

Red Oak Community School District
Meeting of the Board of Directors
Meeting Location: Virtual Classroom/ Phone/Internet
Red Oak Junior Senior High School Campus
August 21, 2024

The regular meeting of the Board of Directors of the Red Oak Community School District was called to order by President Bret Blackman at 5:30 p.m. at the Red Oak Junior Senior High School Virtual Classroom.

Present

Directors: Bret Blackman, Kathy Walker, Bryce Johnson, and Scott Bruce
Superintendent Ron Lorenz, Board Secretary/Business Manager Heidi Harris

Approval of Agenda

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

Good News

Our teachers returned to work Monday, August 19, 2024, and the kids will return for the 2024-2025 school year on Friday, August 23, 2024.

All the SLFRF Safety Grant projects have been completed this summer including protective window films, intercom systems, and front door stop locks.

Daric O'Neil from Alley Poyner Macchietto Architecture updated the Board with revised proposals and renovations to Inman Elementary and the outdoor Athletic Facilities.

Consent Agenda

Motion by Director Johnson, second by Director Walker to approve the consent agenda as presented including meeting minutes, business reports, out-of-state field trips, and current personnel considerations. Motion carried unanimously.

Board Policy 501.3

Motion by Director Bruce, second by Director Walker to approve the second reading of Board Policy 501.3. Motion carried unanimously.

Board Policies 501.9 and 501.10

Motion by Director Walker, second by Director Johnson to approve the second reading of Board Policy 501.9 and dismiss/remove Board Policy 501.10. Motion carried unanimously.

Board Policy 506.2

Motion by Director Johnson, second by Director Bruce to approve the second reading of Board Policy 506.2. Motion carried unanimously.

Board Policy 603.1

Motion by Director Walker, second by Director Bruce to approve the second reading of Board Policy 603.1. Motion carried unanimously.

Board Policies 501.12 and 501.13

Motion by Director Walker, second by Director Johnson to approve the first reading, waive the second and third reading of Board Policies 501.12 and 501.13. Motion carried unanimously.

Special Education Open Enrollments

Motion by Director Johnson, second by Director Bruce to approve capping special education open enrollments due to insufficient classroom space, in accordance with board Policy 501.13. Motion carried unanimously.

Perkins Funds Purchase

Motion by Director Walker, second by Director Johnson to approve the purchase of a cabinet saw from Midwest Technology Products for \$5,250 to be paid with Perkins Funds. Motion carried unanimously.

Regional Planning Partnership Mini Grant Purchase

Motion by Director Johnson, second by Director Walker to approve the purchase of a foundry furnace for \$9,344 from McEnglevan Industrial Furnace Company to be paid through a CTE Regional Planning Partnership Mini Grant. Motion carried unanimously.

Compact Tractor Purchase

Motion by Director Walker, second by Director Bruce to approve the purchase of a Kubota (LX3520HSDC) compact tractor and loader with third function and snow blade from Whipp Sales for \$44,200. Motion carried unanimously.

Welding Academy and College Credit Courses

Motion by Director Johnson, second by Director Walker to approve addition of a Welding Academy and College Algebra and Trigonometry as concurrent enrollment (i.e. College Credit) options through Southwest Community College. Motion carried unanimously.

Interscholastic Activity Sharing with Stanton CSD

Motion by Director Bruce, second by Director Walker to approve an Interscholastic Activity Sharing Agreement for Boys' and Girls' Bowling, Golf, Soccer, Tennis, and Wrestling with Stanton Community School District for the 2024-2025 school year. Motion carried unanimously.

Interscholastic Activity Sharing with Griswold CSD

Motion by Bruce, second by Director Walker to approve the Interscholastic Sharing Agreement for Girls' Wrestling with Griswold Community School District for the 2024-2025 school year. Motion carried unanimously.

Banking Services

Motion by Director Bruce, second by Director Johnson to approve Houghton State Bank for checkings/savings/scholarship services and Bank Iowa for investment services for the remainder of 2024, 2025, and 2026. Motion carried unanimously.

School Meal Prices

Motion by Director Walker, second by Director Johnson to approve raising school meal prices by ten cents (\$.10) for lunch and breakfast per USDA recommendations for the 2024-2025 school year.

Adjournment

Motion by Director Johnson, second by Director Bruce to adjourn the meeting at 6:19 p.m. Motion carried unanimously.

**Next Board of Directors Meeting
with Work Session**

Wednesday, September 18, 2024
Virtual Classroom/Phone/Internet
Red Oak Junior Senior High School Campus

Bret Blackman, President

Heidi Harris, Board Secretary

Vendor Name	Invoice Number	Amount
Account Number	Detail Description	Amount
Checking Account ID 1	Fund Number 10	OPERATING FUND
AHLERS & COONEY	873353	515.00
10 9010 2310 000 0000 342	Professional Services	515.00
Vendor Name AHLERS & COONEY		515.00
AMAZON CAPITAL SERVICES, INC.	137N-TTKW-DX6X	88.46
10 0418 1000 100 8001 612	PTO - Flat Storage Containers	88.46
AMAZON CAPITAL SERVICES, INC.	1CFY-P4HJ-D7FY	225.00
10 0109 2620 000 0000 618	Filter for Laser Cutter	225.00
AMAZON CAPITAL SERVICES, INC.	1CFY-P4HJ-DCWR	107.64
10 0418 1000 100 8001 612	PTO - 5th Grade Team	107.64
AMAZON CAPITAL SERVICES, INC.	1CP-J-TVMC-RHQM	89.12
10 9010 2640 000 0000 618	Hose Reel Replacement	89.12
AMAZON CAPITAL SERVICES, INC.	1MCR-XMK1-DYDL	2,728.79
10 9010 2213 132 3376 320	Professional Development Texts for Staff	2,728.79
AMAZON CAPITAL SERVICES, INC.	1NN9-DNHM-DN7Q	208.00
10 0109 1000 100 8017 641	Carpentry Textbook and Accompanying Work	208.00
AMAZON CAPITAL SERVICES, INC.	1PQV-H7NR-DRKN	569.30
10 9010 1000 100 3419 612	2 SD Card Readers, 1 TOAOFY 10x10ft Oran	569.30
AMAZON CAPITAL SERVICES, INC.	Maintenance	68.79
10 9010 2650 000 0000 618	Blend Motor	22.80
10 0109 2620 000 0000 432	Hardware Cloth	45.99
Vendor Name AMAZON CAPITAL SERVICES, INC.		4,085.10
AMERICAN FIRE PROTECTION	16668	2,285.00
10 9010 2670 000 0000 490	Annual Inspections	2,285.00
Vendor Name AMERICAN FIRE PROTECTION		2,285.00
BATTEN SANITATION SERVICE	SanitationAug24-25	5,825.00
10 0109 2630 000 0000 421	HS Trash Services	1,890.00
10 0418 2630 000 0000 421	IES Trash Services	1,890.00
10 0445 2630 000 0000 421	ROECC Trash Services	1,890.00
10 9010 2630 000 0000 421	Admin Office/BBF/BBF/Bancroft/Website	155.00
Vendor Name BATTEN SANITATION SERVICE		5,825.00
BELL, KAYLA	Registration Reim2	40.00
10 9010 1942 000 0000	Reimbursement Registration	40.00
BELL, KAYLA	REIMBURSEMEN T1	60.00
10 9010 1942 000 0000	Registration Reimbursement	60.00
Vendor Name BELL, KAYLA		100.00
BROOKS, GERALD	2419706	9,800.00

Vendor Name	Invoice Number	Amount
Account Number	Detail Description	Amount
10 9010 2213 132 3376 320	District-wide Professional Development	9,800.00
Vendor Name	BROOKS, GERALD	<u>9,800.00</u>
CAPITAL SANITARY SUPPLY CO.	o074902	60.00
10 9010 2620 000 0000 618	District Supplies	60.00
CAPITAL SANITARY SUPPLY CO.	o077467	565.62
10 9010 2620 000 0000 618	Soap & Urinal Screens	565.62
CAPITAL SANITARY SUPPLY CO.	o077467A/o077709	4,039.38
10 9010 2620 000 0000 618	Urinal Screens & Hand Soap	224.62
10 9010 2620 000 0000 618	Trash Bags, Soap, & Paper Towels	3,814.76
Vendor Name	CAPITAL SANITARY SUPPLY CO.	<u>4,665.00</u>
CASEY'S BUSINESS MASTERCARD	F424523232	68.49
10 9010 2700 000 0000 626	Activities Fuel	71.26
10 9010 2700 000 0000 626	Discount	(2.77)
Vendor Name	CASEY'S BUSINESS MASTERCARD	<u>68.49</u>
CDW GOVERNMENT, INC.	ZR00536604	5,000.00
10 9010 1000 100 0000 358	Google Workspace Enterprise Edition	5,000.00
Vendor Name	CDW GOVERNMENT, INC.	<u>5,000.00</u>
CENTURY LINK	333530031 - AUG	97.08
10 9010 2490 000 0000 530	District Internet	97.08
CENTURY LINK	333618424 AUG	104.15
10 9010 2490 000 0000 530	District Internet	104.15
CENTURY LINK	333950737 AUG	97.08
10 9010 2490 000 0000 530	District Internet	97.08
CENTURY LINK	334025445 AUG	97.08
10 9010 2490 000 0000 530	District Internet	97.08
CENTURY LINK	334031752 AUG	97.08
10 9010 2490 000 0000 530	District Internet	97.08
CENTURY LINK	334115776	97.08
10 9010 2490 000 0000 530	District Internet	97.08
CENTURY LINK	334122590 AUG	113.08
10 9010 2490 000 0000 530	District Internet	113.08
Vendor Name	CENTURY LINK	<u>702.63</u>
CHEMSEARCH	8830053	510.55
10 0109 2640 000 0000 433	HS Boiler	510.55
Vendor Name	CHEMSEARCH	<u>510.55</u>
CITY OF RED OAK	WaterAug2024	2,266.24
10 0109 2620 000 0000 411	HS Water	467.43
10 0418 2620 000 0000 411	IES Water	363.02
10 0445 2620 000 0000 411	ROECC Water	375.16
10 9010 2620 000 0000 411	Admin/BusBarn/BB/FB Field Water	1,060.63

Vendor Name	Invoice Number	Amount
Account Number	Detail Description	Amount
Vendor Name CITY OF RED OAK		2,266.24
COCA-COLA BTLG OF OMAHA	11516800	111.24
10 0418 3200 000 8901 618	Coca Cola - Inman	111.24
COCA-COLA BTLG OF OMAHA	11562323	259.56
10 0418 3200 000 8901 618	Inman Coca Cola Order	259.56
Vendor Name COCA-COLA BTLG OF OMAHA		370.80
CREXENDO BUSINESS SOLUTIONS, INC	195172	1,439.96
10 9010 2510 000 0000 532	Internet Phone	1,439.96
Vendor Name CREXENDO BUSINESS SOLUTIONS, INC		1,439.96
CUMMINS SALES AND SERVICE	J3-41402	891.89
10 0109 2620 000 0000 432	HS Preventive Maintenance	891.89
CUMMINS SALES AND SERVICE	J3-41403	574.78
10 0418 2620 000 0000 432	Preventive Maintenance	574.78
Vendor Name CUMMINS SALES AND SERVICE		1,466.67
DEPARTMENT OF EDUCATION	TRANS004835	800.00
10 9010 2700 000 0000 434	Semi Annual Bus Inspections	800.00
Vendor Name DEPARTMENT OF EDUCATION		800.00
DOVEL REFRIGERATION	6016652	1,201.00
10 0109 2620 000 0000 432	Cooling Tower Belt	1,201.00
DOVEL REFRIGERATION	6016779	374.32
10 0109 2620 000 0000 432	Fridge Concessions Repair	374.32
Vendor Name DOVEL REFRIGERATION		1,575.32
EOCENE ENVIROMENTAL GROUP, INC	34757	1,600.00
10 9010 2620 000 0000 340	Asbestos Inspections	1,600.00
Vendor Name EOCENE ENVIROMENTAL GROUP, INC		1,600.00
FAREWAY FOOD STORES	00035835	48.35
10 0109 1300 340 0000 612	Groceries FACS	48.35
FAREWAY FOOD STORES	00037105	227.53
10 0109 1300 340 0000 612	Facs-Groceries	227.53
FAREWAY FOOD STORES	00037459	25.67
10 0109 1300 340 0000 612	Facs-Groceries	25.67
FAREWAY FOOD STORES	00037608	25.00
10 0109 1000 100 0000 612	Ag Commodity Lab Supplies	25.00
FAREWAY FOOD STORES	00096085	49.73
10 9010 2321 000 0000 618	Lunch Supplies	49.73
FAREWAY FOOD STORES	00096807	257.32
10 0109 1300 340 0000 612	Groceries FACS	257.32
FAREWAY FOOD STORES	00096900	176.82
10 0109 1300 340 0000 612	Groceries - FACS	176.82
FAREWAY FOOD STORES	00097729	51.88
10 0109 1300 340 0000 612	FACS-Groceries	51.88
FAREWAY FOOD STORES	00098540	63.01
10 0109 1300 340 0000 612	Groceries-FACS	63.01
Vendor Name FAREWAY FOOD STORES		925.31
FES	INV002774	405.00

Vendor Name	Invoice Number	Amount
Account Number	Detail Description	Amount
10 9010 2236 000 0000 536	Web Hosting September	405.00
Vendor Name FES		405.00
FIRST BANKCARD - HEIDI HARRIS	111-0388933-5936258	1,383.96
10 9010 1000 100 3419 612	2 Samsung Pro Ultimate Order	1,383.96
FIRST BANKCARD - HEIDI HARRIS	113-8488122-5700264	122.95
10 9010 2235 000 0000 618	Bodno 3-in-1 Badge Slot punch for ID Car	49.99
10 9010 2235 000 0000 618	Bodno 500 pack pvc cards	46.98
10 9010 2235 000 0000 618	Anker HDMI Switch Splitter	25.98
FIRST BANKCARD - HEIDI HARRIS	113-9916439-6381061	20.83
10 0109 2620 000 0000 618	Window Film	20.83
FIRST BANKCARD - HEIDI HARRIS	20240912	132.90
10 0418 1200 214 3302 612	SPED - task boxes, Velcro dots	132.90
FIRST BANKCARD - HEIDI HARRIS	3835	581.31
10 0418 2640 000 0000 618	Rollers	540.00
10 0418 2640 000 0000 618	Dowell Kit	41.31
FIRST BANKCARD - HEIDI HARRIS	I27976	224.00
10 0418 2620 000 0000 618	Lockset for Kitchen	224.00
FIRST BANKCARD - HEIDI HARRIS	Inman440	133.89
10 0418 1000 100 8001 612	PTO - Supplies	133.89
FIRST BANKCARD - HEIDI HARRIS	Inman444	348.02
10 0418 1000 100 8001 612	PTO - Books	170.61
10 0418 1000 108 0000 612	PE Supplies	177.41
FIRST BANKCARD - HEIDI HARRIS	RV0829241	17.89
10 0109 2620 000 0000 618	Urinal Pipe for Football Field	17.89
Vendor Name FIRST BANKCARD - HEIDI HARRIS		2,965.75
FIRST BANKCARD - OFFICE CARD 1	309120	43.99
10 0109 2620 000 0000 618	Bathroom Film	43.99
Vendor Name FIRST BANKCARD - OFFICE CARD 1		43.99
GLENWOOD COMMUNITY SCHOOLS	APEX082024	1,689.96
10 9010 1200 217 3303 320	Apex Aug 2024	1,689.96
Vendor Name GLENWOOD COMMUNITY SCHOOLS		1,689.96
GOPHER SPORTS EQUIPMENT	IN394911	462.04
10 0109 1000 100 0000 612	Official NASP School Target Cover & Face	239.70
10 0109 1000 100 0000 612	Rainbow Utility Balls	54.95
10 0109 1000 100 0000 612	Rainbow AirRanger Plastic Discs	35.90
10 0109 1000 100 0000 612	Gopher Performer Shuttlecocks	74.75
10 0109 1000 100 0000 612	Shipping	56.74
Vendor Name GOPHER SPORTS EQUIPMENT		462.04
GRAINGER	9221460968	648.42
10 0109 2620 000 0000 618	Water Pump	648.42
Vendor Name GRAINGER		648.42

Vendor Name	Invoice Number	Amount	
Account Number	Detail Description		Amount
GREEN HILLS AEA	4901	300.00	
10 9010 2321 000 0000 810	Superintendent Association Dues		300.00
Vendor Name GREEN HILLS AEA			<u>300.00</u>
HALEY'S ELECTRIC	10893	85.00	
10 0109 2620 000 0000 432	Light Repair - Kitchen		85.00
Vendor Name HALEY'S ELECTRIC			<u>85.00</u>
HY VEE FOOD STORES	109962589601 09962	100.89	
10 0109 1200 217 3303 618	Snacks for SPED		93.75
10 0418 2410 000 0000 611	Detergent/Dish soap for Inman		7.14
HY VEE FOOD STORES	7553696	2,880.68	
10 0418 2630 000 0000 618	Semi Load - Mulch		2,880.68
Vendor Name HY VEE FOOD STORES			<u>2,981.57</u>
INTECONNEX	15813	14,517.62	
10 0418 2670 000 4034 618	Inman Door Hardware Project		14,517.62
Vendor Name INTECONNEX			<u>14,517.62</u>
IOWA SCHOOL COUNSELOR ASSOCIATION	INV000056	555.00	
10 9010 2213 000 0000 330	ISCA Full Conference Registration for In		185.00
10 9010 2213 000 0000 330	ISCA Full Conference Registration for Jr		185.00
10 9010 2213 000 0000 330	ISCA Full Conference Registration for Jr		185.00
Vendor Name IOWA SCHOOL COUNSELOR ASSOCIATION			<u>555.00</u>
JAN-PRO OF OMAHA	18140	2,425.00	
10 9010 2630 000 0000 340	Janitorial Trailer - July		2,425.00
JAN-PRO OF OMAHA	18218	40,000.00	
10 9010 2630 000 0000 340	Janitorial - October 2024		40,000.00
Vendor Name JAN-PRO OF OMAHA			<u>42,425.00</u>
LAKESHORE LEARNING CO.	830098082724	45.57	
10 0418 1000 100 8001 612	PTO - Pocket Charts		45.57
LAKESHORE LEARNING CO.	862327090424	29.99	
10 0418 1000 100 8001 612	PTO - Supplies		29.99
Vendor Name LAKESHORE LEARNING CO.			<u>75.56</u>
LIEBOVICH STEEL & ALUM CO	9598086	393.63	
10 0109 1300 370 0000 612	3 Sheets 24 Gage Galvanized Sheet Metal		393.63
Vendor Name LIEBOVICH STEEL & ALUM CO			<u>393.63</u>
LINCOLN ELECTRIC	49341206	449.50	
10 0109 1300 370 0000 612	Welding Consumables, Mig Wire, 7018 Elec		449.50
Vendor Name LINCOLN ELECTRIC			<u>449.50</u>
LORENZ, RONALD	MileageJul-Aug	186.26	

Vendor Name	Invoice Number	Amount
Account Number	Detail Description	Amount
10 9010 2321 000 0000 580	Mileage Reimbursement July & August	186.26
Vendor Name LORENZ, RONALD		<u>186.26</u>
MATHESON TRI-GAS	0030199998	238.74
10 9010 2620 000 0000 618	Tools - Welding Class	238.74
Vendor Name MATHESON TRI-GAS		<u>238.74</u>
MEDIACOM	838497059009 1339 AUG	90.24
10 9010 2236 000 0000 536	Internet	90.24
MEDIACOM	838497059009 1909 AUG	297.00
10 9010 2236 000 0000 536	Internet	297.00
MEDIACOM	838497500000 0648 AUG	874.65
10 9010 2236 000 0000 536	District Internet	874.65
Vendor Name MEDIACOM		<u>1,261.89</u>
MIDAMERICAN ENERGY	556369247	100.89
10 9010 2620 000 0000 622	Admin Electric	100.89
MIDAMERICAN ENERGY	556373368	3,872.27
10 0445 2620 000 0000 622	ROECC Electric	3,872.27
MIDAMERICAN ENERGY	556373653	25.22
10 9010 2620 000 0000 622	FBF Electric	25.22
MIDAMERICAN ENERGY	556374067	7,520.90
10 0418 2620 000 0000 622	IES Electric	7,520.90
MIDAMERICAN ENERGY	556374352	17,562.86
10 0109 2620 000 0000 622	HSTech Electric	17,562.86
MIDAMERICAN ENERGY	556379795	73.07
10 9010 2620 000 0000 622	Bancroft Electric	73.07
MIDAMERICAN ENERGY	556384193	664.02
10 9010 2620 000 0000 622	Bus Barn Electric	664.02
MIDAMERICAN ENERGY	556390846	259.47
10 0445 2620 000 0000 622	Sports Complex Electric	259.47
MIDAMERICAN ENERGY	556400581	277.61
10 9010 2620 000 0000 622	Inman Portable Electric	277.61
MIDAMERICAN ENERGY	5575044326	434.69
10 0109 2620 000 0000 622	Fieldhouse Electric	434.69
MIDAMERICAN ENERGY	557520427	18.39
10 9010 2620 000 0000 622	Webster Electric	18.39
MIDAMERICAN ENERGY	557530378	354.31
10 9010 2620 000 0000 622	Sports Complex Electric	354.31
Vendor Name MIDAMERICAN ENERGY		<u>31,163.70</u>
MONTGOMERY COUNTY SHOOTING SPORTS	15	3,152.00
10 9010 1999 000 0000	Midway Grant	3,152.00
Vendor Name MONTGOMERY COUNTY SHOOTING SPORTS		<u>3,152.00</u>
NASCO	587251	75.89
10 0418 1000 100 8001 612	PTO - Supplies	75.89
Vendor Name NASCO		<u>75.89</u>
NEBRASKA AIR FILTER, INC.	0425183-IN	596.97
10 9010 2620 000 0000 618	Air Filters	596.97

Vendor Name	Invoice Number	Amount
Account Number	Detail Description	Amount
NEBRASKA AIR FILTER, INC.	0425184-IN	851.45
10 9010 2620 000 0000 618	Air Filters	851.45
Vendor Name NEBRASKA AIR FILTER, INC.		<u>1,448.42</u>
NEW COOPERATIVE INC	NewCoopAugust2024	2,365.50
10 9010 2700 000 0000 624	Oil	14.83
10 9010 2700 000 0000 626	Gas/Ethanol	1,505.58
10 9010 2700 000 0000 627	Diesel	203.89
10 9010 2700 217 3303 626	Maintenance Gas	395.10
10 9010 2700 217 3303 626	Sped Gas	246.10
Vendor Name NEW COOPERATIVE INC		<u>2,365.50</u>
OCTO LIGHTS LLC	33133	559.84
10 0418 1000 100 8001 612	PTO - Light Covers	559.84
Vendor Name OCTO LIGHTS LLC		<u>559.84</u>
OMAHA DOOR & WINDOW COMPANY, INC	ORD0146488	1,518.36
10 0109 2620 000 0000 432	Rolling Steel Door Repair	1,518.36
Vendor Name OMAHA DOOR & WINDOW COMPANY, INC		<u>1,518.36</u>
ONESOURCE THE BACKGROUND CHECK COMPANY	2022162806	85.50
10 9010 2310 000 0000 340	Background Checks	85.50
Vendor Name ONESOURCE THE BACKGROUND CHECK COMPANY		<u>85.50</u>
OREILLY AUTO PARTS	0298-251141	66.97
10 9010 2650 000 0000 673	Ball Hitch	66.97
OREILLY AUTO PARTS	0298-252215	43.87
10 9010 2650 000 0000 434	Oil Filter	7.93
10 9010 2650 000 0000 434	Oil - 5 Qt	29.95
10 9010 2650 000 0000 434	Oil - 1 Qt	5.99
Vendor Name OREILLY AUTO PARTS		<u>110.84</u>
PAPER CORPORATION	256539-00	433.33
10 9010 2310 000 0000 611	Admin Paper & Envelopes	433.33
Vendor Name PAPER CORPORATION		<u>433.33</u>
PESKY PEST CONTROL, LLC	5720	200.00
10 9010 2620 000 0000 425	District Pest Control	200.00
Vendor Name PESKY PEST CONTROL, LLC		<u>200.00</u>
QUADIENT	Postage	1,000.00
10 9010 2321 000 0000 531	Postage	1,000.00
QUADIENT	Q1458383	492.76
10 9010 2321 000 0000 531	Postage Lease Sept - Dec	492.76
Vendor Name QUADIENT		<u>1,492.76</u>
QUILL LLC	20240909	169.18
10 0418 2410 000 0000 611	Inman Office Supplies	119.57
10 0445 1000 100 0000 611	PreK Office Supplies	49.61
QUILL LLC	20240910	68.79
10 0418 2410 000 0000 611	Envelopes	68.79
QUILL LLC	39644141	32.98

Vendor Name	Invoice Number	Amount
Account Number	Detail Description	Amount
10 9010 2310 000 0000 611	Copy Paper	32.98
QUILL LLC	39799634	46.99
10 0418 1000 100 8001 612	PTO - Supplies	46.99
QUILL LLC	39880686	89.24
10 9010 2310 000 0000 611	Admin Legal Paper	89.24
Vendor Name QUILL LLC		<u>407.18</u>
REALLY GOOD STUFF, LLC.	8649322	33.94
10 0418 1000 100 8001 612	PTO Supplies	33.94
Vendor Name REALLY GOOD STUFF, LLC.		<u>33.94</u>
RED OAK DO IT CENTER	107558	19.47
10 9010 2640 000 0000 618	Tie Down Rope - Trailer	19.47
RED OAK DO IT CENTER	544362	32.99
10 9010 2630 000 0000 618	Flag Pole Light Replacement	32.99
RED OAK DO IT CENTER	544412	53.99
10 9010 2620 000 0000 618	Paint	53.99
Vendor Name RED OAK DO IT CENTER		<u>106.45</u>
RED OAK GLASS INC.	19940	971.20
10 9010 2620 000 0000 432	Solar Shield Projection Arm	971.20
Vendor Name RED OAK GLASS INC.		<u>971.20</u>
RED OAK PUBLISHING LLC	Publications Aug24	336.04
10 9010 2572 000 0000 540	August Publications	336.04
Vendor Name RED OAK PUBLISHING LLC		<u>336.04</u>
RENAISSANCE LEARNING INC	INV5344810	150.00
10 0418 2213 132 3376 320	PD to accompany FASTBridge	150.00
Vendor Name RENAISSANCE LEARNING INC		<u>150.00</u>
RISER INC	4011	590.00
10 0109 2620 000 0000 432	Basketball Hoop Repair	590.00
Vendor Name RISER INC		<u>590.00</u>
RIVERSIDE TECHNOLOGIES, INC	RC0001796	1,400.00
10 9010 2235 000 0000 359	Managed Services	1,400.00
RIVERSIDE TECHNOLOGIES, INC	RC0001846	12.00
10 9010 2235 000 0000 359	Sept MFA	12.00
Vendor Name RIVERSIDE TECHNOLOGIES, INC		<u>1,412.00</u>
ROSE, THE	24-XY-C8KN	263.22
10 0418 1000 100 8001 612	PTO - Rose Theatre Tickets	263.22
Vendor Name ROSE, THE		<u>263.22</u>
SCHOLASTIC BOOK FAIRS-8	B5746391FR	102.63
10 0109 2222 000 0000 643	Book Fair Payment	102.63
Vendor Name SCHOLASTIC BOOK FAIRS-8		<u>102.63</u>
SCHOOL BUS SALES	01P52697	769.02
10 9010 2700 000 0000 618	Seat Foam	769.02
Vendor Name SCHOOL BUS SALES		<u>769.02</u>

Vendor Name	Invoice Number	Amount
Account Number	Detail Description	Amount
SCHOOL NURSE SUPPLY, INC	1019914-IN	187.72
10 9010 2134 000 0000 618	Nurse Supplies for HS	187.72
Vendor Name SCHOOL NURSE SUPPLY, INC		<u>187.72</u>
SCHOOL SPECIALTY LATTA DIV.	208134713641	220.01
10 0418 1000 100 8001 612	PTO - Supplies	168.87
10 0418 1000 100 8001 612	PTO- Supplies	51.14
SCHOOL SPECIALTY LATTA DIV.	208134826689	1,729.76
10 0418 1000 100 8001 739	PTO Recess Equipment	1,729.76
SCHOOL SPECIALTY LATTA DIV.	308104595323	335.65
10 0445 1000 100 0000 618	Classroom Supplies	335.65
SCHOOL SPECIALTY LATTA DIV.	308104613517	76.20
10 0418 1000 100 8001 612	PTO - Contact Paper	28.14
10 0418 1000 100 8001 612	PTO - Books	27.37
10 0418 1000 100 8001 612	PTO - Classrom Pointers	20.69
Vendor Name SCHOOL SPECIALTY LATTA DIV.		<u>2,361.62</u>
SCHOOLS IN, LLC	INV090329	1,637.10
10 0418 3200 000 8901 618	Lockers - Teachers Lounge	1,113.90
10 0418 3200 000 8901 618	Shipping	523.20
Vendor Name SCHOOLS IN, LLC		<u>1,637.10</u>
SONOVA USA INC.	5401611240	2,699.64
10 0418 1200 211 3301 612	SPED -Hearing Device	2,699.64
Vendor Name SONOVA USA INC.		<u>2,699.64</u>
SW IA TIRE & SERVICE	4173	55.95
10 9010 2620 000 0000 432	New Tire	55.95
SW IA TIRE & SERVICE	4219	989.75
10 9010 2650 000 0000 434	Tires & Alignment	989.75
Vendor Name SW IA TIRE & SERVICE		<u>1,045.70</u>
TITLEWAVE	4099610	239.71
10 0109 2222 000 0000 618	HS Media Books	239.71
Vendor Name TITLEWAVE		<u>239.71</u>
US CELLULAR	UScellularAug24	835.23
10 0109 2410 000 0000 532	Principal	46.49
10 9010 2490 000 0000 530	Bus Barn	92.98
10 9010 2490 000 0000 530	Nurse	46.49
10 9010 2490 000 0000 532	Maintenance	185.96
10 9010 2490 000 0000 532	Technology	92.98
10 9010 2510 000 0000 532	Bussiness Official	46.49
10 9010 2510 000 0000 532	MiFi	277.35
10 0418 2410 000 0000 532	SAM's	46.49
Vendor Name US CELLULAR		<u>835.23</u>
VISUAL EDGE IT dba COUNSEL	24AR2051940	831.41
10 9010 2520 000 0000 618	Steady Serve	12.99
10 9010 2520 000 0000 618	Admin Copier Clicks	55.37
10 0445 1000 100 0000 359	ROECC Copier	130.58
10 0418 1000 100 0000 359	IES Copier	396.83

Vendor Name	Invoice Number	Amount
Account Number	Detail Description	Amount
10 0109 1000 100 0000 359	JR/SR HS Copier	235.64
Vendor Name VISUAL EDGE IT dba COUNSEL		<u>831.41</u>
WELLS FARGO LEASING	5030983550	1,215.50
10 0109 1000 100 0000 359	HS Copier Lease	552.20
10 0418 1000 100 0000 359	IES Copier Lease	331.50
10 0445 1000 100 0000 359	ROECC Copier Lease	221.30
10 9010 2520 000 0000 618	Admin Copier Lease	110.50
Vendor Name WELLS FARGO LEASING		<u>1,215.50</u>
WEST MUSIC CO.	S12444282	319.98
10 0418 1000 100 8001 612	PTO - Music Stand	319.98
Vendor Name WEST MUSIC CO.		<u>319.98</u>
WESTLAKE ACE HARDWARE	2768788	472.27
10 9010 2620 000 0000 618	District Supplies	140.89
10 9010 2620 000 0000 618	Refunds	(28.78)
10 0109 2620 000 0000 618	HS Supplies	185.18
10 0418 2620 000 0000 618	IES Supplies	174.98
Vendor Name WESTLAKE ACE HARDWARE		<u>472.27</u>
WHIPP SALES & SERVICES	Kubota2425	42,000.00
10 9010 2630 000 0000 731	Kubota Tractor & Loader	42,000.00
WHIPP SALES & SERVICES	KubotaBlade2 425	1,200.00
10 9010 2630 000 0000 731	3 PT BLADE	1,200.00
Vendor Name WHIPP SALES & SERVICES		<u>43,200.00</u>
WOLVERINE SPORTS, SCHOOL MASTERS SAFETY/SCIENCE	W25127	69.80
10 0418 1000 108 0000 612	Supplies for PE	69.80
Vendor Name WOLVERINE SPORTS, SCHOOL MASTERS SAFETY/SCIENCE		<u>69.80</u>
YOUNG AUTO PARTS INC.	259333	47.27
10 9010 2700 000 0000 618	Socket, brush, flap wheel	47.27
YOUNG AUTO PARTS INC.	259742	76.99
10 9010 2700 000 0000 618	Battery Tester	76.99
YOUNG AUTO PARTS INC.	259846	199.99
10 9010 2700 217 3303 673	Battery for Van#22- SPED	199.99
YOUNG AUTO PARTS INC.	259847	13.99
10 9010 2700 000 0000 618	Battery Brush	13.99
Vendor Name YOUNG AUTO PARTS INC.		<u>338.24</u>
Fund Number 10		<u>216,887.74</u>
Checking Account ID 1	Fund Number 36	PHYSICAL PLANT & EQUIPMENT
B & K MECHANICAL CONTRACTORS, LLC dba GRUNWALD MECHANICAL CONTRACTORS	4705	63,106.43
36 0418 4600 000 0000 451	Boiler	63,106.43
Vendor Name B & K MECHANICAL CONTRACTORS, LLC dba GRUNWALD MECHANICAL CONTRACTORS		<u>63,106.43</u>
WILLIAMS SCOTSMAN INC	9021887159	2,958.20
36 9010 2620 000 0000 441	Sept. Portable	2,958.20
Vendor Name WILLIAMS SCOTSMAN INC		<u>2,958.20</u>

Vendor Name	Invoice Number	Amount
Account Number	Detail Description	Amount
Fund Number 36		66,064.63
Checking Account ID 1		282,952.37
Checking Account ID 2	Fund Number 61	SCHOOL NUTRITION FUND
FIRST BANKCARD - HEIDI HARRIS	101355431	1,415.67
61 9010 3110 000 0000 618	Baking Sheets, Oven Mitts, Magnetic Flat	1,415.67
Vendor Name FIRST BANKCARD - HEIDI HARRIS		1,415.67
HUBERT COMPANY, LLC	801583	218.07
61 9010 3110 000 0000 618	Cutting Boards, Storage Containers	218.07
Vendor Name HUBERT COMPANY, LLC		218.07
OPAA! FOOD MANAGEMENT INC	IA00058593	48,485.21
61 9010 3110 000 0000 570	Aug Food Services	48,485.21
Vendor Name OPAA! FOOD MANAGEMENT INC		48,485.21
Fund Number 61		50,118.95
Checking Account ID 2		50,118.95
Checking Account ID 3	Fund Number 21	STUDENT ACTIVITY FUND
AMERICAN CHORAL DIRECTORS	010405386	125.00
21 0109 1400 910 6210 810	American Choral Directors Membership	125.00
Vendor Name AMERICAN CHORAL DIRECTORS		125.00
ARP, CORY	ARP083024	150.00
21 0109 1400 920 6720 340	V FB Official	150.00
Vendor Name ARP, CORY		150.00
BONDURANT-FARRAR HIGH SCHOOL	BondurantVB0 90624	150.00
21 0109 1400 920 6815 810	VB Tourn Entry Fee	150.00
Vendor Name BONDURANT-FARRAR HIGH SCHOOL		150.00
BOWEN, BRYAN	BOWEN082324	90.00
21 0109 1400 920 6720 340	FB Scrimmage Official	90.00
Vendor Name BOWEN, BRYAN		90.00
BROTHERS, KEITH	brothers0909 24	120.00
21 0109 1400 920 6720 340	JV FB Official	120.00
Vendor Name BROTHERS, KEITH		120.00
BSN SPORTS	926733686	1,516.32
21 9010 1400 920 6815 618	VB Uniforms	1,516.32
Vendor Name BSN SPORTS		1,516.32
CABBAGE, ALEX	CABBAGE08232 4	90.00
21 0109 1400 920 6720 340	FB Scrimmage Official	90.00
Vendor Name CABBAGE, ALEX		90.00

Vendor Name	Invoice Number	Amount
Account Number	Detail Description	Amount
CLARINDA COMMUNITY SCHOOLS	ClarindaCC09 102024	170.00
21 0109 1400 920 6645 810	XC Meet Entry Fee	170.00
Vendor Name CLARINDA COMMUNITY SCHOOLS		<u>170.00</u>
COUNTY LINE DESIGN	21019	640.00
21 0109 1400 920 6600 618	XC and VB Awards	640.00
Vendor Name COUNTY LINE DESIGN		<u>640.00</u>
FIRST BANKCARD - HEIDI HARRIS	113-4988206- 3901835	25.98
21 0109 1400 920 6720 618	Football Chain Clip	25.98
FIRST BANKCARD - HEIDI HARRIS	113-6860123- 5477817	186.21
21 0109 1400 920 6600 618	Athletic Tape	186.21
FIRST BANKCARD - HEIDI HARRIS	840- 56800040-2- 38124	69.26
21 0109 1400 910 6210 618	Postage - Return Scripts	69.26
FIRST BANKCARD - HEIDI HARRIS	Homecoming24 25	893.83
21 0109 1400 950 7421 618	Homecoming Supplies	893.83
FIRST BANKCARD - HEIDI HARRIS	HudlCord	62.73
21 0109 1400 920 6600 618	Hudl Cord	62.73
Vendor Name FIRST BANKCARD - HEIDI HARRIS		<u>1,238.01</u>
FIRST BANKCARD BUSINESS MANAGER	AllStateChoi r24	395.04
21 0109 1400 910 6210 580	All State Choir Camp Hotel	362.14
21 0109 1400 910 6210 580	All State Choir Camp Food	32.90
Vendor Name FIRST BANKCARD BUSINESS MANAGER		<u>395.04</u>
GILLESPIE, JAKE	GILLESPIE082 324	90.00
21 0109 1400 920 6720 340	FB Scrimmage Official	90.00
Vendor Name GILLESPIE, JAKE		<u>90.00</u>
GLENWOOD COMMUNITY SCHOOLS	GlenwoodCC08 312024	220.00
21 0109 1400 920 6645 810	XC MeetEntry Fee	220.00
GLENWOOD COMMUNITY SCHOOLS	GlenwoodVB09 072024	150.00
21 0109 1400 920 6815 810	VB Tourn Entry Fee	150.00
Vendor Name GLENWOOD COMMUNITY SCHOOLS		<u>370.00</u>
HEALY AWARDS, INC.	INV097094	254.52
21 0109 1400 920 6720 618	FB Helmet Stickers	254.52
Vendor Name HEALY AWARDS, INC.		<u>254.52</u>
HITT, JESSE	HITT090924	120.00
21 0109 1400 920 6720 340	JV FB Official	120.00
Vendor Name HITT, JESSE		<u>120.00</u>
HOPPE, KACIE	HOPPE090324	120.00
21 0109 1400 920 6815 340	9/JV/V Official	120.00
Vendor Name HOPPE, KACIE		<u>120.00</u>

Vendor Name	Invoice Number	Amount
Account Number	Detail Description	Amount
HOWARD, DEREK	HOWARD082324	90.00
21 0109 1400 920 6720 340	FB Scrimmage Official	90.00
Vendor Name HOWARD, DEREK		90.00
IA HIGH SCHOOL SPEECH ASSOC.	SPEECH24-25	100.00
21 0109 1400 910 6120 810	Speech Membership	100.00
Vendor Name IA HIGH SCHOOL SPEECH ASSOC.		100.00
IOWA FOOTBALL COACHES ASSOC.	IFCA24-25	55.00
21 0109 1400 920 6720 810	IFCA Membership 24-25	55.00
Vendor Name IOWA FOOTBALL COACHES ASSOC.		55.00
IOWA GIRLS' COACHES ASSOC	IGCA2425	115.00
21 0109 1400 920 6600 618	Girls Coaches Membership	115.00
Vendor Name IOWA GIRLS' COACHES ASSOC		115.00
IOWA HIGH SCHOOL MUSIC ASSOC	471	336.00
21 0109 1400 910 6210 618	All State Vocal Registration	336.00
IOWA HIGH SCHOOL MUSIC ASSOC	472	100.00
21 0109 1400 910 6220 618	All State Band Registration	100.00
IOWA HIGH SCHOOL MUSIC ASSOC	85	175.00
21 0109 1400 910 6220 810	State Marching Band Festival	175.00
Vendor Name IOWA HIGH SCHOOL MUSIC ASSOC		611.00
JOHNSON, CHRIS	JOHNSON082324	90.00
21 0109 1400 920 6720 340	FB Scrimmage Official	90.00
Vendor Name JOHNSON, CHRIS		90.00
KRUSE, DANA	KRUSE083024	150.00
21 0109 1400 920 6720 340	V FB Official	150.00
Vendor Name KRUSE, DANA		150.00
LUCAS, JOE	LUCAS082324	90.00
21 0109 1400 920 6720 340	FB Scrimmage Official	90.00
Vendor Name LUCAS, JOE		90.00
MILLER, JUSTIN	MILLER082324	90.00
21 0109 1400 920 6720 340	FB Scrimmage Official	90.00
Vendor Name MILLER, JUSTIN		90.00
NAHNSEN, JOHN	NAHNSEN090324	120.00
21 0109 1400 920 6815 340	9/JV/V Official	120.00
Vendor Name NAHNSEN, JOHN		120.00
NORDYKE, AARON	NORDYKE090924	120.00
21 0109 1400 920 6720 340	JV FB Official	120.00
Vendor Name NORDYKE, AARON		120.00
PEPPER & SON, INC.	366625969/36	609.99

Vendor Name	Invoice Number	Amount
Account Number	Detail Description	Amount
	6620074	
21 0109 1400 910 6210 618	Fall Concert Music - 366625969	542.50
21 0109 1400 910 6210 618	Fall Concert Music - 366620074	67.49
PEPPER & SON, INC.	366633215/36 6627428	341.49
21 0109 1400 910 6121 618	JH Choir Music 366627428	262.74
21 0109 1400 910 6121 618	JH Choir Music 366633215	78.75
Vendor Name PEPPER & SON, INC.		<u>951.48</u>
REISS, CHARLIE	REISS083024	150.00
21 0109 1400 920 6720 340	V FB Official	150.00
Vendor Name REISS, CHARLIE		<u>150.00</u>
REISS, TYLER	REISS083024	150.00
21 0109 1400 920 6720 340	V FB Official	150.00
Vendor Name REISS, TYLER		<u>150.00</u>
SCHUMACHER, BRENT	SCHUMACHER08 3024	150.00
21 0109 1400 920 6720 340	V FB Official	150.00
Vendor Name SCHUMACHER, BRENT		<u>150.00</u>
SHENANDOAH COMMUNITY SCHOOLS	ShenCC082720 24	100.00
21 0109 1400 920 6645 810	XC Meet Entry Fee	100.00
Vendor Name SHENANDOAH COMMUNITY SCHOOLS		<u>100.00</u>
SOUTHWEST VALLEY COMMUNITY SCHOOLS	SWVCC0919202 4	160.00
21 0109 1400 920 6645 810	XC Meet Entry Fee	160.00
Vendor Name SOUTHWEST VALLEY COMMUNITY SCHOOLS		<u>160.00</u>
UNDERWOOD COMMUNITY SCHOOLS	AthleticDues	250.00
21 0109 1400 920 6720 810	District FB Dues	250.00
Vendor Name UNDERWOOD COMMUNITY SCHOOLS		<u>250.00</u>
WILLIAMS, JUSTIN	WILLIAMS	120.00
21 0109 1400 920 6720 340	JV FB Official	120.00
Vendor Name WILLIAMS, JUSTIN		<u>120.00</u>
Fund Number 21		<u>9,301.37</u>
Checking Account ID 3		<u>9,301.37</u>

**2024 – 2025 Agreement to Establish a Consortium to Jointly Administer an
Instructional Program Located in space within the boundaries of the
Glenwood Community School District**

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

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

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

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

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

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

PURPOSE

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

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

PROGRAM DESCRIPTION

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

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

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

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

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

NAME/ORGANIZATION

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

"Host district" means the district of location.

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

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

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

FISCAL AGENT

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

ADMINISTRATION

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

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

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

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

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

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

JOINT MEETINGS

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

BOARD APPROVAL

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

JURISDICTION

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

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

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

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

INDEPENDENCE RETAINED

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

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

NON-DELEGATION

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

DISPUTE RESOLUTION AND ARBITRATION

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

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

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

SPECIAL EDUCATION

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

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

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

LIMITED ENGLISH PROFICIENT

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

STAFFING

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

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

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

TRANSPORTATION

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

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

PROPERTY

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

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

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

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

NON-MEMBER DISTRICTS

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

FINANCIAL PROVISIONS

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

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

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

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

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

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

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

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

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

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

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

Each resident district shall be billed for and pay costs related to the use of the host district's facilities for operation of the SWIAC consortium classroom if those costs exceed the costs the host district would have had if the consortium classroom was not in that district school building. The non-instructional costs may include maintenance (janitorial services, snow and ice removal, and lawn care) estimated at \$21,000.00, and utilities and services (gas, electricity, water, sewer, garbage disposal, and pest control) estimated at \$18,000.00. Costs shall exclude any costs of the Apex Program which are not exclusively related to offering the special education instructional program to the consortium. Because the consortium is located on district property, there shall be NO use charge, lease or rental charged to school districts. Operation and maintenance costs, if allowable, are General Fund costs and may be billed to each member district in the proportion that each member's student FTE enrolled in the Consortium program bears to the total of all members' student FTE enrolled during that school year.

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

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

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

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

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

CONTRACTED SERVICES

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

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

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

AMENDMENTS

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

DURATION

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

TERMINATION

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

CROSS INDEMNIFICATION

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

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

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

APPLICATION OF LAWS, RULES, AND REGULATIONS

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

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

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

BINDING EFFECT

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

EXECUTION IN COUNTERPARTS

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

SEVERABILITY

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



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

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

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

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

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

Board President	 _____	Dated	July 1, 2024 _____
Board Secretary	 _____	Dated	July 1, 2024 _____

For the Member School District - _____

Board President	_____	Dated	_____
Board Secretary	_____	Dated	_____



Order

Order Number Q-299878-1
 Created Date 8/19/2024
 Expiration Date 9/18/2024

Billing Entity Agile Sports Technologies, Inc. dba Hudl
 600 P Street, Suite 400
 Lincoln, NE 68508

Address Information

Customer Name	Red Oak High School	Ship To	Red Oak High School
Bill To Email	ericksonm@redoakschools.org		Mark Erickson
Bill To	2011 N 8Th St Red Oak, Iowa 51566-1114 United States		ericksonm@redoakschools.org 5154508819 2011 N 8th Street Red Oak, Iowa 51566-1114 United States

Terms

Contract Start Date	9/15/2024	Billing Frequency	Annual
Contract End Date	9/14/2025	Payment Terms	Net 30
		Payment Method	Check

Year 1: USD 13,000.00

Product and Services

Year 1

- 1 - High School Select Athletic Department Package
 - 1 - Playtools
 - 1 - Hudl Sideline Premium Software
 - 1 - Focus Exchange Network
 - 1 - Focus Indoor Software
 - 1 - Focus Outdoor Software
 - 1 - Hudl Assist Unlimited Game + Scout Standard- All Varsity Sports
 - 1 - Hudl Gold - Organization Access
 - 1 - Hudl Streaming Premium 60
- 1 - Hudl Tickets

Authorized Signature

Signature:	{{Sig_es_:signer1:signature}}	Signature:	{{Sig_es_:signer2:signature}}
Name:	{{Sig_es_:signer1:fullname}}	Name:	{{Sig_es_:signer2:fullname}}
Title:	{{Sig_es_:signer1:title}}	Title:	{{Sig_es_:signer2:title}}

Terms and Services

- 1 This Order terminates and replaces all previous Orders for Products currently ordered by or provided to Organization as of the start date identified above. This Order and Organization's purchase and use of the Products described on this Order are governed by the signed agreement in place between the parties, or, if no such agreement exists, the Organization Terms of Service found at www.hudl.com/eula
- 1.1 the Hudl Ticketing Addendum found at <https://www.hudl.com/legal/agreements/hudl-ticket-terms>
- 1.2 the Hudl Streaming Addendum found at www.hudl.com/legal/agreements/hudl-streaming-addendum
- 1.3 the Focus Exchange Network Addendum found at www.hudl.com/legal/agreements/focus-exchange-network-addendum
- 2 the Hudl Ticketing Addendum found at <https://www.hudl.com/legal/agreements/hudl-ticket-terms>
- 3 the Hudl Streaming Addendum found at www.hudl.com/legal/agreements/hudl-streaming-addendum
- 4 the Focus Exchange Network Addendum found at www.hudl.com/legal/agreements/focus-exchange-network-addendum
- 5 The Invoice for the Year 1 amount will be sent either 30 days before the start date indicated above or once the Order is executed by both parties (whichever is later). Additional invoices will be aligned with the annual billing dates for the remainder of the Subscription Term.
- 6 Prices shown above do not include any taxes that may apply; any such taxes are Organization's responsibility. Tax-exempt Organizations must provide a copy of their certificate of exemption to Hudl. This is not an invoice.
- 7 If this Order is returned to Hudl after the start date indicated above, Hudl may adjust the start and end dates to reflect the actual dates of service without changing the total days of service or price. Any Hudl products currently used or purchased by Organization, including those listed above, will remain effective for the remainder of the current Subscription Term.

200 Series - Legal Status of the Board of Directors

200.1 - Organization of the Board of Directors (no changes)

The Red Oak Community School District board is authorized by and derives its organization from Iowa law. The board will consist of 5 board members. Board members are elected at-large.

The board is organized for the purpose of setting policy and providing general direction for the school district. The board will hold its organizational meeting at the first regular meeting following the canvass of votes. The retiring board will transfer materials, including the board policy manual, and responsibility to the new board.

The organizational meeting allows the outgoing board to approve minutes of its previous meetings, complete unfinished business and review the school election results. The retiring board will adjourn and the new board will then begin. The board secretary will administer the oath of office to the newly-elected board members. The board secretary will preside while the new board elects the president and vice-president of the new board.

Legal Reference:

~~Iowa Code §§ 274.2; 275.23A; 277.23, .28, .31; 279.1, .5, .7, .8, .33.
281 I.A.C. 12.3(2).~~

Approved March 26, 2018

Reviewed ~~May 10, 2021~~ September 18, 2024

Revised May 10, 2021

200.1R1 Regulation Organizational Meeting Procedures (no changes)

The board will hold its organizational meeting in odd-numbered years at or before the first regular meeting following the canvass of votes. Notice of the meeting's place and time will be given by the board secretary to each member, member-elect and the public.

The purpose of the meeting is to transfer material and responsibility from the outgoing board to the new board. At the meeting, the board will elect a president and a vice president who will hold office for one year. Once elected, the president and vice president will be entitled to vote on all matters before the board.

Meeting Procedure

The organizational meeting of the board will be held in two parts: the final meeting of the outgoing board and the organizational meeting of the new board.

1. Final Meeting of the Retiring Board

- (1) Call to order.
- (2) Roll call.
- (3) Approval of minutes of previous meeting(s).
- (4) Visitors.
- (5) Unfinished business.
 - (a) Current claims and accounts (for the retiring board to authorize).
- (6) Examine and settle the books for the previous year.
- (7) Review of election results. The board secretary will present the county auditor's official report on the latest elections. Official results are recorded in the minutes.
- (8) Adjournment of the retiring board.

2. Organizational Meeting of the New Board

- (1) The Board Secretary as president pro-tem, will preside over the meeting until a new board president is elected.
- (2) Call to order.
- (3) Roll call.
- (4) Oath of office. The board secretary will administer the oath to new members.
- (5) Election of a president of the board. The president pro-tem calls for nominations; nominations need not be seconded. The board will then vote on the nominations. The secretary will announce the result of the vote, and the board secretary will administer the oath of office to the newly elected president and the newly elected president will assume the chair.
- (6) Election of the vice-president. The president of the board will call for nominations; the nominations need not be seconded. The board will then vote on the nominations. The president will announce the results and administer the oath of office to the vice-president.

Other items of business at the organizational meeting may include:

- (7) Board resolution of appreciation recognizing the public service rendered by retiring board members.
- (8) Determination of dates, times, and places for regular meetings of the board.
- (9) Board resolution to define the operating rules and practices that will be followed by the new board.
- (10) Board resolution to authorize the interim payment of bills pursuant to policy [705.3](#).
- (11) Visitors.
- (12) Superintendent's report.
- (13) Adjournment.

NOTE: Board members elected at a regular school election must take the oath of office at or before the organization meeting. Failure to do so results in a vacancy.

NOTE: The board president and vice president are each elected to a one year term at the organizational meeting in odd-numbered years and at the annual meeting in even-numbered years.

Approved May 10, 2021

Reviewed May 10, 2021

Revised May 10, 2021

200.2 - Powers of the Board of Directors

The Board of Directors of the Red Oak Community School District, acting on behalf of the school district, will have jurisdiction over school matters within the territory of the school district.

The board is empowered to make policy for its own governance, for employees, for students and for school district facilities. The board is also empowered to enforce its policies. The board may, through its quasi-judicial power, conduct hearings and rule on issues and disputes confronting the school district.

The board has these powers and all other powers expressly granted to it in federal and state law as well as the powers that can be reasonably implied from the express powers.

Because all powers of the board derived from the state statutes are granted in terms of action as a group, individual board members exercise authority over district affairs only as they vote to take action at a legal meeting of the board. In other instances, an individual board member, including the president, will have power only when the board, by vote, has delegated authority. The board will make its members, the district staff, and the public aware that only the board acting as a whole has authority to take official action. Therefore, the board may transact business only with a quorum present during a regular or special meeting.

Pursuant to the state statutes, any board member shall not seek individually to influence the official functions of the district. The board and its members will deal with administrative services through the superintendent and will not give orders to any subordinates of the superintendent either publicly or privately, but may make suggestions and recommendations.

Legal Reference:

Board of Directors of Ind. School Dist. of Waterloo v. Green, 259 Iowa 1260, 147 N.W.2d 854 (1967).

~~Iowa Code §§ 28E, 274.1-.2, 279.8,
281 I.A.C. 12.1(2).~~

Approved March 26, 2018

Reviewed ~~May 10, 2021~~ **September 18, 2024**

Revised May 10, 2021

200.3 - Responsibilities of the Board of Directors (**changes—addition of quasi-judicial duty and explanation**)

The board is authorized to govern the school district, which it oversees. **The board is entrusted with public funds and is responsible for overseeing the improvement of student outcomes, including student academic achievement and skill proficiency.** As the governing board of the school district, the board has ~~three~~ **four** duties to perform: legislative duty, executive duty, ~~and evaluative duty,~~ **and quasi-judicial duty.**

As a representative of the citizens of the school district community, the board is responsible for legislating policy for the school district. As a policy making body, the board has jurisdiction to enact policy with the force and effect of law for the management and operation of the school district.

It is the responsibility of the board, under the board's executive duty, to select its chief executive officer, the superintendent, to operate the school district on the board's behalf. The board delegates to the superintendent its authority to carry out board policy, to formulate and carry out rules and regulations and to handle the administrative details in a manner which supports and is consistent with board policy.

The board has a responsibility to review the education program's performance under its evaluative duty. The board regularly reviews the education program and ancillary services. The review includes a careful study and examination of the facts, conditions and circumstances surrounding the amount of funds received or expended and the education program's ability to achieve the board's educational philosophy for the school district.

The board fulfills its quasi-judicial duties in serving as a neutral arbiter for hearings related to student suspension or expulsion proceedings and certain employment termination hearings and appeals. This important power was granted by the Iowa legislature and cannot be delegated. To preserve the board's neutrality to hear and decide upon these matters, the board does not investigate or become involved in student disciplinary matters or employment matters that may come before it and would require the board to serve in its quasi-judicial role.

Legal Reference:

~~Iowa Code §§ 274.1, 279.1, .8, .20, 280.12.~~

~~281 I.A.C. 12.3(2).~~

Approved March 26, 2018

Reviewed ~~May 10, 2021~~ **September 18, 2024**

Revised May 10, 2021

201 - Board of Directors' Elections

The school election takes place on the Tuesday after the first Monday in November of odd-numbered years. Each school election is used to elect citizens to the board to maintain a 5-member board and to address other questions that must be submitted to the voters.

Citizens of the school district community seeking a seat on the board must file their nomination papers with the board secretary, or the board secretary's designee, consistent with the deadlines provided in Iowa law.

If a vacancy occurs on the board it may be filled by appointment or by a special election consistent with Iowa law **and board policy**.

All elections will be held as provided in Iowa law. It is the responsibility of the county commissioner of elections to conduct school elections.

Legal Reference:

~~Iowa Code §§ 39, 45, 63, 69, 274.7, 277, 278.1, 279.7.~~

Cross Reference:

~~202 Board of Directors Members~~

~~202.3 Term of Office~~

~~202.4 Vacancies~~

~~203 Board of Directors' Conflict of Interest~~

Approved: March 26, 2018

Reviewed: ~~May 10, 2021~~ **September 18, 2024**

Revised: May 10, 2021

202.1 – Qualifications **(no changes)**

Serving on the board of directors is an honor and privilege. Its rewards are respect from the community, students, and employees and the satisfaction from knowing each board member contributed to the success of the children in the school district community. Only those who are willing to put forth the effort to care and to make a difference should consider running for a position on the board.

Individuals who are willing to serve on the board should believe public education is important, support the democratic process, willingly devote time and energy to board work, respect educators and have the ability to examine the facts and make a decision. The board believes an individual considering a position on the school board should possess these characteristics.

Citizens wanting to run for a position on the board must be a citizen of the school district, eighteen (18) years of age or older, an eligible elector of the district, and free from a financial conflict of interest with the position.

Legal Reference:

~~Iowa Code §§ 63, 68B, 277.4, .27, 279.7A~~

Approved March 26, 2018

Reviewed ~~May 10, 2021~~ **September 18, 2024**

Revised May 10, 2021

202.2 - Oath of Office

Board members are officials of the state. As a public official, each board member must pledge to uphold the Iowa and the United States Constitution and carry out the responsibilities of the office to the best of the board member's ability.

Each newly-elected board member will take the oath of office prior to any action taken as a school official. The oath of office is taken by each new board member elected at the annual school election at or before the organizational meeting of the board. In the event of an appointment or special election to fill a vacancy, the new board member will take the oath of office within ten days of the appointment or election.

Board members elected to offices of the board will also take the same oath of office but replacing the office of board member with the title of the office to which they were elected.

The oath of office is administered by the board secretary and does not need to be given at a board meeting. In the event the board secretary is absent, the oath is administered by another board member.

The oath of office is the following:

"Do you solemnly swear that you will support the Constitution of the United States and the Constitution of the state of Iowa, and that you will faithfully and impartially to the best of your ability discharge the duties of the office of _____ Director in the Red Oak Community School District as now and hereafter required by law?"

Legal Reference:

~~Iowa Code §§ 277.28; 279.1, .6.~~

Approved March 26, 2018

Reviewed ~~May 10, 2021~~ **September 18, 2024**

Revised May 10, 2021

202.3 - Term of Office

Board members elected for a full term at a regularly scheduled school election in November of odd-numbered years serve for four years. Board members appointed to fill a vacant position will serve until a successor is elected and qualified at the next scheduled school election, unless there is an intervening special election for the school district, in which event a successor shall be elected at the intervening special election. A board member elected to fill a vacancy will serve out the unexpired term.

Being a board member is a unique opportunity for a citizen to participate on a governing board of the school district. Eligible board members are encouraged to consider running for more than one term.

Legal Reference:

~~Iowa Code §§ 69.12; 274.7; 279.6; 279.7~~

Approved: March 26, 2018

Reviewed: ~~May 10, 2021~~ **September 18, 2024**

Revised: May 10, 2021

202.4 – Vacancies (minor changes)

A vacancy occurs when a board member dies, resigns, forfeits, or otherwise leaves the office. A vacancy also includes, but is not limited to, the following: failure to be properly elected, failure to qualify within the time fixed by law, failure to reside in the school district or director district, a court order declaring the seat vacant, conviction of a felony, three violations of the open meetings law, or conviction of a public offense in violation of the oath of office.

If a vacancy occurs prior to the expiration of a term of office, the vacancy will be filled by board appointment within 30 days of the vacancy. ~~and consistent with the requirements of Iowa law.~~ **The board shall publish notice stating that the board intends to fill the vacancy by appointment, but the electors of the school district have the right to file a petition within**

14 days of the publication of the notice requiring the vacancy be filled by a special election. The newly-appointed board member will hold the position until the next scheduled school election. ~~At that time the appointed board member may run for a four-year term, if one is available, or run for the remainder of the unexpired term.~~

A person appointed to fill a vacancy shall hold office until a successor is elected and qualified at the next regular school election, unless there is an intervening special election for the school district, in which event a successor shall be elected at the intervening special election.

If the board is unable to fill a vacancy by appointment within 30 days after the vacancy occurs **or if a valid petition is submitted**, the board secretary will call a special election to be held no sooner than 60 days and not later than 70 days after the vacancy occurred. A board member elected at the special election will serve the remaining portion of the unexpired term.

Legal Reference:

~~Iowa Code §§ 69, 277.29, 279.~~

~~*Good v. Crouch*, 397 N.W.2d 757 (Iowa 1986).~~

~~*Board of Directors of Grimes Independent School Dist. v. County Board of Public Instruction of Polk Co.*, 257 Iowa 106, 131 N.W.2d 802 (1965).~~

~~*Board of Directors of Menlo Consol. School Dist. v. Blakesburg*, 240 Iowa 910, 36 N.W.2d 751 (1949).~~

Approved March 26, 2018

Reviewed May 10, 2021

Revised May 10, 2021

203 - Board of Directors' Conflict of Interest (no changes)

Board members must be able to make decisions objectively. It is a conflict of interest for a board member to receive direct compensation from the school district, unless exempted in law or this policy, for anything other than reimbursement of actual and necessary expenses, including travel, incurred in the performance of official duties. A board member will not act as an agent for school textbook or school supplies including sports apparel or equipment, in any transaction with a director, officer, or other staff member of the school district during the board member's term of office. It will not be a conflict of interest for board members to receive compensation from the school district for contracts for purchase goods or services which benefits a board member, or to compensation for part-time or temporary employment which benefits a board member, if the benefit to the board member does not exceed \$20,000 in a fiscal year or if the contracts are made by the board, upon competitive bid in writing, publicly invited and opened.

The conflict of interest provisions do not apply to a contract that is a bond, note or other obligation of a school corporation if the contract is not acquired directly from the school corporation, but is acquired in a transaction with a third party, who may or may not be the original underwriter, purchaser, or obligee of the contract, or to a contract in which a director has an interest solely by reason of employment if the contract was made by competitive bid, in writing, publicly invited and opened, or if the remuneration for employment will not be directly affected as a result of the contract and duties of employment do not involve any of the preparation or procurement of any part of the contract. The competitive bid section of the conflict of interest provision does not apply to a contract for professional services not customarily competitively bid.

It will also be a conflict of interest for a board member to engage in any outside employment or activity which is in conflict with the board member's official duties and responsibilities. In determining whether outside employment or activity of a board member creates a conflict of interest, situations in which an unacceptable conflict of interest is deemed to exist includes, but are not limited to, any of the following:

1. The outside employment or activity involves the use of the school district's time, facilities, equipment and supplies or the use of the school district badge, uniform, business card or other evidence of office to give the board member or member of the board member's immediate family an advantage or pecuniary benefit that is not available to other similarly situated members or classes of members of the general public. For purposes of this section, a person is not "similarly situated" merely by being related to a board member.
2. The outside employment or activity involves the receipt of, promise of, or acceptance of more or other consideration by the board member or a member of the board member's immediate family from anyone other than the state or the school district for the performance of any act that the board member would be required or expected to perform as part of the board member's regular duties or during the hours in which the board member performs service or work for the school district.
3. The outside employment or activity is subject to the official control, inspection, review, audit, or enforcement authority of the board member, during the performance of the board member's duties of office or employment.

If the outside employment or activity is employment or activity in (1) or (2) above, the board member must cease the employment of or activity. If the activity or employment falls under (3), then the board member must:

- Cease the outside employment or activity; or
- Publicly disclose the existence of the conflict and refrain from taking any official action or performing any official duty that would detrimentally affect or create a

benefit for the outside employment or activity. Official action or official duty includes, but is not limited to, participating in any vote, taking affirmative action to influence any vote, or providing any other official service or thing that is not available generally to members of the public in order to further the interests of the outside employment or activity.

When procurement is supported by Federal Child Nutrition funds, board members will not participate in the selection, award, or administration of a contract if there is a real or apparent conflict of interest in the contract. Contract, for purposes of this paragraph, includes a contract where the board member, board member's immediate family, partner, or a non-school district employer of these individuals is a party to the contract.

It is the responsibility of each board member to be aware of an actual or potential conflict of interest should it arise. It is also the responsibility of each board member to take the action necessary to eliminate such a conflict of interest. Should a conflict of interest arise, a board member should not participate in any action relating to the issue from which the conflict arose.

Legal Reference:

~~22 C.F.R. § 518.42.~~

~~Iowa Code §§ 68B; 71.1; 277.27; 279.7A; 301.28.~~

Approved March 26, 2018

Reviewed July 11, 2022 **September 18, 2024**

Revised August 8, 2022

204 - Code of Ethics (no changes)

Board members' actions, verbal and nonverbal, reflect the attitude and the beliefs of the school district. Therefore, board members must conduct themselves professionally and in a manner fitting to their position.

Each board member shall follow the code of ethics stated in this policy.

AS A SCHOOL BOARD MEMBER:

1. I will listen.
2. I will respect the opinion of others.
3. I will recognize the integrity of my predecessors and associates and the merit of their work.

4. I will be motivated only by an earnest desire to serve my school district and the children of my school district community in the best possible way.
5. I will not use the school district or any part of the school district program for my own personal advantage or for the advantage of my friends or supporters.
6. I will vote for a closed session of the board if the situation requires it, but I will consider "star chamber" or "secret" sessions of board members unethical.
7. I will recognize that to promise in advance of a meeting how I will vote on any proposition which is to be considered is to close my mind and agree not to think through other facts and points of view which may be presented in the meeting.
8. I will expect, in board meetings, to spend more time on education programs and procedures than on business details.
9. I will recognize that authority rests with the board in legal session and not with individual members of the board, except as authorized by law.
10. I will make no disparaging remarks, in or out of the board meeting, about other members of the board or their opinions.
11. I will express my honest and most thoughtful opinions frankly in board meetings in an effort to have decisions made for the best interests of the children and the education program.
12. I will insist that the members of the board participate fully in board action and recommend that when special committees are appointed, they serve only in an investigative and advisory capacity.
13. I will abide by majority decisions of the board.
14. I will carefully consider petitions, resolutions and complaints and will act in the best interests of the school district.
15. I will not discuss the confidential business of the board in my home, on the street or in my office; the place for such discussion is the board meeting.
16. I will endeavor to keep informed on local, state and national educational developments of significance so I may become a better board member.

IN MEETING MY RESPONSIBILITY TO MY SCHOOL DISTRICT COMMUNITY

1. I will consider myself a trustee of public education and will do my best to protect it, conserve it, and advance it, giving to the children of my school district community the educational facilities that are as complete and adequate as it is possible to provide.
2. I will consider it an important responsibility of the board to interpret the aims, methods and attitudes of the school district to the community.
3. I will earnestly try to interpret the needs and attitudes of the school district community and do my best to translate them into the education program of the school district.
4. I will attempt to procure adequate financial support for the school district.
5. I will represent the entire school district rather than individual electors, patrons or groups.
6. I will not regard the school district facilities as my own private property but as the property of the people.

IN MY RELATIONSHIP WITH SUPERINTENDENT AND EMPLOYEES

1. I will function, in meeting the legal responsibility that is mine, as a part of a legislative, policy-forming body, not as an administrative officer.
2. I will recognize that it is my responsibility, together with that of my fellow board members, to see the school district is properly run and not to run them myself.
3. I will expect the school district to be administered by the best-trained technical and professional people it is possible to procure within the financial resources of the school district.
4. I will recognize the superintendent as executive officer of the board.
5. I will work through the administrative employees of the board, not over or around them.
6. I will expect the superintendent to keep the board adequately informed through oral and written reports.
7. I will vote to employ employees only after the recommendation of the superintendent has been received.

8. I will insist that contracts be equally binding on teachers and the board.
9. I will give the superintendent power commensurate with the superintendent's responsibility and will not in any way interfere with, or seek to undermine, the superintendent's authority.
10. I will give the superintendent friendly counsel and advice.
11. I will present any personal criticism of employees to the superintendent.
12. I will refer complaints to the proper administrative officer.

TO COOPERATE WITH OTHER SCHOOL BOARDS

1. I will not employ a superintendent, principal or teacher who is already under contract with another school district without first securing assurance from the proper authority that the person can be released from contract.
2. I will consider it unethical to pursue any procedure calculated to embarrass a neighboring board or its representatives.
3. I will not recommend an employee for a position in another school district unless I would employ the employee under similar circumstances.
4. I will answer all inquiries about the standing and ability of an employee to the best of my knowledge and judgment, with complete frankness.
5. I will associate myself with board members of other school districts for the purpose of discussing school district issues and cooperating in the improvement of the education program.

Legal Reference:

~~Iowa Code §§ 21.6(3)(d), 68B, 69, 277.28, 279.7A, 279.8, 301.28.~~

Approved March 26, 2018

Reviewed ~~May 10, 2021~~ **September 18, 2024**

Revised May 10, 2021

205 - Board Member Liability

Board members will not be held personally liable for actions taken in the performance of their duties and responsibilities vested in them by the laws of Iowa and the members of the

school district community. In carrying out the duties and responsibilities of their office, board members will act in good faith.

The school district will defend, save harmless and indemnify board members against tort claims or demands, whether groundless or otherwise, arising out of an alleged act or omission occurring within the scope of their official duties, unless it constitutes a willful or wanton act or omission. However, the school district will not save harmless or indemnify board members for punitive damages.

Legal Reference:

~~Wood v. Strickland, 420 U.S. 308 (1975).~~

~~42 U.S.C. §§ 1983, 1985.~~

~~Iowa Code ch. 670.~~

Approved March 26, 2018

Reviewed ~~May 10, 2021~~ **September 18, 2024**

Revised May 10, 2021

206 - Board of Directors' Officers

206.1 – President (minor changes)

It is the responsibility of the board president to lead a well-organized board in an efficient and effective manner. The board president will set the tone of the board meetings and, as the representative of the consensus of the board, speak on behalf of the board to the public.

The president of the board is elected **to serve a one-year term** by a majority vote at the organizational meeting in odd-numbered years, or ~~at the annual meeting in even-numbered years, in even-numbered years, at a regular meeting held between twelve to thirteen months after the most recent organizational meeting.~~ **to serve a one-year term of office.** A member may be elected to successive one-year terms as president.

The president, in addition to presiding at the board meetings, will take an active role in board decisions by discussing and voting on each motion before the board in the same manner as other board members. Before making or seconding a motion, the board president will turn over control of the meeting to either the vice-president or other board member.

The board president has the authority to call special meetings of the board. Prior to board meetings, the board president will consult with the superintendent on the development of the agenda for the meeting.

The board president, as the chief officer of the school district, will sign employment contracts and sign other contracts and school district warrants approved by the board. The board president will appear on behalf of the school corporation in causes of action involving the school district, unless the board president must appear individually as a party, in which case, this duty shall be performed by the board secretary.

Legal Reference:

~~Iowa Code §§ 279.1-.2; 291.1.~~

Approved: March 26, 2018

Reviewed: ~~June 28, 2021~~ September 18, 2024

Revised: June 28, 2021

206.2 - Vice President

The vice-president of the board is elected by a majority vote at the organizational meeting of in odd-numbered years, or, in even-numbered years, at a regular meeting held between twelve to thirteen months after the most recent organizational meeting, to serve a one-year term of office.

By this election, if the board president is unable or unwilling to carry out the duties required, it is the responsibility of the Vice-President of the board to carry out the duties of the president. If the president is unable or unwilling to complete the term of office, the vice-president will serve as president for the balance of the president's term of office, and a new vice-president will be elected. ~~The vice-president shall serve in the absence of the president and shall perform such other duties as may be assigned by the president or by the board. If the board president is unable or unwilling to carry out the duties required, it is the responsibility of the vice-president of the board to carry out the duties of the president. If the president is unable or unwilling to complete the term of office, the vice-president will serve as president for the balance of the president's term of office, and a new vice-president will be elected.~~

~~The vice-president of the board is elected by a majority vote at the organizational meeting in odd-numbered years, or at the annual meeting in even-numbered years, to serve a one year term of office. A member may be elected to successive one-year terms as vice-president.~~

The vice-president will accept control of the meeting from the president when the president wishes to make or second a motion. The vice-president will take an active role in board decisions by discussing and voting on matters before the board in the same manner as other board members.

Legal Reference:

~~Iowa Code § 279.5~~

Approved March 26, 2018

Reviewed ~~June 28, 2021~~ **September 28, 2024**

Revised June 28, 2021

206.3 - Secretary-Treasurer (no changes)

It shall be the responsibility of the board to annually appoint a board secretary-treasurer. A board secretary-treasurer may be appointed from employees, other than a position requiring a teaching certificate, or from the public. To finalize the appointment, the board secretary-treasurer will take the oath of office during the meeting at which the individual was appointed or no later than ten days thereafter. It is the responsibility of the board to evaluate the board secretary-treasurer annually.

It is the responsibility of the board secretary-treasurer, as custodian of school district records, to preserve and maintain the records and documents pertaining to the business of the board; to keep complete minutes of special and regular board meetings, including closed sessions; to keep a record of the results of regular and special elections; to keep an accurate account of school funds; to sign warrants drawn on the school funds after board approval; and collect data on truant students. The board secretary-treasurer will also be responsible for filing the required reports with the Iowa Department of Education.

It is the responsibility of the board secretary-treasurer to oversee the investment portfolio, to receive funds of the school district, to pay out the funds for expenses approved by the board, to maintain accurate accounting records for each fund, to report monthly regarding the investment portfolio and the status of each fund and to file required reports with the appropriate state agencies and other entities. It will also be the responsibility of the secretary-treasurer to coordinate the financial records, the financial reports, the cash flow needs and the investment portfolio of the school district.

In the event the board secretary-treasurer is unable to fulfill the responsibilities set out by the board and the law, the board will appoint a protem secretary-treasurer to assume those duties until the board secretary-treasurer is able to resume the responsibility or a new board secretary-treasurer is appointed. The board secretary-treasurer will give bond in an amount set by the board. The cost of the bond will be paid by the school district.

Legal Reference:

~~Iowa Code §§ 12B.10; 12C; 64; 279.3, .5, .7, .31-.33, .35; 291.2-.4, .6-.12; .14, 299.10.~~

Approved: March 26, 2018

Reviewed: ~~June 28, 2021~~ **September 18, 2024**

Revised: June 28, 2021

207 - Board of Directors' Legal Counsel (**no changes**)

It is the responsibility of the board to employ legal counsel to assist the board and the administration in carrying out their duties with respect to the numerous legal issues confronting the school district. The board may appoint legal counsel at its annual meeting or as otherwise necessary and appropriate.

The superintendent and board secretary will have the authority to contact the board's legal counsel on behalf of the board when the superintendent or board secretary believes it is necessary for the management of the school district. The board president may contact and seek advice from the school board's legal counsel. Board members may contact legal counsel upon approval of a majority of the board. It is the responsibility of each board member to pay the legal fees, if any, of an attorney the board member consulted regarding matters of the school district unless the board has authorized the board member to consult an attorney on the matter.

The board's legal counsel will attend both regular and special school board meetings upon the request of the board or the superintendent. Board members may contact legal counsel upon approval of a majority of the board.

It is the responsibility of the superintendent to keep the board informed of matters for which legal counsel was consulted, particularly if the legal services will involve unusual expense for the school district.

Legal Reference:

Bishop v. Iowa State Board of Public Instruction, 395 N.W.2d 888 (Iowa 1986).

[Iowa Code § 279.37.](#)

Approved March 26, 2018

Reviewed ~~June 28, 2021~~ **September 18, 2024**

Revised June 28, 2021

208 - Board of Directors Committees

The board may determine from time to time that board committees may be required to assist the board in its discharge of duties. In addition to any legally required committees, the board may appoint standing committees with specific charges.

If the board creates or appoints a committee, the board and the committee will strive to follow all applicable federal and state laws. The board and the committee will strive to follow state open meetings and public records requirements.

In no case shall a committee constitute a quorum of the Board of Directors. Reports of board committees shall be circulated in advance through the superintendent's office, except in an emergency or as directed by the board or president of the board.

Approved March 26, 2018

Reviewed March 26, 2018

Revised March 26, 2018

208.2 - AD Hoc Committees (no changes)

Whenever the board deems it necessary, the board may appoint a committee composed of citizens, employees or students to assist the board. Committees formed by the board are ad hoc committees.

An ad hoc committee may be formed by board resolution which will outline the duties and purpose of the committee. The committee is advisory in nature and has no duty or responsibility other than that specifically stated in the board resolution. The committee will automatically dissolve upon the delivery of its final recommendation to the board or upon completion of the duties outlined in the board resolution. The board will receive the report of the committee for consideration. The board retains the authority to make a final decision on the issue.

The method for selection of committee members will be stated in the board resolution. When possible, and when the necessary expertise required allows, the committee members will be representative of the school district community and will consider the various viewpoints on the issue. The board may designate a board member and/or the superintendent to serve on an ad hoc committee. The committee will select its own chairperson, unless the board designates otherwise.

Legal Reference:

~~Iowa Code §§ 21, 279.8; 280.12(2).
2811.A.C. 12.3(3), 3(8); 5(8).~~

Approved March 26, 2018

Reviewed ~~June 28, 2021~~ September 18, 2024

Revised June 28, 2021

208.2R1 - AD Hoc Committees Regulations

Ad Hoc Committee Purpose and Function

The specific purpose of each ad hoc committee varies. Generally, the primary function of an ad hoc committee is to give specific advice and suggestions. The advice and suggestions should focus on the purpose and duties stated in the board resolution establishing the committee. It is the board's role to take action based on information received from the ad hoc committee and other sources. Ad hoc committees may be subject to the open meetings law.

Role of an Ad Hoc Committee Member

The primary role of an ad hoc committee member is to be a productive, positive member of the committee. In doing so, it is important to listen to and respect the opinions of others. When the ad hoc committee makes a recommendation to the board, it is important for the ad hoc committee members to support the majority decision of the ad hoc committee. An ad hoc committee will function best when its members work within the committee framework and bring items of business to the ad hoc committee.

Ad Hoc Committee Membership

Ad hoc committee members may be appointed by the board. The board may request input from individuals or organizations, or it may seek volunteers to serve. Only the board or superintendent has the authority to appoint members to an ad hoc committee. Boards must follow the legal limitations or requirements regarding the membership of an ad hoc committee.

209 - Board of Directors' Management Procedures

209.1 - Development of Policy (no change)

The board shall develop and maintain a policy manual that provides a codification of its policy actions. Board policy provides the general direction as to what the board wishes to accomplish and why it wishes to accomplish it while allowing the superintendent to implement board policy. Policies shall be reviewed on a regular basis to ensure relevance to current practices and compliance with the law.

The written policy statements contained in this manual provide guidelines and goals to the citizens, administration, employees and students in the school district community. The

policy statements are the basis for the formulation of regulations by the administration. The board will determine the effectiveness of the policy statements by evaluating periodic reports from the administration.

Policy statements may be proposed by a board member, administrator, employee, student or member of the school district community. Proposed policy statements or ideas will be submitted to the superintendent's office for possible placement on the board agenda. It is the responsibility of the superintendent to bring these proposals to the attention of the board.

The policies of the board may be amended or revised by resolution adopted at any regular meeting, provided notice of such change shall have been given at a previous meeting. The superintendent is authorized to submit written recommendations for revision of any existing policies as he deems necessary for the most efficient operation of the school district. The superintendent will notify all employees whenever revisions, additions or amendments are made. This notice procedure shall be required except for emergency situations, which shall be determined solely by the board.

Legal Reference:

~~Iowa Code §§ 274.1-2; 279.8.~~
~~281 I.A.C. 12.3(2).~~

Approved March 26, 2018

Reviewed ~~June 28, 2021~~ **September 18, 2024**

Revised June 28, 2021

209.2 - Adoption of Policy

The board will give notice of proposed policy changes or adoption of new policies by placing the item on the agenda of two regular board meetings. The proposed policy changes will be distributed and public comment may be allowed at both meetings prior to final board action. This notice procedure will be required except for emergency situations. If the board adopts a policy in an emergency situation, a statement regarding the emergency and the need for immediate adoption of the policy will be included in the minutes. The board will have complete discretion to determine what constitutes an emergency situation.

The final action taken to adopt the proposed policy will be approved by a simple majority vote of the board at the next regular meeting after the meeting allowing public discussion. The policy will be effective on the later of the date of passage or the date stated in the motion.

In the case of an emergency, a new or changed policy may be adopted by a majority vote of a quorum of the board. The emergency policy will expire at the close of the third regular meeting following the emergency action, unless the policy adoption procedure stated above is followed and the policy is reaffirmed.

Legal Reference:

~~[Iowa Code § 279.8:](#)~~

Approved March 26, 2018

Reviewed ~~June 28, 2021~~ **September 18, 2024**

Revised June 28, 2021

209.3 Dissemination of Policy (**minor changes**)

The board policy manual is available electronically. Persons unable to access the policy manual electronically should contact the board secretary for assistance.

~~It shall be the responsibility of the board secretary to ensure copies of new and revised policy statements are distributed to the custodians of board policy manuals as soon as possible following the policy's adoption. Copies of changes in board policy will also be included in or attached to the minutes of the meetings in which the final action was taken to adopt the new or changed policy.~~

Legal Reference:

~~[Iowa Code §§ 277.31; 279.8:](#)~~

~~[281 I.A.C. 12.3\(2\):](#)~~

Approved: March 26, 2018

Reviewed: ~~June 28, 2021~~ **September 18, 2024**

Revised: June 28, 2021

209.4 - Suspension of Policy (**no changes**)

Generally, the board will follow board policy and enforce it equitably. The board, and only the board, may, in extreme emergencies of a very unique nature, suspend policy. It is within the discretion of the board to determine when an extreme emergency of a very unique nature exists. Reasons for suspension of board policy will be documented in board minutes.

Legal Reference:

~~[Iowa Code § 279.8:](#)~~

~~281 I.A.C. 12.3(2).~~

Approved March 26, 2018

Reviewed ~~June 28, 2021~~ **September 18, 2024**

Revised June 28, 2021

209.5 - Administration in the Absence of Policy (**no change**)

When there is no board policy in existence to provide guidance on a matter, the superintendent is authorized to act appropriately under the circumstances surrounding the situation keeping in mind the educational philosophy and financial condition of the school district.

It is the responsibility of the superintendent to inform the board of the situation and the action taken and to document the action taken when necessary. If needed, the superintendent will draft a proposed policy for the board to consider.

Legal Reference:

~~Iowa Code § 279.8.~~

~~281 I.A.C. 12.3(2).~~

Approved March 26, 2018

Reviewed ~~June 28, 2021~~ **September 18, 2024**

Revised June 28, 2021

209.6 - Review and Revision of Policy (**no changes**)

The board shall, at least once every five years, review board policy. Each year, the board may make a determination about the sections and/or series of the policy manual and the specific policies in the policy manual to be reviewed.

It is the responsibility of the superintendent to keep the board informed as to legal changes at both the federal and state levels. The superintendent will also be responsible for bringing proposed policy statement revisions to the board's attention.

If a policy is revised because of a legal change over which the board has no control or a change which is minor, the policy may be approved at one meeting at the discretion of the board.

Legal Reference:

~~Iowa Code S 279.8.~~
~~281 I.A.C. 12.3(2).~~

Approved March 26, 2018

Reviewed ~~June 28, 2021~~ September 18, 2024

Revised June 28, 2021

209.7 - Review of Administrative Regulations (no changes)

Board policy sets the direction for the administration of the education program and school district operations. Some policies require administrative regulations for implementation.

It is the responsibility of the superintendent to develop administrative regulations to implement the board policies. The regulations, including handbooks, will be approved by the board prior to their use in the school district.

Legal Reference:

~~Iowa Code SS 279.8, .20.~~

Approved March 26, 2018

Reviewed ~~June 28, 2021~~ September 18, 2024

Revised June 28, 2021

IN-BUILDING LEASE AND AGREEMENT

This In-Building Lease and Agreement (the “In-Building Agreement”) by and between Red Oak Community School District (“Landlord”), and USCOC OF GREATER IOWA, LLC (“Tenant”), Attention: Real Estate Lease Management, 8410 West Bryn Mawr Avenue, Chicago, Illinois 60631. In this In-Building Agreement, the parties are sometimes collectively referred to as the “Parties” and singly as a “Party”.

Whereas, Landlord uses as one of its primary business location that certain building located at 604 Broadway Street Red Oak IA (the “Building”); and

Whereas, Landlord wishes to obtain, and Tenant wishes to provide, improved wireless communication service in the Building; and

Whereas, Tenant is able to provide improved in-building wireless communication service by installing certain wireless telecommunications repeater(s) and related equipment (the “In-Building System”) within the Building.

Now, therefore, in consideration of mutual promises set forth below, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. System Design, Approval and Installation. Tenant, at its expense, shall design and install the In-Building System, subject to Landlord’s approval, which approval shall not be unreasonably withheld, conditioned or delayed.
2. Demise of Premises. Landlord hereby lets and demises unto Tenant, and Tenant hereby accepts from Landlord the following described premises located within the Building:
 - a. Space in the building for one (1) Nokia Flexizone small cell mounted at a location determined upon by mutual agreement of the Parties.
 - b. Space on the roof or side of the Building for certain In-Building System components, including but not limited to one (1) GPS antenna, as specified in Exhibit A.
 - c. Space in the Building to extend and connect telecommunications lines for signal carriage within the In-Building System, as more fully set forth in Exhibit A.
 - d. The approximate size, shape and description of the in-building equipment, antenna and telecommunications lines shall be included as Exhibit A to this In-Building Agreement.

- e. Landlord will provide a connection to existing Internet Service Provider (ISP) for small cell backhaul purposes at no charge to Tenant.

3. Grant of Easement; Non-Interference with Business Operations. To effect the purposes of this In-Building Agreement, Landlord hereby grants to Tenant a non-exclusive Easement appurtenant to the Building to enter the Building and so much of Landlord's business premises as Tenant, in its discretion, deems reasonably necessary; during normal business hours with advanced notice and escort by Biltmore personnel; for the purpose of installing and maintaining the In-Building System; provided, however, that Tenant shall not unreasonably interfere with Landlord's business operations. If, in Tenant's opinion, installation and/or maintenance of the In-Building System is reasonably likely to interfere with Landlord's business operations, then Tenant shall provide Landlord with reasonable advance notice of the anticipated interference, and obtain Landlord's prior consent; provided, further, that Landlord's consent shall not be unreasonably withheld, conditioned, or delayed.

4. Use of the Building. Tenant shall be entitled to non-exclusive use of the Building to install, operate, modify as necessary and maintain its In-Building System, together with any and all necessary lines, anchors, connections, devices, and equipment for the transmission, reception, encryption, and translation of voice and data signals by means of radio frequency energy.

5. Term and Termination. The initial lease term will be five (5) years (the "Initial Term"), commencing on the full execution of this Agreement. This Agreement automatically renew for up to five (5) additional terms of five (5) years each, unless Tenant notifies Landlord that it will not renew the Agreement prior to the expiration of the term then present at the time of such notice.

6. Option to Terminate. In the event that Tenant determines, in its reasonable opinion, that the In-Building System is no longer necessary for the provision of Service to Landlord, then Tenant shall have the right to terminate this In-Building Agreement and to remove the In-Building System, provided that such removal shall not unreasonably interfere with Landlord's business operations; and, further, that if interference is reasonably anticipated, then the provisions of Section 3, above, shall apply.

7. Utilities. At Landlord's expense, Tenant shall be entitled to connect to and receive unmetered electricity for the In-Building System from a suitable electric service outlet.

8. Repairs. Tenant, at its expense, shall be responsible for all repairs to the In-Building System and Tenant, at its expense and in its discretion, may replace and substitute the In-Building System components in order to achieve the purposes of this Agreement.

9. Mutual Indemnification. Tenant shall indemnify and hold Landlord harmless from and against any loss, damage, or injury caused by, or on behalf of, or through the fault of the Tenant, or in any way resulting from Tenant's presence upon Landlord's business premises. Landlord shall indemnify and hold Tenant harmless from and against any loss, damage, or injury caused by, or on behalf of, or through the fault of the Landlord. Nothing in this Article shall require a party to indemnify the other party against such other party's own willful or negligent misconduct.

10. Limitation of Liability. Tenant's liability regarding Landlord's use of the In-Building System or related equipment, or any failure of or inability to use the Service or Equipment, is limited to the charges Landlord incurs for the applicable Service or Equipment during the affected period. This means Tenant is not liable for any incidental, indirect or consequential damages (including, without limitation, lost profits or lost business opportunities), punitive or exemplary damages, or attorneys' fees.

11. Disclaimer of Warranties. Tenant makes no warranty regarding the In-Building System, including but not limited to its equipment or software components; and Tenant disclaims any implied warranty, including any warranties of merchantability, non-infringement or fitness for a particular purpose. Tenant is not responsible for circumstances beyond its control, including without limitation, acts or omissions of others, atmospheric conditions, or acts of God. Tenant does not manufacture the In-Building System, including but not limited to its equipment or software components, and Landlord's only warranties and representations with respect to equipment or software are those provided by the manufacturers, if any (with respect to which Tenant has no liability whatsoever).

TENANT SHALL HAVE NO LIABILITY TO LANDLORD OR ANY END USER FOR ANY INTELLECTUAL PROPERTY INFRINGEMENT OR MISAPPROPRIATION WITH RESPECT TO ANY ELEMENT OF THE IN-BUILDING SYSTEM. IN ADDITION, WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, TENANT SPECIFICALLY DISCLAIMS THE SUITABILITY OF THE IN-BUILDING SYSTEM FOR USE IN MISSION CRITICAL APPLICATIONS OR IN HAZARDOUS ENVIRONMENTS REQUIRING FAIL SAFE CONTROLS, INCLUDING WITHOUT LIMITATION, OPERATION OF NUCLEAR FACILITIES, AIRCRAFT NAVIGATION OR COMMUNICATION SYSTEMS, AIR TRAFFIC CONTROL AND LIFE SUPPORT OR WEAPONS SYSTEMS.

12. Insurance. Tenant shall continuously maintain in full force and effect its customary policy of commercial general liability insurance with limits of no less than One Million Dollars.

13. Assignment of In-Building Agreement by Tenant. Tenant's interest under this In-Building Agreement may be freely assigned in connection with the transfer of Tenant's FCC authorization to operate a commercial mobile radio base station at the Site,

so that the name and identity of the holder of Tenant's interest hereunder can be consistent with the name and identity of the holder of said FCC authorization. Any other assignment of this In-Building Agreement by Tenant shall require Landlord's prior written consent, which shall not unreasonably be withheld, conditioned or delayed.

14. Removal of In-Building System. Landlord agrees and acknowledges that the In-Building System is Tenant's personal property and shall never be considered fixtures to Building or Landlord's business premises. Tenant shall at all times be authorized to remove Tenant's In-Building System from the Building. Within thirty (30) days after any termination of the In-Building Agreement, Tenant shall remove all of its equipment from the Building and restore the Building to its original condition, reasonable wear and tear excepted. Landlord acknowledges that if, at any time, Landlord discontinues being a U. S. Cellular customer; then Tenant will terminate this In-Building Agreement and remove Tenant's equipment from Landlord's Building.

15. Binding Effect. All of the covenants, conditions, and provisions of this In-Building Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

16. Modifications. This In-Building Agreement may not be modified, except in writing, by the parties' duly authorized representatives, or their successors, who executed this In-Building Agreement.

17. Approvals. Landlord represents and warrants that Landlord has obtained all the necessary approvals from the building owner to allow Tenant to install its equipment in the building.

[END OF AGREEMENT – SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto bind themselves to this In-Building Agreement as of the day and year first above written.

Landlord:
Red Oak Community School District

Tenant:
USCOC OF GREATER IOWA, LLC

By: _____

By: _____

Printed: _____

Printed: _____

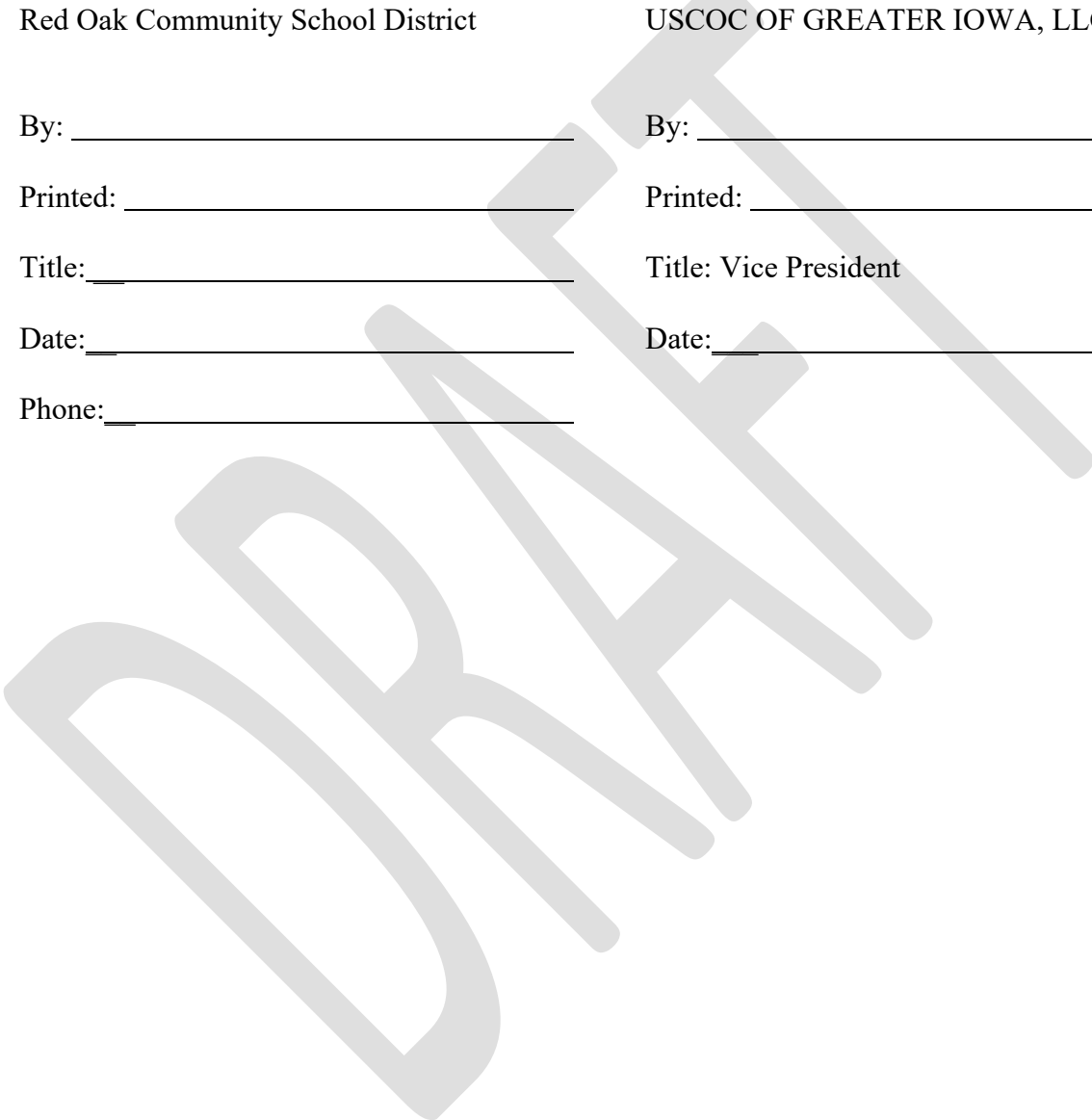
Title: _____

Title: Vice President

Date: _____

Date: _____

Phone: _____



STATE OF _____)
)
COUNTY OF _____)

I, the undersigned, a notary public in and for the State and County aforesaid, do hereby certify that _____, known to me to be the same person whose name is subscribed to the foregoing In-Building Lease and Agreement, appeared before me this day in person and acknowledged that, pursuant to his authority, he signed the said In-Building Lease and Agreement as his free and voluntary act on behalf of _____, for the uses and purposes therein stated.

Given under my hand and seal this _____ day of _____, 20__.

Notary Public

My commission expires _____

STATE OF ILLINOIS)
)
COUNTY OF COOK)

I, the undersigned, a notary public in and for the State and County aforesaid, do hereby certify that _____, Vice President for _____, known to me to be the same person whose name is subscribed to the foregoing In-Building Lease and Agreement, appeared before me this day in person and acknowledged that, pursuant to his authority, he signed the said In-Building Lease and Agreement as his free and voluntary act on behalf of the named Tenant for the uses and purposes therein stated.

Given under my hand and seal this _____ day of _____, 20__.

Notary Public

My commission expires _____.

EXHIBIT A
In-building System Equipment

Nokia Flexizone Small Cell



GPS Antenna (glass mount or outdoor)

