall promptly pay a sufficient amount to Lessor to restore the security deposit to the full amount specified on the Schedule. Upon termination of this Lease, Lessor shall return any remaining balance of the security deposit, if any, to Lessee if, and only if, Lessee has fulfilled all of its obligations under the Lease.
6. **SELECTION OF EQUIPMENT AND SUPPLIER.** Lessee has selected the Equipment and the supplier of the Equipment. Lessor agrees to order the Equipment from the supplier in accordance with Lessor's customary practices, and Lessor shall not be obligated to lease the Equipment to Lessee unless the supplier fills the order. Lessor shall have no liability because of any delay by the supplier in filling the order. Lessee will accept the Equipment if delivered in good repair and authorizes Lessor to add to the Schedules any serial numbers or other identification of the Equipment when known. Any delay in the delivery of the Equipment will not affect the validity of this Lease.
7. **WARRANTIES.** LESSOR MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AS TO THE CONDITION, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF, THE ABSENCE OR ANY CLAIM OF INFRINGEMENT OR THE LIKE WITH RESPECT TO, OR ANY OTHER MATTER CONCERNING, THE EQUIPMENT AND EXPRESSLY DISCLAIMS ANY SUCH WARRANTIES OR ANY OTHER WARRANTIES IMPLIED BY LAW. LESSEE HEREBY WAIVES ANY CLAIM IT MIGHT HAVE AGAINST LESSOR FOR ANY LOSS, DAMAGE OR EXPENSE CAUSED BY THE EQUIPMENT OR BY ANY DEFECT THEREIN, OR BY THE USE OR MAINTENANCE OF, OR SERVICING OR ADJUSTMENT TO, THE EQUIPMENT AND, AS TO LESSOR, LEASES THE EQUIPMENT AS-IS AND WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND. LESSOR WILL NOT BE LIABLE FOR ANY LOSS OR INTERRUPTION OF OR DAMAGE TO LESSEE'S BUSINESS ON ACCOUNT OF ANY MECHANICAL FAILURE OR DELAY IN CONNECTION WITH THE FURNISHING OR USE OF THE EQUIPMENT. Lessee acknowledges that Lessor is not a dealer or manufacturer of equipment of any kind and is not the seller of the Equipment, and that each unit of Equipment is of a type, size, design and capacity selected solely by Lessee. Lessee also acknowledges that Lessor supplies the Equipment without any obligation to install, test, erect, service or maintain the Equipment. If the Equipment is not properly installed, does not operate as represented or warranted by the manufacturer or seller thereof, or is unsatisfactory for any reason, Lessee shall make any claim on account thereof solely against the manufacturer or seller and no such occurrence shall relieve Lessee of any of its obligations under the Lease. The only warranty applicable to any Equipment is the manufacturer's warranty, if any (in the case of new Equipment). Lessee acknowledges receipt of the manufacturer's warranty with respect to any new Equipment. So long as Lessee is not in default under this Lease, Lessor assigns to Lessee any manufacturer's, seller's or other warranty, whether express or implied, on the Equipment and any claim that Lessor may have as owner of the Equipment against the manufacturer or supplier or any other person. Lessor makes no representation or warranty whatsoever concerning the validity or enforceability of any such assignment and makes no representation or warranty concerning the nature or scope of the warranty provided by any such manufacturer, seller, supplier or other person. All claims or actions on any warranty shall be made or prosecuted by Lessee, at its sole expense, and Lessor shall have no obligation whatsoever to make any claim on such warranty. Any recovery in cash or cash equivalents under such warranty shall be made payable jointly to Lessee and Lessor. At Lessor's option, all cash proceeds or cash equivalents from such warranty recovery may be used to repair or replace the Equipment. Lessee shall continue to pay rent to Lessor as specified in this Lease, notwithstanding any claim for breach of warranty.
8. **INSPECTION AND ACCEPTANCE BY LESSEE.** Upon delivery of the Equipment, Lessee shall promptly make all necessary inspections and tests of the Equipment in order to determine whether the Equipment conforms to specifications and is in good condition and repair. Lessee shall promptly notify Lessor in writing of any defect or other objection to the type or condition of the Equipment. If Lessee fails to notify Lessor in writing of any defect in or objection to the Equipment within ten (10) days after delivery of the Equipment to Lessee, it shall conclusively be established, as between Lessor and Lessee, that Lessee has fully inspected the Equipment and that Lessee is satisfied with and has accepted the Equipment as in good condition and repair for all purposes of this Lease. If Lessee determines that the Equipment is in good condition and repair before the expiration of ten (10) days after the Equipment is delivered, and in all events prior to placing the Equipment in service, Lessee shall execute and deliver to Lessor a certificate of acceptance in a form satisfactory to Lessor. Lessee's acceptance of any Equipment with knowledge of a nonconformity cannot be revoked because of such nonconformity.
9. **LOCATION AND RIGHT OF INSPECTION.** The Equipment shall be delivered to and, with the exception of motor vehicles, at all times be located at the address of Lessee shown on this Lease, or at such other place as shall be mutually agreed upon in writing between Lessor and Lessee. Any motor vehicles included in the Equipment are leased principally for use in the United States, and will not be used outside of the United States and Canada. Lessor shall at any and all times during business hours have the right to enter into and upon the premises where the Equipment is located for the purpose of inspecting the Equipment or observing its use. Lessee shall not move any Equipment other than motor vehicles from the location to which said Equipment is delivered except with the prior written consent of Lessor. Lessee shall promptly advise Lessor of any circumstances with respect to location of the Equipment which may in any manner affect Lessor's title thereto.
10. **USE.** The Equipment shall be kept by Lessee in its possession and control. Lessee shall use the Equipment with due care, and shall comply with all laws, ordinances or regulations applicable to the use, operation or maintenance of the Equipment and the requirements of any insurer. Lessee shall put the Equipment only to the use contemplated by the manufacturer. Lessee shall use any motor vehicles included in the Equipment only in the course of Lessee's own business, and shall permit any such vehicles to be operated only by Lessee's agents or employees or members of Lessee's immediate family who, in each case, are legally licensed to operate such vehicles. No driver of any motor vehicle included in the Equipment shall have the authority to act on behalf of Lessor without prior written authorization from Lessor. If Lessor as owner of any motor vehicle included in the Equipment receives a notice of a parking or traffic violation which involves the payment of a fine or penalty, Lessor may (but is not required to) pay the fine or penalty. If Lessor does so, Lessee will immediately repay Lessor the amount of the fine or penalty and an additional \$10 handling and administrative fee. If any Equipment is confiscated by any public authority, or if Lessor suffers any damage because of Lessee's use of the Equipment for an illegal purpose, Lessee shall pay to Lessor the amount of any such damage and, in the case of confiscation, the Stipulated Loss Value determined in accordance with the relevant Schedule(s) and Lessor may, at its option, terminate this Lease.
11. **INDEMNITY.** Lessee shall hold Lessor harmless from, and pay to Lessor the amount of, any fines, penalties or other amounts for which Lessor is held liable as a result of, and any legal expenses Lessor has arising out of, the use, condition, ownership or operation of any items of Equipment, including any claims made under the strict

liability doctrine, and as a result of any lien, encumbrance or claim made on the Equipment by anyone, including Lessee's employees and agents. Lessee shall indemnify Lessor against, and hold Lessor harmless from, any and all claims, actions, damages (including reasonable attorneys' fees), obligations, liabilities and liens (including any of the foregoing arising or imposed without Lessee's fault or negligence, or in connection with latent or other defects, or any claim for patent, trademark or copyright infringement or under the doctrine of "strict liability"), imposed or incurred by or asserted against Lessor or its successors or assigns, arising out of the manufacture, purchase, lease, possession, operation, condition, return or use of the Equipment by operation of law or by Lessee's failure to comply with the terms of this Lease. Upon written notice by Lessor of the assertion of any claim hereby indemnified against, Lessee shall assume full responsibility for the defense thereof. This section shall survive termination of this Lease.

**12. ALTERATIONS, REPAIRS AND MAINTENANCE.** Lessee will, at its expense, keep and maintain the Equipment in good working order, supply and install all replacement parts and accessories when required to maintain the Equipment in good working order, which parts and accessories shall be and become the sole property of Lessor, and furnish all gasoline, oil, repairs, parts, tires, tubes, batteries, accessories, service, maintenance and all other items of a similar nature necessary for the operation of the Equipment. Lessee shall not, without the prior written consent of Lessor, make any alterations, modifications, additions, subtractions or improvements to, or mark the Equipment, but any such alterations, modifications, additions or improvements, whether or not authorized by Lessor, shall become the property of Lessor and shall be deemed to be a part of the Equipment. Lessee shall pay all costs required to repair all damage to, or alter, the Equipment or any accessories, or to make the Equipment conform to any federal, state or municipal requirements. Lessee shall follow any maintenance program required or recommended by the manufacturer of the Equipment to make sure that its warranty remains valid.

**13. LICENSING, REGISTRATION AND TAXES.** If the Equipment or use of the Equipment requires licensing by or registration with any governmental authority, Lessee shall, at its expense, obtain and maintain such license or registration continuously during the term of this Lease. As additional rent, Lessee shall pay when due all federal, state or local license and registration fees, assessments, sales, use, heavy vehicle use, property and other taxes (excluding any tax measured by Lessor's net income), together with any penalties or interest applicable thereto, now or hereafter imposed by any governmental authority upon any item of the Equipment or the rent payable hereunder or by reason of the use, operation or maintenance of the Equipment. Lessee shall pay all such fees or taxes whether they are payable by or assessed to Lessor or Lessee but, if under law or custom such payments shall be made only by Lessor, Lessee shall promptly notify Lessor and shall reimburse Lessor, upon demand, for all payments thereof made by Lessor. If by law any such registration, license fee or tax is billed to Lessor, Lessee, at its expense, will do any and all things required to be done by Lessor in connection with the licensing or registration procedure and the levy or assessment of any tax, including the billing or payment thereof. Upon request, Lessee shall provide Lessor with proof of payment of any such fee or tax.

**14. PURCHASE.** Upon the payment of the total number of rent payments specified in any Schedule under this Lease, Lessee shall (a) Cure any default under this lease, (b) If there is a dollar amount specified on the "Purchase Option" line on the Schedule, have the option, upon not less than sixty (60) days prior written irrevocable notice, to purchase all of the equipment described in that Schedule for the amount specified, plus applicable sales tax, (c) If the words "Fair Market Value" appear on the "Purchase Option" line on the Schedule, have the option, upon not less than sixty (60) days prior written irrevocable notice, to purchase all of the equipment described in that Schedule for the Fair Market Value, as defined below, plus applicable sales tax, and (d) If there is a dollar amount specified on the "Purchase Agreement" line on the Schedule, be required (and Lessee hereby irrevocably agrees) to purchase all of the Equipment described in that Schedule for the amount specified, plus applicable sales tax. Any purchase of any Equipment pursuant to the preceding sentence shall be "as is, where is", with all faults and without any warranty whatsoever (and Lessor shall convey the Equipment to Lessee by Bill of Sale containing a disclaimer of warranties similar to Section 7 above). For purposes of this Lease, "Fair Market Value" means the Fair Market Value of the Equipment as determined either (i) by written agreement of Lessor and Lessee, (ii) at Lessee's expense, by a professional appraiser acceptable to Lessor, or (iii) if the Fair Market Value cannot be determined by either of the preceding methods, as determined by Lessor in a commercially reasonable manner. Lessor may require payment of any Purchase Option or Purchase Agreement amount at any time not more than thirty (30) days prior to the expiration of the lease term with respect to the relevant schedule.

**15. INSURANCE.** Lessee, at its expense, shall procure, maintain and pay for (a) with respect to any Equipment other than motor vehicles, insurance against the loss or theft of or damage to the Equipment, for the "Stipulated Loss Value" determined in accordance with the relevant Schedule(s), naming Lessor and its assigns as loss payee, (b) comprehensive general liability insurance providing coverage for bodily injury and property damage with combined single limits of at least \$1 million not subject to an annual aggregate, naming Lessor and its assigns as an additional insured, and endorsed to act as primary insurance with respect to Lessor, (c) in the case of motor vehicles included in the Equipment, comprehensive and collision damage coverage for the actual cash value of the motor vehicle(s) and with a deductible not greater than the insurance deductible specified in the Schedule, naming Lessor and its assigns as loss payee, (d) in the case of motor vehicles included in the Equipment, motor vehicle liability insurance covering bodily injury or property damage arising out of the ownership, maintenance or use of the vehicle with combined single limits of at least \$1 million and naming Lessor and its assigns as additional insured, and endorsed to act as primary insurance with respect to Lessor, and (e) any other insurance required by Lessor or any governmental authority. All such insurance shall be in form and amount, and provided by an insurer, satisfactory to Lessor. Lessee shall deliver the policies of insurance or duplicates thereof or certificates of insurance to Lessor at the time the lease is signed or prior to the delivery of the Equipment and thereafter thirty (30) days prior to each policy renewal. Each insurer shall agree by endorsement upon the policy or policies issued by it or by independent instrument furnished to Lessor that the insurer will provide thirty (30) days prior written notice to Lessor of any cancellations or non-renewal of the policy or any material change in policy conditions. Lessee shall comply with all restrictions (including any geographical limitations) contained in any insurance policies. All insurance policies shall provide that the insurance shall not be invalidated as to Lessor by any act, omission or neglect of Lessee. Lessee shall notify Lessor immediately in writing of any accident involving the Equipment regardless of the amount of damage, and shall cooperate fully with Lessor and all insurance companies in the investigation, prosecution and defense of claims. The proceeds of any insurance, at the option of Lessor, shall be applied (aa) toward the replacement, restoration or repair of the Equipment, or (bb) toward payment of the obligations of Lessee under this Lease. Lessee hereby appoints Lessor as Lessee's attorney-in-fact to make claim for, receive payment of, and execute and endorse all documents, checks or drafts for loss or damage under any such insurance or pay said fees, assessments, charges and taxes, as the case may be. In that event Lessee shall reimburse Lessor for the cost thereof upon demand, and failure to repay the same shall constitute an Event of Default under this Lease.

**16. LOSS AND DAMAGE.** Lessee hereby assumes and shall bear the entire risk of loss, theft, damage or destruction of all or any item of the Equipment from any cause whatsoever; and no loss, theft, damage or destruction of all or any item of the Equipment shall relieve Lessee of its obligation to pay rent or of any other obligation under this Lease, which shall continue in full force and effect, notwithstanding such loss, theft, damage or destruction. This risk of loss shall pass to Lessee on the earlier of (i) delivery of the Equipment to a carrier for shipment to Lessee; (ii) tender of the Equipment to Lessee; or (iii) acknowledgement by a bailee who holds the Equipment of Lessee's right to possession of the Equipment. In the event of damage to any item of Equipment, Lessee shall immediately place the same in good repair (ordinary wear and tear excepted). If Lessor determines that any item of Equipment is lost, stolen, destroyed or damaged beyond repair, Lessee, at the option of Lessor, will (a) replace the same with similar equipment in good repair, or (b) pay Lessor in cash all of the following: (aa) all amounts then owed by Lessee to Lessor under this Lease, and (bb) the Stipulated Loss Value of said item of Equipment, determined as of that date in accordance with the Schedule(s), less any proceeds of insurance thereon received by Lessor. Upon Lessor's receipt of such payment, Lessee shall be entitled to whatever interest Lessor may have in said item of Equipment, in its then condition and location, without warranties, express or implied, and this Lease shall be terminated with respect to such item.

**17. DEFAULTS.** The occurrence of any one or more of the following events shall constitute an Event of Default under this Lease:

- (a) Lessee shall fail to make any rent or other payment when due and such failure to make payment continues for a period of five (5) days; or
- (b) Lessee shall fail to perform or observe any other covenant, condition or agreement to be performed or observed by it under this Lease and such failure shall continue for a period of ten (10) days after written notice thereof is delivered to Lessee by Lessor; or
- (c) Any representation or warranty made by Lessee in this Lease or in any document or certificate furnished to Lessor in connection with or pursuant to this Lease (including but not limited to financial statements) shall have been false in any material respect when made or furnished; or
- (d) Lessee shall become insolvent or bankrupt or make an assignment for the benefit of creditors or consent to the appointment of a trustee or receiver, or a trustee or receiver shall be appointed for Lessee or for a substantial part of its property without its consent and shall not be dismissed for a period of thirty (30) days, or bankruptcy, reorganization or insolvency proceedings shall be instituted by or against Lessee and, if instituted against Lessee, shall not be dismissed for a period of thirty (30) days, or Lessee dies, is dissolved, terminates its existence or its business is discontinued; or
- (e) Lessee removes, sells, transfers, encumbers, parts with possession of or sublets, or attempts to remove, sell, transfer, encumber, part with possession of or sublet all or any item of the Equipment; or
- (f) Lessee is liquidated or dissolved, or commences any acts relative thereto, or, without the prior written consent of Lessor, (i) Lessee sells or otherwise disposes of all or substantially all of the assets of Lessee, (ii) Lessee merges or consolidates with any other person, (iii) if Lessee is a corporation, ownership, control, or power to vote fifty percent (50%) or more of the outstanding shares of any class of voting securities of Lessee is transferred by the current holders, in one or more transactions, or (iv) Lessee allows a Blocked Person to have an ownership interest in or control of Lessee. "Blocked Person" means any person or entity that is now or at any time (a) on a list of Specially Designated Nationals issued by the Office of Foreign Assets Control ("OFAC") of the United States Department of the Treasury or any sectoral sanctions identification list, or (b) whose property or interests in property are blocked by OFAC or who is subject to sanctions imposed by law, including any executive order of any branch or department of the United States government, or (c) otherwise designated by the United States or any regulator having jurisdiction or regulatory oversight over Lessor, to be a person with whom Lessor is not permitted to extend credit to or with regard to whom, a lessee relationship may result in penalties against Lessor or limitations on a lessor's ability to enforce a transaction; or



(g) Any indebtedness of Lessee (including but not limited to indebtedness to Lessor or any of its affiliates) is not paid when due, or Lessee defaults under any bond, debenture, note or other evidence of indebtedness of Lessee or under any indenture or other instrument under which any such evidence of indebtedness has been issued or by which it is governed and payment of such indebtedness is accelerated.

**18. REMEDIES.** Upon the occurrence and during the continuation of any Event of Default, Lessor shall have all the rights and remedies provided by applicable law and by this Lease. In addition to the rights and remedies provided by applicable law, Lessor may, at its option, declare this Lease to be in default. Upon declaring this Lease to be in default, Lessor, at its sole discretion, may exercise any one or more of the following remedies:

- (a) terminate this Lease;
- (b) declare immediately due and payable, without notice or demand to Lessee, the sum of (i) the accrued and unpaid rent payments for the period ending on the date of default; (ii) any and all remaining rent payments due for the period from the date of default through the scheduled expiration of this Lease or the present value of any and all rent payments for the period from the date of default through the scheduled expiration of this Lease calculated at the then current discount rate as determined by Lessor; (iii) any purchase agreement amount specified on the Purchase Agreement line on the relevant Schedule(s); (iv) if and only if Lessee has previously exercised an option to purchase pursuant to Section 14 hereof, any purchase option amount specified on the Purchase Option line on the relevant Schedule(s); and (v) any other sums then payable under the Lease;
- (c) cause Lessee, upon written demand of Lessor and at Lessee's expense, to return promptly any or all items of Equipment to Lessor in accordance with all of the terms of Section 21 hereof, or Lessor, at its option, may take possession of any or all items of Equipment without demand or notice where the same may be located without any court order or process of law and remove the same without liability for injuries suffered through or loss caused by such repossession, and such repossession shall not constitute termination of this Lease unless Lessor expressly terminates this Lease in writing, and Lessee waives any and all rights to notice and judicial hearing with respect to the repossession or attachment of the Equipment by Lessor in the event of default under this Lease by Lessee;
- (d) sell or lease any or all items of Equipment at public or private sale or lease at such time(s) as Lessor may determine and, if notice thereof is required by law, any notice in writing of such sale or lease by Lessor to Lessee not less than ten (10) days prior to the date thereof shall constitute reasonable notice thereof to Lessee; or otherwise dispose of, hold, use, operate, or keep idle such Equipment, all as Lessor, at its sole discretion, may determine and all free and clear of any rights of Lessee and without any duty to account to Lessee for such action or inaction or for any proceeds with respect thereto;
- (e) exercise any other right or remedy which may be available to Lessor under the Uniform Commercial Code or any other applicable law or proceed by appropriate court action to enforce the terms of this Lease, to recover possession of the Equipment, to recover damages for the breach of this Lease or to rescind this Lease as to any or all Equipment.

Lessor may elect, whether before or after recovering possession of the Equipment, by written notice to Lessee, to cause Lessee to pay Lessor as liquidated damages for loss of a bargain and not as a penalty, and in lieu of all other sums due to Lessor for the remaining term of this Lease (except any indemnification obligation under Section 11, which shall survive the payment of the Stipulated Loss Value) on the date specified in such notice, an amount equal to the rent payment or payments and other payments under the Lease that are due and payable as of the date of the written notice, plus a sum equal to the Stipulated Loss Value of the Equipment, determined as of the date of the written notice in accordance with the Schedule(s), reduced by any net proceeds of the disposition of the Equipment which were previously received by the Lessor. In the event Lessor collects the liquidated damages specified in the preceding sentence and has not previously sold or re-leased the Equipment, Lessor shall appoint Lessee as Lessor's agent to dispose of the Equipment at the best price obtainable on an "as is, where is" basis and Lessee shall be entitled to the proceeds of such sale of the Equipment to the extent they do not exceed the Stipulated Loss Value and shall pay any excess to Lessor.

Lessee shall pay Lessor all costs and expenses, including attorneys' fees, incurred by Lessor in exercising any of its rights or remedies under this Lease or in enforcing any of the terms or conditions of this Lease. Lessee shall continue to be liable for all indemnities under this Lease and for all legal fees and other costs and expenses resulting from an Event of Default or the exercise of Lessor's remedies, including placing any Equipment in the condition required by Section 21 of this Lease, notwithstanding Lessor's exercise of any right or remedy under this Lease. Except as expressly provided above, no remedy is exclusive, but each shall be cumulative and in addition to any other remedy referred to above or otherwise available to Lessor at law or in equity. The repossession or subsequent sale or lease by Lessor of any item of Equipment shall not bar an action for a deficiency as herein provided and the bringing of any action or the entry of judgment against Lessee shall not bar Lessor's right to repossess any or all items of Equipment. No express or implied waiver by Lessor of any default shall constitute a waiver of any other default by Lessee or a waiver of any of Lessor's rights. To the extent permitted by applicable law, Lessee hereby waives any rights now or hereafter conferred by statute or otherwise which may require Lessor to sell, lease or otherwise use any Equipment in mitigation of Lessor's damages as set forth in this Section 18 or may otherwise limit or modify any of Lessor's rights or remedies under this Section 18. LESSEE AGREES THAT ANY ACTION BY LESSEE OR LESSOR CONCERNING THE LEASE SHALL BE VENUED IN THE COURTS OF THE STATE OF MINNESOTA, AND LESSEE HEREBY SUBMITS TO THE PERSONAL JURISDICTION OF THE COURTS OF MINNESOTA, BOTH FEDERAL AND STATE, IN ANY ACTION WITH RESPECT TO THIS LEASE AND AGREES THAT ANY STATE COURT ACTION SHALL BE VENUED IN THE DISTRICT COURT OF HENNEPIN COUNTY, MINNESOTA. LESSOR AND LESSEE EACH IRREVOCABLY WAIVE THE RIGHT TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS LEASE OR THE TRANSACTIONS CONTEMPLATED HEREBY.

**19. ASSIGNMENT.** Lessee shall not assign, pledge or hypothecate this Lease in whole or in part, nor any interest in this Lease, nor shall Lessee sublet or lend any item of the Equipment, nor pledge, mortgage or otherwise encumber the Equipment or permit it to be encumbered, without the prior written consent of Lessor. Lessee's interest herein may not be assigned or transferred by operation of the law. Consent to any of the foregoing acts shall not be deemed to be consent to any subsequent similar act. Lessor may assign this Lease and any documents and rights related hereto, including guarantees, and may mortgage the Equipment or both in whole or in part, without notice to Lessee. If Lessee is given notice of such assignment, it shall acknowledge receipt of that notice in writing. Each assignee or mortgagee from Lessor shall have all of the rights, but none of the obligations, of Lessor under this Lease. Lessee shall not assert against any assignee and/or mortgagee any defense, counterclaim or offset that Lessee may have against Lessor. Upon receipt from Lessor of written notice of assignment, Lessee will pay to the assignee any portion of the rent assigned to the assignee. Lessee's obligation to pay rent to the assignee shall be absolute and unconditional and shall not be subject to any defense or offset, and said obligations shall continue until Lessee receives a written notice from the assignee that all indebtedness secured by such assignment has been paid in full. Notwithstanding any assignment, Lessor warrants that Lessee shall quietly enjoy use of the Equipment, subject to the terms and conditions of this Lease. Subject to this Section 19, this Lease inures to the benefit of and is binding upon the heirs, legatees, personal representatives, successors and assigns of Lessor and Lessee.

**20. OWNERSHIP.** The Equipment is and shall at all times remain the sole and exclusive property of Lessor. Lessee shall have no right, title or interest therein or thereto except as expressly set forth in this Lease. Lessee has no right, title or interest in the property except as Lessee. The Equipment shall remain personal property regardless of whether it becomes affixed or attached to real property, or permanently rests upon any real property or any improvement thereon. Lessee shall not attach the Equipment to any personal or real property so as to cause the property to become an accession or fixture thereto or take any action which would confer upon any person having an interest in such real or personal property an interest in the Equipment. Lessee agrees to execute all such agreements and other documents, and to obtain the execution thereof, in recordable form, by all parties having an interest in any real property to which any of the Equipment is affixed, as Lessor may, from time to time, reasonably request with respect to the identity of the Equipment as personal property, and Lessee further consents to the recordation of all such agreements and documents. Lessee shall affix to the Equipment and maintain thereon such labels, plates or decals as may be provided by Lessor, or conspicuously mark the Equipment with such language as Lessor may reasonably request, to the effect that such Equipment is owned by Lessor. Lessor is hereby authorized at Lessee's expense to cause this Lease or any financing statement in respect thereto, showing the interest of Lessor in the Equipment, to be filed or recorded with any governmental office deemed appropriate by Lessor. A carbon, photographic or other reproduction of this Lease or any financing statement filed pursuant to this Lease may be filed by Lessor as a financing statement. Lessee shall execute all documents requested by Lessor to affect any filing.

**21. SURRENDER.** Upon expiration of this Lease with respect to each unit of Equipment, Lessee shall (unless Lessee shall have exercised an option, or have been required, to purchase such unit of Equipment and shall have paid all amounts payable pursuant to Section 14 with respect thereto) return each unit of Equipment to Lessor free of all advertising or insignia placed thereon by Lessee, and in good condition, repair and working order (ordinary wear and tear resulting from the proper use of the Equipment excepted). Absence or malfunctioning of a catalytic converter or other pollution control equipment with respect to any motor vehicle included in the Equipment shall not be considered ordinary wear and tear. Lessee shall return the Equipment, in accordance with Lessor's instructions, either (a) by delivering the Equipment at Lessee's sole cost and expense, to any location selected by Lessor within the country in which the Equipment was delivered to Lessee, or within the country to which the Equipment was moved with Lessor's consent, to the nearest office of Lessor, or to the location identified on the relevant Schedule for return of the Equipment (whichever of the foregoing is selected by Lessor, at its sole discretion); or (b) by loading the Equipment on board any carrier designated by Lessor and shipping the same, freight prepaid by Lessee, to a destination selected by Lessor. If Lessee fails to return a unit of Equipment to Lessor at the expiration of this Lease, Lessee shall pay rent at the rate stated on the Schedule until the Equipment is returned to Lessor. This provision shall not be construed to be a right of renewal, or to authorize Lessee to retain the Equipment after the expiration of the Lease.

**22. NO OFFSET; IRREVOCABLE AND INDEPENDENT PROMISES.** Upon Lessee's acceptance of any Equipment, Lessee's promises to pay rent and perform all other obligations with respect to such Equipment shall become irrevocable and independent, and shall not be subject to cancellation, termination, modification, repudiation, excuse or substitution without the consent of Lessor or any assignee. Lessee hereby waives any and all existing and future claims and offsets against any rent or other payments due hereunder, and agrees to pay the rent and other amounts due hereunder regardless of any offset or claim which may be asserted by Lessee or on its behalf against Lessor or any other person. This is a net lease and rent due under this Lease shall not be subject to abatement for any reason whatsoever. Lessee hereby further

acknowledges that the manufacturer or vendor of the Equipment and their agents and employees were at no time and are not now the agents or under the supervision of Lessor, and that Lessor was not and is not the agent of the manufacturer or vendor.

**23. WAIVERS.** No waiver of Lessee's obligations, conditions or covenants shall be deemed to take place unless the waiver is in writing and signed by Lessor. Failure to exercise any remedy which Lessor may have under this Lease or any acquiescence in the default of Lessee by Lessor shall not constitute a waiver of any obligation of Lessee, including the obligation as to which Lessee is in default; and Lessor shall be entitled to pursue any remedy available to it under this Lease until Lessee has rendered complete performance of all obligations under this Lease.

**24. FINANCIAL AND OTHER REPORTS.** During the term of this Lease, Lessee shall furnish Lessor with annual financial statements within one hundred twenty (120) days after the end of Lessee's fiscal year, and Lessee shall provide Lessor such other financial information as Lessor may from time to time request, including, without limitation, any reports filed with federal or state regulatory agencies. Lessee hereby warrants and represents that all financial statements previously delivered or to be delivered to Lessor by or on behalf of Lessee, and any statements and data submitted in writing to Lessor in connection with this Lease, are or will be true and correct and did or will fairly present the financial condition of Lessee for the periods involved.

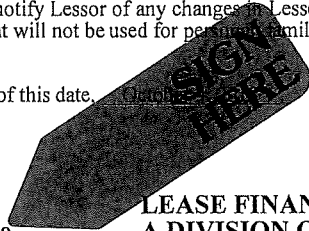
**25. MASTER LEASE.** In the event Lessor shall hereafter lease to Lessee additional Equipment, the Equipment shall be described on a Schedule executed by the parties which shall refer to this Lease. Each Schedule shall, in addition to describing the Equipment to be leased thereunder, set forth the term of the Lease with respect to that Equipment, the amount of rent, the manner of payment of the rent, the number of rent payments, the commencement of the rent payments, the amount of any security deposit and the stipulated loss value with respect to that Equipment, whether Lessee has the option, or shall be required, to purchase the Equipment and at what price, and may include other provisions. Each such Schedule when executed by the parties shall be deemed to be a separate lease, and all of the provisions of this Lease, except such provisions as may be explicitly amended by a Schedule, shall govern such Schedule(s), it being understood and agreed that this Lease shall be the Master Lease.

**26. CROSS DEFAULT.** Lessee hereby agrees that any default by Lessee in the payment of rent or performance of any other term or condition of any lease between Lessor and Lessee, or under any Schedule, whether previously or hereafter entered into, shall at the option of Lessor constitute an Event of Default in all Leases or Schedules, including this Lease between Lessor and Lessee, and that thereupon the provisions of Section 18 above shall be applicable.

**27. NOTICES.** All notices required or permitted under this Lease shall be sufficient if delivered personally or mailed to the party receiving the notice at the address set forth below that party's signature, or at such other address as either party may designate in writing delivered to the other party from time to time. Any such notice shall be effective upon delivery or forty-eight (48) hours after it has been deposited in the United States mail, duly addressed and postage prepaid.

**28. MISCELLANEOUS.** LESSEE ACKNOWLEDGES AND AGREES THAT THIS LEASE IS INTENDED AS A "FINANCE LEASE" AS DETERMINED IN MINN. STAT. SECTION 336.2A-103(1)(G), AND THAT LESSOR IS ENTITLED TO ALL BENEFITS, PRIVILEGES AND PROTECTIONS OF A LESSOR UNDER A FINANCE LEASE. This Lease contains the entire agreement between the parties and embodies any oral representations, negotiations or agreement made in connection herewith. If more than one party executes this Lease as Lessee, all obligations to be performed by Lessee shall be the joint and several liability of all such parties. Wherever the context permits, Lessee's representations, warranties and covenants under this Lease shall survive the delivery and return of the Equipment. Any provision of this Lease which may be determined by competent authority to be prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective, to the extent of such prohibition or unenforceability, without invalidating the remaining provisions of this Lease, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provisions in any other jurisdiction. To the extent permitted by applicable law, Lessee hereby waives any provision of law which renders any provision of this Lease prohibited or unenforceable in any respect. No term or provision of this Lease may be changed, waived, discharged or terminated orally, but only by an instrument in writing signed by the party against which the enforcement of the change, waiver, discharge or termination is sought. To the extent that payments hereunder do constitute interest, the parties agree that any interest to be paid the Lessor shall in no contingency exceed the maximum amount permissible under applicable law. If under any circumstances whatsoever, interest would otherwise be payable to Lessor at a rate in excess of that permitted under applicable law, then the interest payable to Lessor shall be reduced to the maximum amount permitted under applicable law, and if under any circumstance Lessor shall ever receive anything of value deemed interest by applicable law which would exceed interest at the highest lawful rate, any amount equal to any excessive interest shall be applied to the reduction of the principal amount of the obligation owing to Lessor and not to the payment of interest, or if such excessive interest exceeds the unpaid principal amount of such obligation, such excess shall be refunded to the Lessee. All interest paid or agreed to be paid to Lessor shall, to the extent permitted by applicable law, be amortized, prorated, allocated and spread throughout the full period until payment in full of the principal amount of the obligations owing to the Lessor so that the rate of interest thereon for such full period shall not exceed the maximum amount permitted by applicable law. Nothing herein contained shall give or convey to Lessee any right, title or interest in and to any Equipment leased hereunder except as Lessee. NOTWITHSTANDING THE PRECEDING SENTENCE, LESSEE ACKNOWLEDGES THAT FOR INCOME TAX PURPOSES ONLY, LESSOR IS TREATING LESSEE AS OWNER OF THE EQUIPMENT AND THAT LESSEE HAS NEITHER SOUGHT NOR RECEIVED TAX ADVICE FROM LESSOR AS TO THE AVAILABILITY TO LESSEE OF ANY TAX BENEFITS WITH RESPECT TO THE EQUIPMENT. In the event this lease is construed by a court as a security agreement rather than as a lease (which is hereby declared contrary to the intent of the parties), Lessee hereby grants Lessor a first priority security interest in the Equipment, free and clear of any other liens, encumbrances or security interests and agrees to execute any financing statements, fixture filings or other instruments necessary or expedient for filing, recording or perfecting the interest and title of Lessor and any assignee of Lessor at the request of Lessor, and all costs incurred in connection therewith (including, without limitation, filing fees and taxes) shall be paid by Lessee. The captions in this Lease are for convenience of reference only and shall not define or limit any of the terms or provisions hereof. As used in this Lease, the term "Lease" shall include all exhibits and schedules related to this Lease. The neuter includes the masculine or feminine, the singular includes the plural, and the word "Lessor" includes all assignees of Lessor. THIS LEASE SHALL IN ALL RESPECTS BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE INTERNAL LAWS (BUT NOT THE LAW OF CONFLICTS) OF THE STATE OF MINNESOTA, INCLUDING ALL MATTERS OF CONSTRUCTION, VALIDITY AND PERFORMANCE. Time is of the essence hereof. Lessee's obligations hereunder shall survive the expiration or earlier termination thereof. This Lease shall not become effective or binding until executed by Lessor at its place of business in Minnetonka, Minnesota. Lessee shall promptly notify Lessor of any changes in Lessee's address. Lessee warrants and agrees that the Equipment is leased and will be used for business purposes only and that the Equipment will not be used for personal, family or household purposes.

IN WITNESS WHEREOF, Lessor and Lessee have executed this Lease as of this date,



**RED OAK COMMUNITY SCHOOL DISTRICT, Lessee**

**LEASE FINANCE GROUP,  
A DIVISION OF MINNESOTA BANK & TRUST, Lessor**

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

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

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

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

Address: 2011 N 8th Street  
Red Oak, IA 51566

Address: Suite 200  
9800 Bren Road East  
Minnetonka, MN 55343

132

SCHEDULE TO LEASE AGREEMENT

LESSOR: Lease Finance Group, a division of Minnesota Bank & Trust LEASE NO. 5309

LESSEE: Red Oak Community School District SCHEDULE NO. 1

EQUIPMENT

Computer Equipment, per attached Schedule "A"

Location of Equipment (if other than Lessee's address on the Lease): County:

INITIAL LEASE TERM: 3 Years, 3 Annual Payments; RENT PAYMENT: \$ 30,619.52 per year, plus applicable taxes; RENT PAYMENT DUE DATE: The 1st day of each October

PAYMENT APPLIES TO: First Payment \$ 30,619.52, Taxes %, Administrative Fee \$ 350.00, Other \$, Security Deposit \$, Amount Due \$ 30,969.52; END-OF-LEASE OPTIONS: Purchase Option \$, X Purchase Agreement \$ 1.00; STIPULATED LOSS VALUE: Year 1 \$ 86,904.00, Year 2 \$ 68,160.00, Year 3 \$ 44,304.00, Year 4 \$, Year 5 \$, Year 6 \$

Other Terms:

Rent Payments shall commence upon Lessee's acceptance of the Equipment and shall be made on each Rent Payment Due Date thereafter until the total number of Payments has been made. Lessor hereby leases to Lessee and Lessee hereby leases from Lessor the Equipment described above under the terms and conditions set forth above and pursuant to and subject to all terms and conditions of the Lease Agreement between Lessor and Lessee dated October 4, 2018.

ACCEPTED: DATED AS OF October 4, 2018

LEASE FINANCE GROUP, A DIVISION OF MINNESOTA BANK & TRUST (Lessor) RED OAK COMMUNITY SCHOOL DISTRICT (Lessee)

By: Title: By: Title:

By: Title: By: Title:

CERTIFICATE OF ACCEPTANCE

Lessee hereby certifies that the Equipment described above has been received by Lessee in good order and condition acceptable to Lessee. Any decals or metal plates supplied by Lessor have been affixed to the Equipment in accordance with Lessor's instructions. Lessor agrees to pass on all equipment warranties provided by vendor(s) and/or manufacturer(s). Lessee acknowledges that Lessor has not made any representations or warranties regarding and is not liable for performance of the Equipment and agrees that all rental payments will be made regardless of equipment operability.

October 4, 2018 Date of Delivery Lessee's Signature Title

133

**SCHEDULE "A"**

**Equipment List**

**Lessee: Red Oak Community School District**

**Lease No: 5309-1**

<u>VENDOR</u>	<u>QTY</u>	<u>EQUIPMENT DESCRIPTION</u>	<u>LOCATION</u>
FireFly Computers 1271 Red Fox Road Saint Paul, MN 55112	300	300E CHROMEBOOK MT 8173C 4GB 32GB 11.6IN BT4.1 CHROME s/n SP2020KY9, SP2021CGP, SP2021CN2, SP2021D1C, SP2021CJT, SP2021CQV SP202464N, SP20246ZA, SP20246DH, SP20245XH, SP2023TR3, SP2023F84, SP2023FEQ, SP2023RGP, SP20245SU, SP2023UF7, SP2023G3U, SP20245Q6, SP20246B2, SP20245R7, SP2023WJ2, SP20246LC, SP2023TW4, SP2023LCZ, SP202462L, SP2024673, SP202462Z, SP2023X05, SP20245XA, SP20246CE, SP20245LH, SP20245KU, SP20245M0, SP20245L8, SP2023T1J, SP20246MR, SP2023X4V, SP20245KL, SP20245NP, SP20246C7, SP20245R6, SP202473L, SP2024761, SP20245HG, SP2023UPM, SP20246JH, SP202460H, SP2024686, SP20245J6, SP202460K, SP2024765, SP202468N, SP2023T28, SP2023X9E, SP20245SB, SP2024742, SP202467H, SP20245S7, SP2023RZH, SP20246QG, SP2023X99, SP20245K4, SP202469Z, SP2023UG0, SP2023UGJ, SP2023X62, SP20245H2, SP20245LD, SP20245S8, SP20245MC, SP202464M, SP20245QM, SP2023WK5, SP20245XM, SP20245M3, SP20246E8, SP2023WP2, SP202472C, SP2023WM7, SP20245WD, SP20245L1, SP20246H7, SP20246WN, SP20246T8, SP2024738, SP20246UF, SP2024745, SP20246V5, SP202472B, SP2023U7F, SP2023TN4, SP20246CZ, SP20246K7, SP2024632, SP202475L, SP2023UBL, SP202471U, SP202472A, SP2023SRX, SP20245P8, SP202469D, SP20245Q8, SP2024706, SP20245NK, SP20245S9, SP20245R0, SP20245LL, SP20245LS, SP2023G1Q, SP2023G75, SP2023SNA, SP2023RPL, SP2023TU5, SP20245RJ, SP2024677, SP20246J9, SP20245M9, SP20245H8, SP20245H6, SP2023T6S, SP20245R1, SP20245V1, SP20245RC, SP20245XS, SP2023FXC, SP20245PA, SP2023X5H, SP20245Q9, SP2023M59, SP2023S4D, SP202472F, SP20245GM, SP20246GE, SP20246JG, SP2023WTF, SP2023U0Y, SP2023X5P, SP20245ZP, SP20245Q4, SP20245KQ, SP202460A, SP20245L4, SP20246BC, SP20245QS, SP2023EV6, SP20246EH, SP20245LJ, SP20245W6, SP2023FJ5, SP20245K6, SP2022ZQV, SP2022ZS3, SP2022UT7, SP2022YF3, SP2022ZFP, SP2022YJM, SP2022ZV9, SP2022YPL, SP2022YQT, SP2022YE3, SP2022YB6, SP2022YEX, SP2022Y63, SP2022ZQX, SP2022ZQ6, SP2022VMK, SP2022Y89, SP2022YLA, SP2022YEV, SP2022ZUK,	2011 North 8th Street Red Oak, IA 51566

Please Initial

134

Please Initial \_\_\_\_\_

SP2022Y9L, SP2022Y6N, SP2022YD3, SP2022Y7X,  
SP2022ZVM, SP2022Y6D, SP2022Y8A, SP2022W54,  
SP2022ZF4, SP2022YTN, SP2022Y6Y, SP2022YGT,  
SP2022VQ4, SP2022YEU, SP2022YDS, SP2022YA4,  
SP2022ZQR, SP2022WC0, SP2022YC7, SP2022YEP,  
SP2022YF0, SP2022YK4, SP2022W5B, SP2022YDR,  
SP2022Y9X, SP2022YH7, SP2022YB0, SP2022Y8Q,  
SP2022YDX, SP2022YGA, SP2022YQ5, SP2022V1D,  
SP2022YAR, SP2022ZQY, SP2022VNZ, SP2022ZK3,  
SP2022YAV, SP2022Y8R, SP2022YAH, SP2022ZU8,  
SP2022YQN, SP2022ZQ4, SP2022YPT, SP2022YHF,  
SP2022YQD, SP2021CK3, SP2022ZHN, SP201XLTW,  
SP201XCWG, SP2022YTX, SP2022YGE, SP2022V6V,  
SP201XSEY, SP2022YMG, SP2022YE6, SP2022WBA,  
SP2022ZT5, SP2022ZDV, SP2022YRM, SP2022YF2,  
SP2022Z5Y, SP2022Y7J, SP2022ZMV, SP2020KEK,  
SP2022Y97, SP2022VTQ, SP2022ZKU, SP2022ZKG,  
SP2022YFM, SP2022YL8, SP2022YYX, SP2022YDH,  
SP2022ZHH, SP2022ZLH, SP2022Y8M, SP2022YNW,  
SP2022ZFF, SP2022ZM9, SP2022Y6C, SP2022ZGF,  
SP2022738, SP2022ZMJ, SP2022ZN8, SP2022YMU,  
SP2022YUZ, SP2022Z6E, SP2022YPB, SP2022YDF,  
SP2022Y7L, SP2022V8S, SP2022YDU, SP2021MJF,  
SP202A7M3, SP202A7AP, SP2029US2, SP202A77S,  
SP202A77T, SP202A79E, SP202A7K2, SP202A70H,  
SP2027WSV, SP202A7H9, SP202A71M, SP202A7B0,  
SP202A780, SP202A78S, SP202A7CB, SP202A7L3,  
SP202A7AQ, SP2029VN6, SP202A77B, SP202A73B,  
SP202A773, SP202A7G7, SP202A77X, SP202A7JQ,  
SP202A769, SP202A79R, SP202A7D9, SP202A73X,  
SP202A6YV, SP202A77U, SP202A7GB, SP202A7EX,  
SP202A6ZG, SP202A75A, SP202A778, SP202A79V,  
SP202A76Y, SP202A79Y

300

Google Chrome OS Management Licenses - Academic

**RED OAK COMMUNITY SCHOOL DISTRICT, Lessee**

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

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



135

**CERTIFIED COPY OF RESOLUTIONS  
OF BOARD OF DIRECTORS OF**

**Red Oak Community School District**

(Name of Corporation)

**2011 N 8th Street  
Red Oak, IA 51566**

(Corporate Address)

RESOLVED, that this corporation enter into a lease agreement and related lease schedules thereto with Lease Finance Group, a division of Minnesota Bank & Trust (hereinafter the "Lessor"), providing for the leasing of goods described therein by Lessor, to this corporation, which lease agreement and schedules are to be substantially in the form of those presented to this meeting, subject to such modification as the officer executing the same may deem advisable; and it is further

RESOLVED, that the Board President of this corporation is hereby authorized to execute and deliver such lease agreement and schedules to Lessor, on behalf of this corporation; and it is further

RESOLVED, that the Board President of this corporation is hereby authorized to execute and deliver to Lessor, any and all other documents and to take any and all other action as such officer deems appropriate to effectuate the purposes of these resolutions and any and all documents and agreements heretofore executed and acts or things heretofore done to effectuate the purposes of these resolutions are hereby in all respects ratified, confirmed and approved as the act or acts of this corporation; and it is further

RESOLVED, that Lessor is hereby authorized to rely upon these resolutions and the certificate of the Secretary or Assistant Secretary of this corporation until Lessor receives written notice of the revocation of these resolutions.

I hereby certify that the foregoing is a true and correct copy of resolutions duly adopted at a meeting of the Board of Directors of the above named corporation duly called and held on \_\_\_\_\_; that a quorum was present and acted throughout the meeting; that such resolutions have not been rescinded, annulled, revoked or modified and are still in full force and effect; that neither the said resolutions nor any action to be taken pursuant thereto are or will be in contravention of any provision or provisions of the certificate of incorporation or bylaws of such corporation or any agreement, indenture or other instrument to which such corporation is a party; and that the certificate of incorporation of such corporation, including all amendments thereto, does not contain any provision requiring any vote or consent of shareholders of such corporation to authorize any lease or any creation of a security interest in all or any part of such corporation's property, or any interest therein, or to authorize any other action taken or to be taken pursuant to such resolutions.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of such corporation (if applicable) on this date, October 4, 2018.

By \_\_\_\_\_

Its \_\_\_\_\_

136

# INSURANCE VERIFICATION

October 4, 2018

Lease Finance Group,  
a division of Minnesota Bank & Trust  
9800 Bren Road East, Suite 200  
Minnetonka, MN 55343-6400

This is to confirm that the equipment leased under **Lease No. 5309** is or will be covered as required under Paragraph 15 of the Lease Agreement for bodily injury, property damage and physical damage coverage, and other such risks as required by law. Coverage shall be Combined Single Limit of at least \$1,000,000.00, with a physical damage deductible of no greater than \$1,000.00. **Lease Finance Group, a division of Minnesota Bank & Trust, and/or its assigns (collectively the "Lessor")**, is to be named as **Additional Insured and Loss Payee on the property coverage**. Thirty (30) days notice prior to cancellation or non-renewal is to be given to Lessor on all coverages.

}	INSURANCE CO.	_____
	POLICY NUMBER	_____
	AGENCY NAME	_____
	AGENT NAME	_____
	ADDRESS	_____ _____
	PHONE NUMBER	_____
	FAX NUMBER	_____
	E-MAIL ADDRESS	_____

Sincerely,

**RED OAK COMMUNITY SCHOOL DISTRICT, Lessee**

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



139

---

**LEASE FINANCE GROUP**  
**A DIVISION OF MINNESOTA BANK & TRUST**  
**9800 Bren Road East, Suite 200**  
**Minnetonka, MN 55343**  
**Ph. 952-944-3314**  
**Fx. 952-944-3661**

**INVOICE**

October 4, 2018

Red Oak Community School District  
2011 N 8th Street  
Red Oak, IA 51566

RE: Lease No. 5309-1

<b>First Annual Lease Payment</b>	<b>\$ 30,619.52</b>
<b>Administrative Fee</b>	<b>350.00</b>
	<hr/>
<b>TOTAL AMOUNT DUE</b>	<b>\$ 30,969.52</b>

*Make Check Payable To:*

**LEASE FINANCE GROUP**

---

138



Red Oak Community School District  
Staff Selection Recommendation

Date: 10.17.18

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

Position: Volunteer Varsity Girls Basketball Coach

Name: Blake Bergren

Certified:

Lane:

N/A

Step:

Salary:

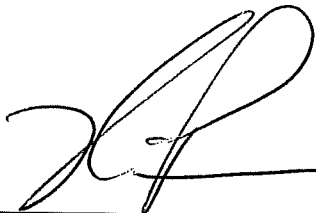
Classified:

Hourly Rate:

N/A

Hours Per Day:

Comments:



Principal/Director

Please send form to Superintendent for Board Approval

Background check — 10/18/18

139