

Red Oak Community School District

604 S Broadway

Red Oak, Iowa 51566

712.623.6600

www.redoakschooldistrict.com

Regular Board of Directors Meeting

Meeting Location: Red Oak Jr./Sr. Virtual Learning Center OR
VIA Internet and Phone – visit website for information

GoToMeeting Link: <https://meet.goto.com/950492733>

Wednesday, February 18, 2026 – 5:30 p.m.

Agenda

Public Hearing on Proposed 2026-2026 District Calendar at Approximately 5:35 p.m.

- 1.0 Call to Order – Board of Directors President Bret Blackman
- 2.0 Roll Call – Board of Directors Secretary Heidi Harris
- 3.0 Approval of the Agenda – President Bret Blackman
- 4.0 Communications
 - 4.1 Public Comment

The board invited members of the public to offer comments about items of interest or concern relating to the district. Public comments are limited to two (2) minutes. The Board will not respond to comments at this time, but may consider public input when the topic is raised on the agenda. Due to open meeting laws, the Board cannot discuss items not already on the agenda.
 - 4.2 Good News from Red Oak Schools
- 5.0 Consent Agenda
 - 5.1 Review and Approval of Minutes from January 21, 2026 Board Meetings.
 - 5.2 Review and Approval of Monthly Business Reports
 - 5.3 Personnel Considerations
 - 5.3.1 Resignation of Steven Green as Jr-Sr High School Assistant Principal at the End of the 2025-2026 School Year
 - 5.3.2 Resignation of Karla Glass as Inman Elementary Special Education teacher at the End of the 2025-2026 School Year
 - 5.3.3 Resignation of Carolina Arcia at Paraprofessional at Inman Elementary Effective February 27, 2026
 - 5.4 Open Enrollment Requests to Iowa Virtual School
 - 5.4.1 Denial of Open Enrollment for 6th grader from Bettendorf Middle School to Iowa Virtual School Due to a Lack of Appropriate Programming or Supports
 - 5.4.2 Denial of Open Enrollment for 4th grader from Davenport to Iowa Virtual School Due to a Lack of Appropriate Programming or Supports

- 5.5 Quotes, Contracts, and Service Agreements
 - 5.5.1 Approval of Quote to Diagnose, Replace, and Program the Controller on the Heating and Cooling Unit Serving the Jr-Sr High School Commons Area (\$10,194.81)
 - 5.5.2 Approval of Purchasing Xello Work Based Learning Modules (\$51,900)
 - 5.5.3 Approval of Purchasing Character Strong Elementary and Middle School Guidance Curriculum (\$51,837.68)
 - 5.5.4 Approval of Learning Edgenuity License Renewal (\$84,906.36 through 2032)
 - 5.5.5 Approval of Purchasing Wilson Language Reading Curriculum (\$13,163.08)
- 6.0 General Business for the Board of Directors
 - 6.1 Old Business
 - 6.1.1 Discussion/Approval of Second Reading of Board Policies 403-406
 - 6.2 New Business
 - 6.2.1 Discussion/Approval of First Reading of Board Policy 501.9
 - 6.2.2 Discussion/Approval of Proposed 2026-2027 District Calendar
 - 6.2.3 Discussion/Approval of Renewing the District's Medical and Ancillary Insurance Benefits Through Mercer/Iowa Educator Group Insurance Trust (i.e., Wellmark) for the 2026-2027 School Year
 - 6.2.4 Discussion/Approval of Purchasing a New District Phone System (approximately \$9,000)
 - 6.2.5 Discussion/Approval of Purchasing New Phone Hardware (\$13,803.25)
 - 6.2.6 Discussion/Approval of Resolution Approving FY 2026-2027 District Dropout Prevention Plan
 - 6.2.7 Discussion/Approval of Issuing Request for Proposals (RFP) for Food Service Management Services in Compliance with Federal Regulations and as Approved by the Iowa Department of Education
 - 6.2.8 Discussion/Approval of Maximum of FY 2027 Certified Budget Maximum Property Tax Rate
- 7.0 Reports
 - 7.1 Administrative
 - 7.2 Future Conferences, Workshops, Seminars
 - 7.3 Other Announcements
 - 7.4 Board Member Requested Item(s) for Next Meeting Agenda
- 8.0 Next Board of Directors Meeting:
 - Wednesday, March 25, 2026 – 5:30 pm
 - Red Oak Virtual Learning Center
 - Red Oak Jr/Sr High
- 9.0 Adjournment

Special Note: Following the adjournment of the regular board of directors meeting, the board will meet in an exempt session to discuss negotiations strategy for upcoming contract discussions with the Red Oak Education Association per Iowa Code section 20.17(3).

Red Oak Community School District
Regular Meeting of the Board of Directors
Meeting Location: Virtual Classroom/ Phone/Internet
Red Oak Junior Senior High School Campus
January 21, 2026

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

Present

Directors: Bret Blackman (arrived at 5:53 p.m.), Bryce Johnson, Scott Bruce, Pastor Ricky Rohrig (remote), and Kelly Carlson-Osheim (remote).

Superintendent Ron Lorenz, Board Secretary/Business Manager, Heidi Harris, Leanne Fluckey, Curriculum Coordinator

Approval of Agenda

Motion by Director Carlson-Osheim to amend the agenda by deleting item 6.2.4 and approve the remaining agenda with the order of agenda items at the discretion of the meeting chair, second by Director Rohrig. Motion carried unanimously.

Public Hearing on Use the District's Flexibility Account to Purchase Science Curriculum

Director Johnson opened the public hearing to use the district's flexibility account to purchase science curriculum at 5:33 p.m. Superintendent Ron Lorenz requested using no more than \$26,000 from the District's flexibility accounts to purchase secondary science curriculum (\$17,950.21 from the Professional Development Flexibility Account and \$8,049.79 from the Before/After School Flexibility Account). There were no public comments. The public hearing was closed at 5:34 p.m.

Good News

Superintendent Ron Lorenz presented the Red Oak Community School District's good news.

Visitors and Presentations

Elisabeth Jones from OPAA! presented an update to the Board of their accomplishments with the Red Oak Community School District's food service program from the past three years, along with their goals for a future partnership with the District.

Consent Agenda

Motion by Director Carlson-Osheim, second by Director Rohrig to approve the consent agenda as presented including meeting minutes, business reports, personnel considerations, SBRC Request for Modified Supplemental Amount for At-Risk/Dropout Prevention (\$17,991), and Iowa Virtual open enrollments. Motion carried unanimously.

Board Policies 403 -406

Motion by Director Bruce, second by Director Carlson-Osheim to approve the first reading of Board Policies 403-406. Motion carried unanimously.

Resolution to Use District Flexibility Funds

Motion by Director Bruce, second by Director Carlson-Osheim to approve the resolution using the District's Flexibility Funds for no more than \$26,000 (\$17,950.21 Professional Development Flexibility Fund, \$8,049.79 Before/After School Flexibility Fund). Motion carried unanimously.

Resolution FY2026 District Dropout Prevention Plan

Motion by Director Bruce, second by Director Rohrig, to approve the resolution of the FY2026 Dropout Prevention Plan. Motion carried unanimously.

Continuation of January 21, 2026, minutes on Page 2

2026-2027 Budget Guarantee Resolution

Motion by Director Bruce, second by Director Rohrig to approve the 2026-2027 budget guarantee resolution. Motion carried unanimously.

Discussion of FY2026 Certified Budget Parameters and Maximum Property Tax Rates

Superintendent Ron Lorenz discussed the FY2026 property tax rates and the current state of the budget, the timeline for the legislatures setting of State Supplemental Aid and began a discussion for guidance from the Board for the FY2027 budget and maximum property tax rate.

Adjournment

Motion by Director Johnson, second by Director Bruce, to adjourn the regular meeting at 6:31 p.m. Motion carried unanimously.

Next Board of Directors Meeting

Wednesday, February 18, 2026 – 5:30 p.m.
Virtual Classroom/Phone/Internet
Red Oak Junior Senior High School Campus

Bret Blackman, President

Heidi Harris, Board Secretary

January 2026 Reconciliation Report

RED OAK COMMUNITY SCHOOLS 2024	GENERAL FUND (10)	MANAGEMENT (22)	PHYSICAL PLANT AND EQUIPMENT LEVY (36)	DEBT SERVICE (40)	SAVE TAXES/REV BONDS (33)
Beg. Balance 1-01-2026	\$5,283,391.49	\$216,691.21	\$4,058,136.98	\$1,241,843.72	\$3,940,470.73
Revenue	\$1,057,876.29	\$7,023.85	\$25,946.95	\$97,622.48	\$149,296.97
Expenditure	\$1,408,680.89	1345.62	\$8,480.71	0	\$74,877.00
Balance 1-31-2026	\$4,932,586.89	\$222,369.44	\$4,075,603.22	\$1,339,466.20	\$4,014,890.70

Balance 1-31-2025	\$5,506,962.27	\$487,932.84	\$3,422,768.22	\$1,516,147.55	\$3,675,269.14
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Checking Account .33%	Checking Account	\$6,503,194.22
	Bank Iowa	\$2,743,897.79
	ISJIT	\$5,394,717.92
	Petty Cash	\$100.00
	Outstanding Checks	\$56,993.48
		<u>\$14,584,916.45</u>

	ACTIVITY FUND	NUTRITION FUND
Beg. Balance 1-01-2026	\$58,532.81	\$934,718.46
Revenue	\$12,249.75	\$55,588.71
Expenditure	\$17,275.05	\$47,104.15
Balance 1-31-2026	<u>\$53,507.51</u>	<u>\$943,203.02</u>

Balance 1-31-2025	\$66,698.66	\$807,557.80
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Checking Account .33%	\$53,507.51	\$943,203.02
Petty Cash Boxes	\$200.00	\$ -
Outstanding cks	\$3,846.53	\$269.14
	<u>\$49,860.98</u>	<u>\$942,933.88</u>

Capital Projects Fund

	2022-2023		2023-2024		2024-2025		2025-2026
Beg Balance (July 1)	\$2,264,484	Beg Balance (July 1)	\$2,815,738	Beg Balance (July 1)	\$ 3,299,759	Beg Balance (July 1)	\$ 3,770,421
Add: Revenue		Add: Revenue		Add: Revenue		Add: Revenue	
1¢ Sales Tax	\$1,447,127	1¢ Sales Tax	\$1,341,320	1¢ Sales Tax	\$ 1,290,656.06	1¢ Sales Tax	\$ 840,023.64
Interest	\$14,279	Interest	\$31,323	Interest	\$ 178,285.79	Interest	\$ 48,074.78
Subtotal	\$3,725,890	Subtotal	\$4,188,381	Subtotal	\$4,768,700	Subtotal	\$4,658,519
LESS: Expenditures		LESS: Expenditures		LESS: Expenditures		LESS: Expenditures	
Revenue Bond Payment	\$73,612	Revenue Bond Payment	\$73,803	Revenue Bond Payment	\$ 73,955.67	Revenue Bond Payment	\$ 73,652.00
FY22 Expense Paid in FY23	\$3,500	AOI Bldg Master	\$173	Revenue Bond Payment	\$ 73,955.67	Alley Poyner-Bldg Master	\$ 36,170.00
Revenue Bond Payment	\$73,612	Revenue Bond Payment	\$73,803	Revenue Bond Payment	\$ 73,955.67	Revenue Bond Payment	\$ 73,652.00
Revenue Bond Payment	\$73,612	Revenue Bond Payment	\$73,803	Revenue Bond Payment	\$ 73,955.67	Alley Poyner-Bldg Master	\$ 31,911.50
Revenue Bond Payment	\$73,612	Alley Poyner-Bldg Master	\$2,983	Revenue Bond Payment	\$ 73,955.67	Revenue Bond Payment	\$ 73,652.00
Revenue Bond Payment	\$73,612	Revenue Bond Payment	\$73,803	Revenue Bond Payment	\$ 73,955.67	Geotechnical Exploration	\$ 3,700.00
Alley Poyner-Bldg Master	\$9,717	Revenue Bond Payment	\$73,803	Revenue Bond Payment	\$ 73,955.67	IES Remodel	\$ 25,733.20
Alley Poyner-Bldg Master	\$6,000	Revenue Bond Payment	\$73,803	Revenue Bond Payment	\$ 73,955.67	Revenue Bond Payment	\$ 73,652.00
Revenue Bond Payment	\$73,612	Revenue Bond Payment	\$73,803	Alley Poyner-Bldg Master	\$ 14,715.00	Alley Poyner-Bldg Master	\$ 29,325.00
Alley Poyner-Bldg Master	\$7,596	Revenue Bond Payment	\$73,803	Alley Poyner-Bldg Master	\$ 36,530.00	Revenue Bond Payment	\$ 73,652.00
Revenue Bond Payment	\$73,612	Revenue Bond Payment	\$73,803	Revenue Bond Payment	\$ 73,955.66	Revenue Bond Payment	\$ 73,652.00
Revenue Bond Payment	\$73,612	Revenue Bond Payment	\$73,803	Alley Poyner-Bldg Master	\$ 7,657.70	Alley Poyner-Bldg Master	\$ 1,225.00
Revenue Bond Payment	\$73,612	Revenue Bond Payment	\$73,803	Revenue Bond Payment	\$ 73,955.66	Revenue Bond Payment	\$ 73,652.00
Revenue Bond Payment	\$73,612	Revenue Bond Payment	\$73,803	Revenue Bond Payment	\$ 73,955.66		
Revenue Bond Payment	\$73,612	Revenue Bond Payment	\$73,803	Revenue Bond Payment	\$ 73,955.66		
Revenue Bond Payment	\$73,612	Revenue Bond Payment	\$73,803	Alley Poyner-Bldg Master	\$ 8,200.50		
Subtotal	\$910,152	Subtotal	\$888,796	Subtotal	\$954,571	Subtotal	\$643,629
Fund Balance	<u>\$2,815,738</u>	Fund Balance	<u>\$3,299,585</u>	Fund Balance	<u>\$3,814,129</u>	Fund Balance	<u>\$4,014,891</u>

PHYSICAL PLANT AND EQUIPMENT LEVY

	2022-2023		2023 - 2024		2024-2025		2025-2026
Beginning Balance (July 1)	\$ 3,193,485.61	Beginning Balance (July 1)	\$ 3,209,437.61	Beginning Balance (July 1)	\$ 3,169,679.95	Beginning Balance (July 1)	\$ 3,765,121.71
Add: Revenue		Add: Revenue		Add: Revenue		Add: Revenue	
Property Taxes	\$ 174,097.05	Property Taxes	\$ 599,750.69	Property Taxes	\$ 668,751.44	Property Taxes	\$ 86,736.52
Voted PPEL	\$ 420,024.91	Voted PPEL	\$ -	Voted PPEL	\$ 19,812.75	Voted PPEL	\$ 319,909.02
Voted PPEL Surtax	\$ 45,787.95	Voted PPEL Surtax	\$ 74,345.39	Voted PPEL Surtax	\$ 60,487.46	Voted PPEL Surtax	\$ 48,616.76
Utility Replacement Tax	\$ 3,776.43	Utility Replacement Tax	\$ 16,764.93	Utility Replacement Tax	\$ 16,355.18	Utility Replacement Tax	\$ 1,784.89
Utility Replacement Tax (SAVE)	\$ 13,371.56	Utility Replacement Tax (SAVE)	\$ -	Utility Replacement Tax (SAVE)	\$ -	Utility Replacement Tax (SAVE)	\$ 6,390.12
Mobile Home Tax	\$ 88.96	Mobile Home Tax	\$ 145.75	Mobile Home Tax	\$ 125.51	Mobile Home Tax	\$ 128.32
Voted PPEL Mobile Home	\$ 88.06	Voted PPEL Mobile Home	\$ -	Voted PPEL Mobile Home	\$ 14.45	Voted PPEL Mobile Home	\$ 14.13
Military Credit	\$ 27.29	Military Credit	\$ 113.50	Military Credit	\$ -	Military Credit	\$ -
Military Credit (SAVE)	\$ 98.69	Military Credit (SAVE)	\$ -	Military Credit (SAVE)	\$ -	Military Credit (SAVE)	\$ -
Commercial Industrial tax	\$ -	Commercial Industrial tax	\$ -	Commercial Industrial tax	\$ -	Commercial Industrial tax	\$ -
Commercial Ind. Voted PPEL	\$ -	Commercial Ind. Voted PPEL	\$ -	Commercial Ind. Voted PPEL	\$ 8,314.30	Commercial Ind. Voted PPEL	\$ -
Interest	\$ 17,061.65	Interest	\$ 97,000.21	Interest	\$ 200,012.90	Interest	\$ 107,547.31
		School Bus Refunds	\$ 143,764.80				
				Sale of Real Property/Computers	7994.5	Sale of Real Property/Computers	\$ 2,726.00
Subtotal	\$ 674,422.55	Subtotal	\$ 931,885.27	Subtotal	\$ 981,868.49	Subtotal	\$ 573,853.07
TOTAL AVAILABLE	\$ 3,867,908.16	TOTAL AVAILABLE	\$ 4,141,322.88	TOTAL AVAILABLE	\$ 4,151,548.44	TOTAL AVAILABLE	\$ 4,338,974.78
LESS: Expenditures		LESS: Expenditures		LESS: Expenditures		LESS: Expenditures	
Chrome Book Lease (Double Payment)	\$ 169,794.56	Chrome Book Lease (Double Payment)	\$ 84,897.28	Chrome Book Lease	\$ 80,485.64	Software Renewals	\$ 81,543.69
Frontline Slicense Renewals	\$ 41,560.28	Frontline/SUI Software	\$ 36,310.83	Frontline/SUI Software Renewal	\$ 52,471.62	Chromebooks Lease	\$ 80,485.64
FY22 Expenses Paid in FY23	\$ 18,715.00	Boiler Construction Documents	\$ 2,958.20	Portable Rental/Apex Rent	\$ 3,118.76	Gym Floor - Capital Sanitary	\$ 7,955.00
Boiler Construction Documents	\$ 7,000.00	FY23 Expenses Paid in FY24	\$ 1,922.04	Portable Rental/Apex Rent	\$ 5,916.40	Wells Fargo - Bus Lease	\$ 77,184.00
Portable Rental	\$ 34,356.02	HS Gym Floor	\$ 4,655.00	Cap San Gym Floor Wax	\$ 4,465.00	Heartland Rent	\$ 501.24
Bus Lease	\$ 61,602.40	Portable Rental	\$ 2,958.20	Gundwalde/Boiler Repair	\$ 56,400.52	Software Renewals	\$ 2,300.00
Garage Doors-Bus Barn	\$ 11,608.00	Bus Lease	\$ 137,764.80	Gundwalde/Boiler Repair	\$ 63,106.43	Heartland Rent	\$ 2,150.28
Chrome Book Lease (Double Pymt Ref)	\$ (84,897.28)	New Bus Lease Advance	\$ 77,184.00	Portable Rental/Apex Rent	\$ 2,958.20	Heartland Rent	\$ 2,771.00
Portable Rental	\$ 3,015.34	Correction from FY23	\$ (18,318.56)	Boiler/Construction Docs	\$ 11,794.25	Elevator Repair	\$ 1,658.50
Press Box Chairs	\$ 419.93	Frontline Software	\$ 12,590.23	Portable Rental/Apex Rent	\$ 2,958.20	Johnson Controls	\$ 3,864.01
Track Resurfacing	\$ 82,000.00	Portable Rental	\$ 2,958.20	Software Subscription - ISFIS	\$ 2,000.00	Williams Scotsman	\$ 2,958.20
Portable Rental	\$ 2,978.20	Maintenance Van	\$ 7,900.00	Building Repair/Svcs	\$ 8,270.00		
Boiler Construction Documents	\$ 3,500.00	Gas Piping - IES	\$ 1,259.17	Portable Rental/Apex Rent	\$ 2,958.20		
Portable Rental	\$ 2,968.20	IES Re-Roofing Project	\$ 195,505.00	Grundwalde/Boiler	\$ 30,683.90		
Rent Council Bluffs Sp Ed	\$ 2,484.44	Rent Council Bluffs Sped	\$ 5,520.92	Jr/Sr HS Audio Equipment	\$ 10,623.90		
Portable Rental	\$ 2,968.20	Architectural Svcs	\$ 100.00	Portable Rental/Apex Rent	\$ 3,965.45		
Lunch Van	\$ 57,186.00	ISFIS Software	\$ 2,000.00	Audio System - Secondary Gym	\$ 5,633.10		
Gym Floor Resurfacing	\$ 5,678.50	Portable Rental	\$ 4,370.36	Timeclock Repair	\$ 735.00		
Portable Rental	\$ 2,968.20	Portable Rental/Apex Rent	\$ 7,134.80	Portable Rental/Apex Rent	\$ 2,958.20		
Rent Council Bluffs Sp Ed	\$ 2,272.87	SW Iowa Parking Lot	\$ 8,700.00	Carter Surveying - Land Survey	\$ 4,520.00		
Portable Rental	\$ 2,968.20	Inman Roof	\$ 23,073.00	Portable Rental/Apex Rent	\$ 4,498.20		
HS Boiler	\$ 178,070.00	Portable Rental	\$ 2,958.20	Grainger/Door Stops	\$ 1,676.96		
Software Subscription	\$ 3,100.00	Inman Roof Construction	\$ 12,150.00	GoTo Meeting Renewal	\$ 192.00		
Rent Council Bluffs Sp Ed	\$ 1,947.40	Micro Bus	\$ 105,800.00	Portable Rental/Apex Rent	\$ 2,958.20		
Portable Rental	\$ 2,968.20	Portable Rental/Apex Rent	\$ 5,347.90	Tech Disposal	\$ 375.00		
K-12 Docs	\$ 1,435.00	Portable Rental/Apex Rent	\$ 3,130.10	Portable Rental/Apex Rent	\$ 8,800.90		
Gym Floor Resurfacing	\$ 3,920.00	Portable Rental/Apex Rent	\$ 3,135.00	Portable Rental/Apex Rent	\$ 6,169.94		
Rent Council Bluffs Sp Ed	\$ 2,003.36	Portable Rental/Apex Rent	\$ 4,161.08				
Portable Rental	\$ 2,958.20	Portable Rental/Apex Rent	\$ 3,125.78				
Architect Svcs	\$ 6,000.00	Gundwalde/ETI Engineering	\$ 151,983.90				
Rent Council Bluffs Sp Ed	\$ 7,112.92	Inteconnex IES Door Replacement	\$ 1,223.50				
Architect Svcs	\$ 9,042.55	CAR Adjustments	\$ 77,184.00				
Portable Rental	\$ 2,958.20						
Rent Council Bluffs Sp Ed							
Subtotal	\$ 652,662.89	Subtotal	\$ -	Subtotal	\$ -	Subtotal	\$ 263,371.56
Cash Balance	\$ 3,215,245.27	Cash Balance	\$ 3,867,908.16	Cash Balance	\$ 4,141,322.88	Cash Balance	\$ 4,075,603.22

Vendor Name	Invoice Number	Amount
Account Number	Detail Description	Amount
Checking Account ID 1	Fund Number 10	OPERATING FUND
AGTAC SERVICES, LLC	3638	2,600.65
10 9010 2620 000 0000 618	Cleaning Supplies	2,600.65
AGTAC SERVICES, LLC	3670	34,199.00
10 9010 2630 000 0000 340	February Janitorial	34,199.00
Vendor Name AGTAC SERVICES, LLC		<u>36,799.65</u>
AHLERS & COONEY	906890	1,096.50
10 9010 2310 000 0000 342	Professional Serviecs	1,096.50
Vendor Name AHLERS & COONEY		<u>1,096.50</u>
ALLENSWORTH HEATING & COOLING	182054	88.50
10 0109 2620 000 0000 432	HS Furnace Check	88.50
ALLENSWORTH HEATING & COOLING	182058	200.00
10 0109 2620 000 0000 432	HS Repair	200.00
Vendor Name ALLENSWORTH HEATING & COOLING		<u>288.50</u>
ALPHA SCHOOL	13621	4,484.00
10 9010 1200 217 3303 580	Sped Services January	4,484.00
Vendor Name ALPHA SCHOOL		<u>4,484.00</u>
AMAZON CAPITAL SERVICES, INC.	13FN-TLCP-4RN6	9.66
10 9010 2310 000 0000 611	Supplies	9.66
AMAZON CAPITAL SERVICES, INC.	17NP-MW6V-R9J3	18.99
10 0109 2620 350 0000 430	1/4 inch replacement part for DW 618 rou	18.99
AMAZON CAPITAL SERVICES, INC.	1NWW-3WTX-MJHQ	926.84
10 0418 1200 432 4508 612	Restorative Practices Playbook	926.84
AMAZON CAPITAL SERVICES, INC.	1VMQ-C331-3196	258.50
10 0445 1000 420 3233 618	PK Supplies	70.60
10 0445 1000 420 3233 612	PK supplies	187.90
AMAZON CAPITAL SERVICES, INC.	20260130	254.99
10 9010 2235 000 0000 618	Anker Prime Docking Station DL7400	254.99
Vendor Name AMAZON CAPITAL SERVICES, INC.		<u>1,468.98</u>
APPLE COMPUTER, INC.	MC46236335	2,299.00
10 9010 2235 000 0000 618	Apple MacBook Pro 16"	2,299.00
Vendor Name APPLE COMPUTER, INC.		<u>2,299.00</u>
CAM COMMUNITY SCHOOL DISTRICT	OE-SEM1-2526	4,541.26
10 9010 1000 100 0000 567	OE	3,994.00
10 9010 1000 130 3116 567	T:C	385.30
10 9010 1000 100 3376 567	PD	77.52
10 9010 1000 100 3216 567	EIC	84.44
Vendor Name CAM COMMUNITY SCHOOL DISTRICT		<u>4,541.26</u>
CASEY'S BUSINESS MASTERCARD	Fuel-JAN2026	89.01
10 9010 2700 000 0000 626	Activities Fuel Jan 2026	89.01
Vendor Name CASEY'S BUSINESS MASTERCARD		<u>89.01</u>

Vendor Name	Invoice Number	Amount
Account Number	Detail Description	Amount
CHEMSEARCH	9490877	531.16
10 0418 2640 000 0000 433	IES Boiler	531.16
CHEMSEARCH	9495566	531.93
10 0109 2640 000 0000 433	HS Boiler	531.93
Vendor Name CHEMSEARCH		<u>1,063.09</u>
CITY OF RED OAK	WaterJanuary 2026	1,396.36
10 9010 2620 000 0000 411	Admin/Bus Barn Water	61.85
10 9010 2620 000 0000 411	FBF #1	20.45
10 9010 2620 000 0000 411	FBF #2	20.45
10 0109 2620 000 0000 411	Sports Complex	29.47
10 0109 2620 000 0000 411	HS TECH Water	108.21
10 0109 2620 000 0000 411	HS Water	193.83
10 0109 2620 000 0000 411	Activity Center Water	155.24
10 0418 2620 000 0000 411	IES Water	519.77
10 0445 2620 000 0000 411	ROECC Water	287.09
Vendor Name CITY OF RED OAK		<u>1,396.36</u>
COCA-COLA BTLG OF OMAHA	20260210	286.90
10 0418 3200 000 8901 618	Coca Cola order	286.90
Vendor Name COCA-COLA BTLG OF OMAHA		<u>286.90</u>
COUNCIL BLUFFS COMM SCHOOLS	20260202	26,737.23
10 9010 1200 217 4521 564	Sped LvL	26,737.23
COUNCIL BLUFFS COMM SCHOOLS	20260223	4,267.63
10 9010 1000 130 3116 567	TLC	192.65
10 9010 1000 100 0000 567	OE	3,994.00
10 9010 1000 100 3216 567	EIC	42.22
10 9010 1000 100 3376 567	PD	38.76
COUNCIL BLUFFS COMM SCHOOLS	20260249	25,863.21
10 9010 1200 217 3303 567	Sped lvl 3	25,863.21
Vendor Name COUNCIL BLUFFS COMM SCHOOLS		<u>56,868.07</u>
CREXENDO BUSINESS SOLUTIONS, INC	317124	1,477.07
10 9010 2510 000 0000 532	Internet Phone	1,477.07
Vendor Name CREXENDO BUSINESS SOLUTIONS, INC		<u>1,477.07</u>
CUMMINS SALES AND SERVICE	J3-260289988	655.36
10 0109 2620 000 0000 618	HS Inspection	655.36
CUMMINS SALES AND SERVICE	J3-260290006	490.34
10 0418 2620 000 0000 618	IES Inspection	490.34
Vendor Name CUMMINS SALES AND SERVICE		<u>1,145.70</u>
DEPARTMENT OF INSPECTIONS, APPEALS, & LICENSING	211587	300.00
10 9010 2310 000 0000 810	Food Service Establishment License	300.00
Vendor Name DEPARTMENT OF INSPECTIONS, APPEALS, & LICENSING		<u>300.00</u>
DICK BLICK ART MATERIALS	35312536	875.80
10 0109 1000 100 0000 612	Art Supplies	875.80
Vendor Name DICK BLICK ART MATERIALS		<u>875.80</u>

Vendor Name	Invoice Number	Amount
Account Number	Detail Description	Amount
DICKEL DUIT OUTDOOR POWER, INC.	79223	589.58
10 9010 2620 000 0000 618	blower replacement - insurance cashout	589.58
Vendor Name	DICKEL DUIT OUTDOOR POWER, INC.	<u>589.58</u>
EAST MILLS COMMUNITY SCHOOLS	Concurrent-SEM1-2526	143.78
10 9010 1000 100 0000 567	Concurrent Sem 1 25-26	143.78
EAST MILLS COMMUNITY SCHOOLS	OE-SEM1-2526	35,509.19
10 9010 1000 100 0000 567	OE	31,952.00
10 9010 1000 130 3116 567	TLC	2,504.45
10 9010 1000 100 3376 567	PD	503.88
10 9010 1000 100 3216 567	EIC	548.86
EAST MILLS COMMUNITY SCHOOLS	RisingHope-SEM1-2526	56,750.72
10 0418 1200 217 3303 561	Rising Hope	56,750.72
EAST MILLS COMMUNITY SCHOOLS	Sped-Sem1-2526	38,942.11
10 9010 1200 214 3302 567	Sped LvL 2	14,523.85
10 9010 1200 211 3301 567	Sped LvL 1	24,418.26
Vendor Name	EAST MILLS COMMUNITY SCHOOLS	<u>131,345.80</u>
ESSEX COMMUNITY SCHOOL DIST.	OE-SEM1-2526	26,153.04
10 9010 1000 100 0000 567	OE	23,964.00
10 9010 1000 130 3116 567	TLC	1,541.20
10 9010 1000 100 3216 567	EIC	337.76
10 9010 1000 100 3376 567	PD	310.08
ESSEX COMMUNITY SCHOOL DIST.	Sped-SEM1-2526	11,790.36
10 9010 1200 211 3301 567	Sped lvl 1	11,790.36
Vendor Name	ESSEX COMMUNITY SCHOOL DIST.	<u>37,943.40</u>
FAREWAY FOOD STORES	20260127	31.78
10 0109 1300 340 0000 612	facs-groceries	31.78
FAREWAY FOOD STORES	20260202	60.00
10 0109 1000 100 0000 612	Lab Supplies	60.00
FAREWAY FOOD STORES	20260210	66.95
10 0109 1300 340 0000 612	facs-groceries	66.95
Vendor Name	FAREWAY FOOD STORES	<u>158.73</u>
FILTER SHOP, THE	270672	60.00
10 0109 2620 000 0000 618	air filters	60.00
FILTER SHOP, THE	270673	796.40
10 9010 2620 000 0000 618	air filters	796.40
Vendor Name	FILTER SHOP, THE	<u>856.40</u>
FIRST BANKCARD - HH	20260216	1,596.00
10 0109 2620 000 0000 618	kitchen water filters	1,596.00
FIRST BANKCARD - HH	20260216-0002	329.00
10 9010 1000 300 4531 612	DeWalt 20v Finish Nailer	329.00
FIRST BANKCARD - HH	20260216-0003	719.10
10 0418 1200 432 4508 612	Restorative Practices Playbook - 18 copi	719.10
FIRST BANKCARD - HH	20260216-	842.76

Vendor Name	Invoice Number	Amount
Account Number	Detail Description	Amount
	0004	
10 9010 2620 000 0000 618	light bulbs	549.92
10 9010 2620 000 0000 618	ballasts	237.70
10 9010 2620 000 0000 618	SH	55.14
FIRST BANKCARD - HH	20260216-0005	229.51
10 0418 2620 000 0000 618	kitchen water filters	229.51
FIRST BANKCARD - HH	20260216-0006	319.90
10 9010 2235 000 0000 358	5 Year renewal redoakschooldistrict.com	319.90
FIRST BANKCARD - HH	20260216-0007	89.35
10 9010 2700 000 0000 652	Bouncie Subscription (7)	62.55
10 9010 2700 217 3303 652	Bouncie Subscription (3)	26.80
FIRST BANKCARD - HH	20260216-0008	86.06
10 9010 2310 000 0000 611	Supplies	86.06
Vendor Name FIRST BANKCARD - HH		<u>4,211.68</u>
FIRST BANKCARD - OFFICE CARD 1	20260216	91.36
10 9010 2310 000 0000 320	New SBO Budget Training	91.36
Vendor Name FIRST BANKCARD - OFFICE CARD 1		<u>91.36</u>
FIRST BANKCARD - OFFICE CARD 2	20260216	290.00
10 9010 2310 000 0000 810	Spring 2026 IASBO Conference	290.00
FIRST BANKCARD - OFFICE CARD 2	20260216-0001	290.00
10 9010 2310 000 0000 320	IASBO Spring Conference training	290.00
Vendor Name FIRST BANKCARD - OFFICE CARD 2		<u>580.00</u>
FIRST BANKCARD - OFFICE CARD 3	20260216	18.03
10 9010 2310 000 0000 340	IRS Cert Mail	18.03
Vendor Name FIRST BANKCARD - OFFICE CARD 3		<u>18.03</u>
GATEWAY EDUCATION HOLDINGS DBA SAVVAS LEARNING CO LLC	20260216	9,237.00
10 9010 1000 100 3176 612	Miller Levine Biology materials	9,237.00
Vendor Name GATEWAY EDUCATION HOLDINGS DBA SAVVAS LEARNING CO LLC		<u>9,237.00</u>
GLENWOOD COMMUNITY SCHOOLS	ApexJAN2026	1,877.65
10 9010 1200 217 3303 580	Apex LvL 3	1,877.65
Vendor Name GLENWOOD COMMUNITY SCHOOLS		<u>1,877.65</u>
GRAINGER	9777905929	56.32
10 0109 2620 000 0000 618	e-stop cover	56.32
Vendor Name GRAINGER		<u>56.32</u>
GREEN HILLS AEA	6194	30,792.00
10 9010 6100 000 3214 961	Property Tax	10,589.30
10 9010 6100 000 3214 961	State Aid	20,202.70
Vendor Name GREEN HILLS AEA		<u>30,792.00</u>
GREEN TREE COMPANY, THE	11618	2,250.00

Vendor Name	Invoice Number	Amount
Account Number	Detail Description	Amount
10 9010 2630 000 0000 424	Snow Removal	2,250.00
Vendor Name GREEN TREE COMPANY, THE		<u>2,250.00</u>
GRISWOLD COMMUNITY SCHOOLS	Sped-SEMI-2526	23,366.07
10 9010 1200 214 3302 567	Sped Level 2	5,517.72
10 9010 1200 211 3301 567	Sped Level 1	17,848.35
Vendor Name GRISWOLD COMMUNITY SCHOOLS		<u>23,366.07</u>
HALEY'S ELECTRIC	11382	2,830.00
10 0418 2620 000 0000 432	Inmean Exhaust Motor	2,830.00
HALEY'S ELECTRIC	11383	3,552.13
10 0418 2620 000 0000 432	IES VFD Replacement	3,552.13
HALEY'S ELECTRIC	11401	1,467.17
10 0418 2620 000 0000 432	HVAC Blower	1,467.17
HALEY'S ELECTRIC	11402	1,180.00
10 0418 2620 000 0000 432	IES Dishwasher Repair	1,180.00
Vendor Name HALEY'S ELECTRIC		<u>9,029.30</u>
HEARTLAND AEA #1	138320	120.00
10 0109 1000 100 0000 618	Envelope printing	120.00
Vendor Name HEARTLAND AEA #1		<u>120.00</u>
HY VEE FOOD STORES	20260127	115.98
10 0109 1300 340 0000 612	facs-groceries	115.98
HY VEE FOOD STORES	20260130	20.50
10 0109 1300 340 0000 612	facs-groceries	20.50
HY VEE FOOD STORES	20260130-0001	146.18
10 0109 1300 340 0000 612	facs-groceries	146.18
HY VEE FOOD STORES	20260210	39.29
10 0109 1300 340 0000 612	Facs-groceries	39.29
Vendor Name HY VEE FOOD STORES		<u>321.95</u>
IOWA ASSOCIATION OF SCHOOL BOARDS	DOHEVT000583	45.00
10 9010 2310 000 0000 320	Day On The Hill Convention	45.00
Vendor Name IOWA ASSOCIATION OF SCHOOL BOARDS		<u>45.00</u>
ISFIS, INC.	24548	300.00
10 9010 2310 000 0000 320	Budget Workshop	300.00
Vendor Name ISFIS, INC.		<u>300.00</u>
LAKESHORE LEARNING CO.	93354089	113.30
10 0445 1000 420 3233 612	Preschool supplies	113.30
LAKESHORE LEARNING CO.	93384049	113.94
10 0418 1000 100 8001 612	PTO Supplies	113.94
Vendor Name LAKESHORE LEARNING CO.		<u>227.24</u>
LEADING EDGE LAMINATING	67006	420.60
10 0445 1000 420 3233 612	lamination	420.60
Vendor Name LEADING EDGE LAMINATING		<u>420.60</u>
LEWIS CENTRAL COMMUNITY SCHOOL	OE1-2025	4,267.63
10 9010 1000 100 3376 567	PD	38.76

Vendor Name	Invoice Number	Amount
Account Number	Detail Description	Amount
10 9010 1000 100 3216 567	EIC	42.22
10 9010 1000 130 3116 567	TLC	192.65
10 9010 1000 100 0000 567	OE	3,994.00
Vendor Name LEWIS CENTRAL COMMUNITY SCHOOL		<u>4,267.63</u>
LORENZ, RONALD	MileageFeb2026	275.80
10 9010 2321 000 0000 580	Mileage Feb 2026	275.80
Vendor Name LORENZ, RONALD		<u>275.80</u>
MCGRAW-HILL	20260130	13,854.24
10 9010 1000 100 3176 612	Inspire Physical Science materials	5,804.45
10 9010 1000 100 3181 612	Inspire Physical Science materials	8,049.79
Vendor Name MCGRAW-HILL		<u>13,854.24</u>
MEDIACOM	0648JAN	180.39
10 9010 2236 000 0000 536	Internet	180.39
MEDIACOM	1339FEB2026	91.28
10 9010 2236 000 0000 536	Internet	91.28
MEDIACOM	1909JAN-2526	346.90
10 9010 2236 000 0000 536	Internet	346.90
MEDIACOM	2692JAN	1,550.00
10 9010 2236 000 0000 536	Internet	1,550.00
Vendor Name MEDIACOM		<u>2,168.57</u>
MIDAMERICAN ENERGY	575885675	481.92
10 0109 2620 000 0000 622	Fieldhouse Electric	481.92
MIDAMERICAN ENERGY	575888222	153.18
10 9010 2620 000 0000 621	Admin Electric	153.18
MIDAMERICAN ENERGY	575892139	2,373.78
10 0445 2620 000 0000 622	ROECC Electric	2,373.78
MIDAMERICAN ENERGY	575892405	265.36
10 9010 2620 000 0000 621	FBF Electric	265.36
MIDAMERICAN ENERGY	575892812	3,541.43
10 0418 2620 000 0000 622	IES Electric	3,541.43
MIDAMERICAN ENERGY	575893078	8,114.16
10 0109 2620 000 0000 622	HS Tech Electric	8,114.16
MIDAMERICAN ENERGY	575902507	238.22
10 9010 2620 000 0000 621	Bus Barn Electric	238.22
MIDAMERICAN ENERGY	575909060	191.65
10 9010 2620 000 0000 621	Sports Complex Electric	191.65
Vendor Name MIDAMERICAN ENERGY		<u>15,359.70</u>
MIDWEST 3D SOLUTIONS	20260127	5,214.98
10 9010 1000 300 4531 612	Next Wave Shark CNC and 4th Axis	5,214.98
Vendor Name MIDWEST 3D SOLUTIONS		<u>5,214.98</u>
MONTGOMERY CO. MEMORIAL HOSP.	15792	8,008.00
10 9010 2134 000 1134 597	Nurse Pay	8,008.00
Vendor Name MONTGOMERY CO. MEMORIAL HOSP.		<u>8,008.00</u>
NEW COOPERATIVE INC	20260216	93.42

Vendor Name	Invoice Number	Amount
Account Number	Detail Description	Amount
10 0109 1300 370 0000 612	2x4's	26.45
10 0109 1300 370 0000 612	Titebond 2 wood glue	25.99
10 0109 1300 370 0000 612	3 inch Screws	32.99
10 0109 1300 370 0000 612	3 to 2 reducer	7.99
NEW COOPERATIVE INC	20260216-0001	3,715.14
10 9010 2700 217 3303 626	Sped Gas	1,083.42
10 9010 2700 000 0000 618	DEF	134.20
10 9010 2700 000 0000 626	Gas	1,138.22
10 9010 2700 000 0000 626	Maintenance Gas	157.69
10 9010 2700 000 0000 627	Diesel	994.59
10 9010 2620 000 0000 618	District Supplies	54.03
10 9010 2700 000 0000 624	Oil	152.99
NEW COOPERATIVE INC	7758095	49.98
10 0109 1300 370 0000 612	4x4 untreated fir	49.98
NEW COOPERATIVE INC	7792961	27.17
10 0109 1300 370 0000 612	1x2x8	27.17
Vendor Name	NEW COOPERATIVE INC	<u>3,885.71</u>
ONESOURCE THE BACKGROUND CHECK COMPANY	20260202	32.50
10 9010 2310 000 0000 340	OneSource Bill	32.50
Vendor Name	ONESOURCE THE BACKGROUND CHECK COMPANY	<u>32.50</u>
PAPER CORPORATION	288274-00	2,530.44
10 0418 1000 100 0000 612	White paper for Inman (Winter paper orde	650.00
10 0418 1000 100 0000 612	Colored paper for Inman (Winter paper or	1,230.44
10 0109 1000 100 0000 612	White paper for High School (Winter pape	650.00
Vendor Name	PAPER CORPORATION	<u>2,530.44</u>
PRECISION DIESEL INC.	26825	559.54
10 9010 2700 000 0000 434	Bus #11-BRAKE CHAMBER, SLACK ADJUSTERS	559.54
Vendor Name	PRECISION DIESEL INC.	<u>559.54</u>
QUILL LLC	47690041	71.96
10 0445 1000 420 3233 612	Preschool supplies	71.96
Vendor Name	QUILL LLC	<u>71.96</u>
REALITYWORKS, INC.	20260121	860.97
10 9010 1000 300 4531 612	Chicken Kit	860.97
Vendor Name	REALITYWORKS, INC.	<u>860.97</u>
RED OAK CHAMBER & INDUSTRY ASSOC	3134	1,450.00
10 9010 2310 000 0000 810	Membership Dues	1,450.00
Vendor Name	RED OAK CHAMBER & INDUSTRY ASSOC	<u>1,450.00</u>
RED OAK CHRYSLER, INC.	20260210	885.42
10 9010 2700 000 0000 434	#16 - Brake issues- Vacuum Pump and 3 be	885.42
Vendor Name	RED OAK CHRYSLER, INC.	<u>885.42</u>

Vendor Name	Invoice Number	Amount
Account Number	Detail Description	Amount
RED OAK PUBLISHING LLC	Multi	247.85
10 9010 2572 000 0000 540	179455 Claims	137.80
10 9010 2572 000 0000 540	179456 Public Hearing Notice	20.43
10 9010 2572 000 0000 540	179457 Board MTG	89.62
RED OAK PUBLISHING LLC	SubSup2526	58.00
10 9010 2572 000 0000 540	Superintendeant Subscritpion	58.00
Vendor Name RED OAK PUBLISHING LLC		<u>305.85</u>
RIVERSIDE COMMUNITY SCHOOLS	Concurrent- SEM1-2526	151.77
10 9010 1000 100 0000 567	Concurrent Enrollment	151.77
RIVERSIDE COMMUNITY SCHOOLS	OE-SEM1-2526	4,267.63
10 9010 1000 100 0000 567	OE	3,994.00
10 9010 1000 130 3116 567	TLC	192.65
10 9010 1000 100 3376 567	PD	38.76
10 9010 1000 100 3216 567	EIC	42.22
Vendor Name RIVERSIDE COMMUNITY SCHOOLS		<u>4,419.40</u>
RIVERSIDE TECHNOLOGIES, INC	RC0005312	920.00
10 9010 2235 000 0000 359	Managed Services	920.00
RIVERSIDE TECHNOLOGIES, INC	RC0005366	12.00
10 9010 2235 000 0000 359	DUO MFA	12.00
Vendor Name RIVERSIDE TECHNOLOGIES, INC		<u>932.00</u>
SHENANDOAH COMMUNITY SCHOOLS	Concurrent- SEM1-2526	155.77
10 9010 1000 100 0000 567	Concurrent Sem 1	155.77
SHENANDOAH COMMUNITY SCHOOLS	OE-SEM1-2526	87,001.58
10 9010 1000 100 0000 567	OE	81,167.22
10 9010 1000 130 3116 567	TLC	4,107.66
10 9010 1000 100 3216 567	EIC	900.33
10 9010 1000 100 3376 567	PD	826.37
SHENANDOAH COMMUNITY SCHOOLS	Sped-SEM1- 2526	5,609.00
10 9010 1200 211 3301 567	Sped lvl 1	5,609.00
Vendor Name SHENANDOAH COMMUNITY SCHOOLS		<u>92,766.35</u>
SKILLSUSA IOWA	Membership25 26	81.00
10 0109 1300 370 0000 810	Skills USA Memberships	81.00
SKILLSUSA IOWA	S144984	100.00
10 0109 1300 370 0000 810	Skills USA Conference Fee	100.00
Vendor Name SKILLSUSA IOWA		<u>181.00</u>
SOUTHSIDE SALES & SERVICE	20260127	90.00
10 9010 2640 000 0000 618	trailer welding	90.00
Vendor Name SOUTHSIDE SALES & SERVICE		<u>90.00</u>
SOUTHWESTERN COMMUNITY COLLEGE	College- SEM1-2526	155,447.60
10 0109 1000 100 0000 565	College Classes	155,447.60
Vendor Name SOUTHWESTERN COMMUNITY COLLEGE		<u>155,447.60</u>
STANEK FIRE PROTECTION	51929	279.00
10 0418 2640 000 0000 433	Inspection	279.00

Vendor Name	Invoice Number	Amount
Account Number	Detail Description	Amount
Vendor Name STANEK FIRE PROTECTION		279.00
STANTON COMMUNITY SCHOOL DIST.	OE-SPED-SEMI-2526	44,374.50
10 9010 1200 211 3301 567	Sped LvL 1	32,152.50
10 9010 1200 214 3302 567	Sped LvL 2	12,222.00
Vendor Name STANTON COMMUNITY SCHOOL DIST.		44,374.50
SYNCQUIP LLC	2082	2,691.12
10 0109 2620 000 0000 432	HS Repair	2,691.12
Vendor Name SYNCQUIP LLC		2,691.12
UNITY POINT CLINIC	289223	84.00
10 9010 2700 000 0000 346	Drug Testing	84.00
Vendor Name UNITY POINT CLINIC		84.00
US CELLULAR	0781556105	23.28
10 9010 2236 000 0000 536	Failover Lines	23.28
US CELLULAR	782473343	644.65
10 0109 2410 000 0000 532	Principals	138.75
10 9010 2490 000 0000 532	Maintenance	138.75
10 9010 2490 000 0000 532	Technology	46.25
10 9010 2490 000 0000 530	Bus Barn	46.25
10 9010 2490 000 0000 530	Nurse	46.25
10 9010 2510 000 0000 532	FBF.BBF MiFi	228.40
Vendor Name US CELLULAR		667.93
VISUAL EDGE IT dba COUNSEL	24AR3287193	180.63
10 9010 2520 000 0000 618	Steady Serve	180.63
Vendor Name VISUAL EDGE IT dba COUNSEL		180.63
WARD'S SCIENCE	20260216	2,400.51
10 9010 1000 100 3176 612	Bal Com Wards 220G X 0.1G Scale	881.82
10 9010 1000 100 3176 612	Compound Microscope Buy 5 get 1 free	1,518.69
Vendor Name WARD'S SCIENCE		2,400.51
WELLS FARGO LEASING	5037324253	1,215.50
10 9010 2520 000 0000 618	Admin Copier Lease	110.50
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
Vendor Name WELLS FARGO LEASING		1,215.50
WESTLAKE ACE HARDWARE	2968908	348.04
10 0418 2620 000 0000 618	IES Supplies	120.71
10 9010 2620 000 0000 618	District Supplies	189.41
10 0109 2620 000 0000 618	HS Supplies	37.92
Vendor Name WESTLAKE ACE HARDWARE		348.04
WINGFIELD, FELISHA	Mileage-SEMI-2526	41.37
10 0109 2410 000 0000 580	Mileage Sem 1 25-26	41.37

Vendor Name	Invoice Number	Amount
Account Number	Detail Description	Amount
Vendor Name WINGFIELD, FELISHA		41.37
WOODWARD GRANGER COMM. SCHOOLS	Sped-SEMI-2526	218.72
10 9010 1200 211 3301 567	Sped LvL 1	218.72
Vendor Name WOODWARD GRANGER COMM. SCHOOLS		218.72
YOUNG AUTO PARTS INC.	20260210	18.99
10 9010 2700 000 0000 673	Lamp for bus #2	18.99
YOUNG AUTO PARTS INC.	20260210-0001	30.78
10 9010 2700 000 0000 673	connector - #15	6.84
10 9010 2700 000 0000 673	Washer fluid	11.97
10 9010 2700 217 3303 673	washer fluid	11.97
YOUNG AUTO PARTS INC.	20260210-0002	308.97
10 9010 2700 217 3303 673	Beeper bulbs	308.97
Vendor Name YOUNG AUTO PARTS INC.		358.74
Fund Number 10		734,745.72
Checking Account ID 1	Fund Number 36	PHYSICAL PLANT & EQUIPMENT
COUNCIL BLUFFS COMM SCHOOLS	20260202	3,828.00
36 9010 2620 000 0000 441	Rent	3,828.00
COUNCIL BLUFFS COMM SCHOOLS	20260249	3,698.34
36 9010 2620 000 0000 441	Rent	3,698.34
Vendor Name COUNCIL BLUFFS COMM SCHOOLS		7,526.34
Fund Number 36		7,526.34
Checking Account ID 1	Fund Number 40	DEBT SERVICES FUND
UMB BANK N.A.	1036220	500.00
40 9010 5000 000 0000 349	Agent Fees	500.00
Vendor Name UMB BANK N.A.		500.00
Fund Number 40		500.00
Checking Account ID 1		742,772.06
Checking Account ID 2	Fund Number 61	SCHOOL NUTRITION FUND
FIRST BANKCARD - HH	20260216-0001	5,319.73
61 9010 3110 000 0000 618	Black & Orange Lunch Trays	5,319.73
Vendor Name FIRST BANKCARD - HH		5,319.73
OPAA! FOOD MANAGEMENT INC	IA00070056	47,864.40
61 9010 3110 000 0000 570	January Food Expenses	47,864.40
OPAA! FOOD MANAGEMENT INC	IA00070353	2,627.69
61 9010 3110 000 4557 631	FFVP	2,627.69
Vendor Name OPAA! FOOD MANAGEMENT INC		50,492.09
Fund Number 61		55,811.82
Checking Account ID 2		55,811.82
Checking Account ID 3	Fund Number 21	STUDENT ACTIVITY FUND
AMAZON CAPITAL SERVICES, INC.	136L-J4GH-MTLW	58.10
21 0109 1400 950 7408 618	FCCLA Supplies	58.10
Vendor Name AMAZON CAPITAL SERVICES, INC.		58.10

Vendor Name	Invoice Number	Amount
Account Number	Detail Description	Amount
ATLANTIC HIGH SCHOOL	WRESTLING012 726	125.00
21 0109 1400 920 6790 810	Wrestling Fee	125.00
ATLANTIC HIGH SCHOOL	WRESTLING020 526	100.00
21 0109 1400 920 6790 810	Wrestling Entry Fee	100.00
Vendor Name ATLANTIC HIGH SCHOOL		<u>225.00</u>
BAXTER, RANDY	BAXTER012326	170.00
21 0109 1400 920 6710 345	V/V BB OFFICIAL	170.00
Vendor Name BAXTER, RANDY		<u>170.00</u>
COUNTY LINE DESIGN	011039	434.00
21 9010 1400 920 6600 618	Multi Sport Plaques	434.00
Vendor Name COUNTY LINE DESIGN		<u>434.00</u>
DICKINSON, DOUG	DICKSON01262 6	225.00
21 0109 1400 920 6790 340	HS G WR OFFICIAL	225.00
Vendor Name DICKINSON, DOUG		<u>225.00</u>
FIRST BANKCARD BUSINESS MANAGER	20260216	1,142.83
21 0109 1400 910 6220 580	Honor Band Hotel	1,142.83
Vendor Name FIRST BANKCARD BUSINESS MANAGER		<u>1,142.83</u>
FRONTIER LANES	Bowling02022 6c	100.00
21 0109 1400 920 6845 618	HS Girls Bowling Entry Fee	100.00
Vendor Name FRONTIER LANES		<u>100.00</u>
GREBERT, RON	GREBERT01292 6	170.00
21 0109 1400 920 6710 345	HS G/B BB OFFICIAL	170.00
Vendor Name GREBERT, RON		<u>170.00</u>
HARLAN COMMUNITY SCHOOL DIST.	Wrestling012 726	115.00
21 0109 1400 920 6790 810	Wrestling Fee	115.00
Vendor Name HARLAN COMMUNITY SCHOOL DIST.		<u>115.00</u>
IA HIGH SCHOOL SPEECH ASSOC.	20260210	70.00
21 0109 1400 910 6120 618	Individual Districts Speech	70.00
IA HIGH SCHOOL SPEECH ASSOC.	20260210- 0001	25.00
21 0109 1400 910 6120 810	State Speech	25.00
Vendor Name IA HIGH SCHOOL SPEECH ASSOC.		<u>95.00</u>
IBCA	20260216	160.00
21 9010 1400 920 6600 810	IBCA Membership	160.00
Vendor Name IBCA		<u>160.00</u>
IRVIN, MICHAEL	IRVIN012626	200.00
21 0109 1400 920 6790 340	HS G WR OFFICIAL	200.00
Vendor Name IRVIN, MICHAEL		<u>200.00</u>

Vendor Name	Invoice Number	Amount
Account Number	Detail Description	Amount
JOHNSON, CHRIS	JOHNSON01292 6	170.00
21 0109 1400 920 6710 345	HS B/B BB OFFICIAL	170.00
Vendor Name JOHNSON, CHRIS		<u>170.00</u>
KINDLEY, BRIAN	KINDLEY01232 6	170.00
21 0109 1400 920 6710 345	V/V BB OFFICIAL	170.00
Vendor Name KINDLEY, BRIAN		<u>170.00</u>
MCCONE FOODS, INC	5397	792.00
21 0109 1400 950 7407 618	FFA Popcorn	792.00
Vendor Name MCCONE FOODS, INC		<u>792.00</u>
MCCREADY, BRIEN	MCCREADY0129 26	170.00
21 0109 1400 920 6710 345	HS G/B BB OFFICIAL	170.00
Vendor Name MCCREADY, BRIEN		<u>170.00</u>
MCDERMOTT, MIKE	MCDERMOTT012 326	90.00
21 0109 1400 920 6710 345	JV BBB OFFICIAL	90.00
MCDERMOTT, MIKE	MCDERMOTT020 526	100.00
21 0109 1400 920 6710 345	JH GBB OFFICIAL	100.00
Vendor Name MCDERMOTT, MIKE		<u>190.00</u>
NATIONAL FFA ORGANIZATION	MDS377421	36.00
21 0109 1400 950 7407 618	FFA Scrapbook	36.00
Vendor Name NATIONAL FFA ORGANIZATION		<u>36.00</u>
OSBORN, CURTIS	OSBORN012926	90.00
21 0109 1400 920 6710 345	JV BBB OFFICIAL	90.00
Vendor Name OSBORN, CURTIS		<u>90.00</u>
PACE, RICK	PACE020226	100.00
21 0109 1400 920 6835 340	JH GBB OFFICIAL	100.00
Vendor Name PACE, RICK		<u>100.00</u>
PEPPER & SON, INC.	368189168	10.00
21 0109 1400 910 6121 618	Shipping - ME122225C	10.00
PEPPER & SON, INC.	368269403	20.00
21 0109 1400 910 6121 618	Honor Choir Music	20.00
Vendor Name PEPPER & SON, INC.		<u>30.00</u>
SHANKS, KIP	SHANKS012326	170.00
21 0109 1400 920 6710 345	V/V BB OFFICIAL	170.00
Vendor Name SHANKS, KIP		<u>170.00</u>
SOUTHWEST VALLEY COMMUNITY SCHOOLS	WRESTLING012 726	150.00
21 0109 1400 920 6790 810	Wrestling Fee	150.00
Vendor Name SOUTHWEST VALLEY COMMUNITY		<u>150.00</u>

Vendor Name	Invoice Number	Amount
Account Number	Detail Description	Amount
SCHOOLS		
STANTON COMMUNITY SCHOOL DIST.	DANCE012726	2,104.88
21 0109 1400 950 6694 580	Food & Lodging	604.88
21 0109 1400 950 6694 810	Student Athlete Fee (6)	1,500.00
Vendor Name STANTON COMMUNITY SCHOOL DIST.		<u>2,104.88</u>
TURNEY, TRENTON	TURNEY012626	100.00
21 0109 1400 920 6710 345	JH GBB OFFICIAL	100.00
Vendor Name TURNEY, TRENTON		<u>100.00</u>
WHITEHILL, KEVIN	WHITEHILL012326	90.00
21 0109 1400 920 6710 345	JV BBB OFFICIAL	90.00
WHITEHILL, KEVIN	WHITEHILL012926	90.00
21 0109 1400 920 6710 345	JV BBB OFFICIAL	90.00
Vendor Name WHITEHILL, KEVIN		<u>180.00</u>
WOOD, JACOB	WOOD012626	130.00
21 0109 1400 920 6790 340	HS G WR Medical	130.00
Vendor Name WOOD, JACOB		<u>130.00</u>
Fund Number 21		<u>7,677.81</u>
Checking Account ID 3		<u>7,677.81</u>



5501 S 36th St, Omaha, NE 68107

Quote #: 1558 Version 2

Date: Feb 9, 2026

PO #:

CUSTOMER	SERVICE LOCATION
Red Oak Community Schools	Red Oak High School 2011 N 8th Street, Red Oak, IA 51566

Scope Of Work:

Service & Diagnostics on Valent Unit Carel C.PCO Controller.
 Supply & Install Innotech C40 Controller to replace Valent Unit Carel C.PCO Controller.
 Unit Serves the Commons Area.
 Innotech Controller is in stock.

TOTAL ESTIMATE.....\$10,194.81

X_____ Date_____

Customer Signature

TERMS & CONDITIONS

All work shall be completed Monday - Friday from 7 am-5 pm
 Additional work unrelated to the work outlined above shall be completed on T&M or after a requested quote is approved

ACCEPTANCE OF PROPOSAL

This proposal represents the entire agreement between the parties. There are no representations, promises, or other understandings unless expressly included herein. Pricing is valid until Mar 11, 2026

403.1 - Release or Credit Information (no revisions)

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

It is the responsibility of the board secretary or superintendent to respond to inquiries from creditors.

Approved: July 25, 2018

Reviewed: ~~May 23, 2022~~ January 21, 2025

Revised: May 23, 2022

403.2 - Child Abuse Reporting

In compliance with state law and to provide protection to victims of child abuse, the board believes incidents of alleged child abuse should be reported to the proper authorities. All licensed school employees, teachers, coaches and paraeducators **and all school employees 18 years of age or older** are mandatory reporters as provided by law and are to report alleged incidents of child abuse they become aware of within the scope of their professional duties.

When a mandatory reporter suspects a student is the victim of child abuse, **they** shall make an oral report of the suspected child abuse the Iowa Department of Human Services within 24 hours of becoming aware of the abusive incident and shall make a written report to the Iowa Department of Human Services within 48 hours following the oral report. If the mandatory reporter believes the child is in immediate danger, the local law enforcement agency will also be notified.

Within six months of their initial employment, mandatory reporters will take a two-hour training course involving the identification and reporting of child abuse or submit evidence they've taken the course within the previous three years. Once the training course has been taken, the certificate will remain valid for three years. Employees who have taken the ~~post-July 1, 2019 two-hour~~ training course will take the one-hour follow up training course every three years and prior to the expiration of their certificate.

Approved March 26, 2018

Reviewed ~~July 11, 2022~~ January 21, 2025

Revised August 8, 2022

403.2R1 - Child Abuse Reporting Regulation

Iowa law requires ~~licensed employees~~ **all school employees 18 years of age or older** to report to the Iowa Department of Human Services (DHS) instances of suspected child abuse which they become aware of within the scope of their professional duties.

The law further specifies that a ~~licensed~~ **an** employee who is a mandatory reporter who knowingly or willfully fails to report a suspected case of child abuse is guilty of a simple misdemeanor and that the licensed employee may be subject to civil liability for damages caused by the failure to report.

Employees participating in good faith in the making of a report or in a judicial proceeding that may result from the report, are immune from liability.

Child Abuse Defined

“Child abuse“ is defined as:

- Any non-accidental physical injury, or injury which is at variance with the history given of it, suffered by a child as the result of the acts or omissions of a person responsible for the care of the child.
- Any mental injury to a child’s intellectual or psychological capacity as evidenced by an observable and substantial impairment in the child’s ability to function within the child’s normal range of performance and behavior as the result of the acts or omissions of a person responsible for the care of the child, if the impairment is diagnosed and confirmed by a licensed physician or qualified mental health professional as defined by Iowa law.
- The commission of a sexual offense with or to a child pursuant to Iowa law, as a result of the acts or omissions of the person responsible for the care of the child.
- The failure on the part of a person responsible for the care of a child to provide for the adequate food, shelter, clothing or other care necessary for the child’s health and welfare when financially able to do so or when offered financial or other reasonable means to do so. A parent or guardian legitimately practicing religious beliefs who does not provide specified medical treatment for a child for that reason alone shall not be considered abusing the child.
- The acts or omissions of a person responsible for the care of a child which allow, permit, or encourage the child to engage in acts of prostitution.
- An illegal drug is present in a child’s body as a direct and foreseeable consequence of the acts or omissions of the person responsible for the care of the child.
- The person responsible for the care of a child has, in the presence of the child, manufactured a dangerous substance, or in the presence of the child possesses a

product containing ephedrine, its salts, optical isomers, salts of optical isomers, or pseudoephedrine, its salts, optical isomers, salts of optical isomers, with the intent to use the product as a precursor or an intermediary to a dangerous substance.

- The commission of bestiality in the presence of a minor by a person who resides in a home with a child, as a result of the acts or omissions of a person responsible for the care of the child.
- Knowingly allowing a person custody or control of, or unsupervised access to a child or minor, after knowing the person is required to register or is on the sex offender registry.

Teachers in public schools are not “persons responsible for the care of the child“ under this definition. However, a teacher who abuses a child is subject to civil, criminal, and professional sanctions.

Reporting Procedures

All licensed school employees, including teachers, coaches, nurses, and paraeducators, are required to report, orally, within 24 hours ~~or~~ and in writing, within 48 hours to the Iowa Department of Human Services (DHS) when the employee reasonably believes a child has suffered from abuse within the scope of employment.

Each report should contain as much of the following information as can be obtained within the time limit. However, the law specifies a report will be considered valid even if it does not contain all of the following information:

- name, age, and home address of the child;
- name and home address of the parents, guardians or other persons believed to be responsible for the care of the child;
- the child’s present whereabouts if not the same as the parent’s or other person’s home address;
- description of injuries, including evidence of previous injuries;
- name, age, and condition of other children in the same home;
- any other information considered helpful; and,
- name and address of the person making the report.
-

It is not the responsibility of employees to prove that a child has been abused or neglected. Employees should not take it upon themselves to investigate the case or contact the family of the child. DHS is responsible for investigating the incident of alleged abuse.

Approved: July 25, 2018

Reviewed: ~~May 23, 2022~~ January 21, 2025

Revised: May 23, 2022

403.3 - Abuse of Students by School District Employees

Physical or sexual abuse of students, including ~~inappropriate and intentional sexual behavior,~~ **but not limited to sexual or physical relationships, grooming behavior, and otherwise inappropriate relationships with students** by employees will not be tolerated. The definition of employees for the purpose of this policy includes not only those who work for pay but also those who are volunteers of the school district under the direction and control of the school district. Employees found in violation of this policy will be subject to disciplinary action, up to and including termination.

The school district will respond promptly to allegations of abuse of students by school district employees by ~~investigating or arranging for the investigation of an allegation~~ **timely reporting to all relevant agencies as required by law.** The processing of a complaint or allegation will be handled confidentially to the maximum extent possible. Employees are required to assist in the investigation when requested to provide information and to maintain the confidentiality of the reporting and investigation process. **If the Iowa Department of Health and Human Services reports to the board of directors of the district that an allegation of abuse of a student has been made against a school employee, the district will place the employee on administrative leave until the resolution of the investigation. The employee will be prohibited from entering school property while on administrative leave.**

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

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

Approved: July 25, 2018

Reviewed: ~~May 23, 2022~~ **January 21, 2026**

Revised: May 23, 2022

~~403.3R1 - Abuse of Student by School District Employees Regulation~~ (delete)

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

The report will contain the following:

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

Upon request, the Level I investigator may assist the reporter in completing the report. An incomplete report will not be rejected unless the missing information would render the investigation futile or impossible. An employee receiving a report of alleged abuse of a student by an employee will pass the report to the investigator and will keep the report confidential to the maximum extent possible.

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

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

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

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

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

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

403.3E1 - Abuse of Students by School District Employees (delete)

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

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

Student's Name and Address: _____

Student's Telephone number: _____

Student's School: _____

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

Allegation is of _____ Physical abuse _____ Sexual abuse _____

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

Were there any witnesses to the incident or are there students or persons who may have information about this incident? _____ yes _____ no

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

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

_____ Yes _____ No Telephone Number

Has any professional person examined or treated the student as a result of the incident?
_____ yes _____ no _____ unknown

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

Has anyone contacted law enforcement about this incident? _____ yes _____ no
Please provide any additional information you have which would be helpful to the investigator. Attach additional pages if needed:

Your name, address and telephone number:

Relationship to student: _____

Complainant Signature _____ Witness Signature

Date _____ Witness Name (please print)

Witness Address

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

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

403.3E2 - Abuse of Student by School District Employees (delete)

Report of Level I Investigation

Students Name: _____

Student's Age _____ Students Grade: _____

Student's Address: _____

Student's School: _____

Name of accused school employee: _____ Building: _____

Name and address of person filing report: _____

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

Date report of abuse was filed: _____

Allegation is: Physical Abuse: _____ Sexual Abuse: _____

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

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

*Were parent(s) or guardian(s) advised of their right to see and hear any interview of their pre-kindergarten through sixth grade children who are alleged victims of or a witness in a sexual abuse investigation?— Yes _____ No _____

Was the right exercised? _____ Yes _____ No _____

Were audio tapes made of any interviews? _____ Yes _____ No _____

Were video tapes made of any interviews? _____ Yes _____ No _____

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

Yes No

If yes, describe:

student excused from school school employee placed on leave

student assigned to different class other (please specify)

Level I investigator's conclusions:

The complaint is being dismissed for lack of jurisdiction.

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

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

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

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

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

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

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

Complaint was withdrawn.

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

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

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

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

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

Current status of investigation:

_____ Closed. No further investigation is warranted.

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

_____ Deferred to law enforcement officials.

_____ Turned over to Level II investigator.

Other Comments:

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

Name of investigator (please print) _____ Investigator's place of employment

Signature of investigator _____ Date _____

403.4 - Gifts to Employees (no changes)

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

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

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

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

- Contributions to a candidate or a candidate’s committee;
- Information material relevant to an employee’s official function, such as books, pamphlets, reports, documents, periodicals or other information that is recorded in a written, audio or visual format;
- Anything received from a person related within the fourth degree by kinship or marriage, unless the donor is acting as an agent or intermediary for another person not so related;
- An inheritance;
- Anything available or distributed to the general public free of charge without regard to the official status of the employee;
- Items received from a charitable, professional, educational or business organization to which the employee belongs as a dues paying member if the items are given to all members of the organization without regard to an individual member’s status or positions held outside of the organization and if the dues paid are not inconsequential when compared to the items received;
- Actual expenses of an employee for food, beverages, travel and lodging for a meeting, which is given in return for participation in a panel or speaking engagement at the meeting when the expenses relate directly to the day or days on which the employee has participation or presentation responsibilities;

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

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

- Actual expenses of an employee for registration, food, beverages, travel or lodging for a meeting, which is given in return for participation in a panel or speaking engagement at a meeting when the expenses relate directly to the day or days on which the employee has participation or presentation responsibilities;

- A nonmonetary gift or series of nonmonetary gifts donated within thirty days to a public body, an educational or charitable organization or the Iowa department of general services; or
- A payment made to an employee for services rendered as part of a private business, trade or profession in which the employee is engaged if the payment is commensurate with the actual services rendered and is not being made because of the person's status as an employee of the district, but, rather, because of some special expertise or other qualification.

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

Approved July 25, 2018

Reviewed: ~~May 23, 2022~~ January 21, 2025

Revised: May 23, 2022

403.5 - Employee Outside Employment

The **board believes the** primary responsibility of employees is to the duties of their position within the school district as outlined in their job description. The board considers an employee's duties as part of a regular, full-time position as full-time employment. The board expects such employees to give the responsibilities of their positions in the school district precedence over any other employment.

It is the responsibility of the superintendent to counsel employees, whether full-time or part-time, if, in the judgment of the superintendent and the employee's immediate supervisor, the employee's outside employment interferes with the performance of the employee's duties required in the employee's position within the school district.

The board may request the employee to cease the outside employment as a condition of continued employment with the school district. ~~If an employee is on leave from his/her position in the school district and is engaged in outside employment, the board may request the employee to cease the outside employment, provided such request is reasonable.~~

Approved: July 25, 2018

Reviewed: ~~May 23, 2022~~ January 21, 2025

Revised: May 23, 2022

404 - Employees' Health and Well-Being

404.1 - Employee Physical Examinations

The Red Oak Community School District believes good health is important to job performance. School bus drivers will present evidence of good health upon initial hire and every other year in the form of a physical examination report, unless otherwise required by law or medical opinion. All other employees shall present evidence of good health, in the form of a post-offer, pre-employment physical examination report.

Employees may be required to submit to a pre-employment physical examination after an offer of employment has been made and before the beginning of service. The district will provide the standard examination form to be completed by an appropriately licensed health care provider who performs the physical examination. A written report of the physical examination shall be submitted to the district. The date by which any such physical examination report shall be submitted to the district shall be determined by the superintendent, but in no case shall be any less than five (5) business days prior to the first working day.

Bus drivers will be examined using all applicable state and federal criteria at the beginning of employment and every two (2) years thereafter.

Fitness-for-duty examinations may be required following an absence from work due to illness, if there is a reasonable belief that the employee is unable to perform the essential functions of the job, or if there is a reasonable belief that the employee poses a direct threat to the employee or others because of a health condition. A direct threat occurs when an individual poses a significant risk of substantial harm to him/herself or others, and the risk cannot be reduced below the direct threat level through reasonable accommodations. The district also reserves the right to request additional physical or mental evaluation as deemed by a licensed physician for job performance.

The school district will provide the standard examination form to be completed by Heartland Occupational Medicine. Failure to use our designated doctor, Heartland Occupational Medicine, will result in loss of reimbursement.

The cost of the initial physical examination will be paid by the employee. The cost of bus driver renewal physicals will be paid by the district up to a maximum set by the district provider.

The cost of the initial examination will be paid by the district. The form indicating the employee is able to perform the duties, with or without reasonable accommodation, for which the employee was hired, must be returned prior to the performance of duties. The cost of bus driver renewal physicals will be paid by the school district up to a maximum of \$50.00. The school district will provide the standard examination form to be completed by the personal physician of the employee or a certified medical examiner for bus drivers.

Employees whose physical or mental health, in the judgment of the administration, may be in doubt will submit to additional examinations to the extent job-related and consistent with business necessity, when requested to do so, at the expense of the school district.

The district will comply with occupational safety and health requirements as applicable to its employees in accordance with law.

All new employees will be reimbursed \$50.00 out of pocket expense by the Red Oak Community School District.

Approved: July 25, 2018

Reviewed: ~~May 23, 2022~~ January 21, 2025

Revised: May 23, 2022

404.2 - Employee Injury on the Job (no changes)

When an employee becomes seriously injured on the job, the employee's supervisor will attempt to notify a member of the family, or an individual of close relationship, as soon as the employee's supervisor becomes aware of the injury.

If possible, an employee may administer emergency or minor first aid. An injured employee will be turned over to the care of the employee's family or qualified medical employees as quickly as possible. The school district is not responsible for medical treatment of an injured employee.

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

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

Approved: July 25, 2018

Reviewed: ~~May 23, 2022~~ January 21, 2025

Revised: May 23, 2022

404.3 - Communicable Diseases-Employees (no changes)

Employees with a communicable disease will be allowed to perform their customary employment duties provided they are able to perform the essential functions of their position and their presence does not create a direct threat and/or a substantial risk of illness or transmission to students or other employees. The term "communicable disease" will mean an infectious or contagious disease spread from person to person, or animal to person, or as defined by law. A "direct threat" occurs when an individual poses a

~~significant risk of substantial harm to him/herself or others, and the risk cannot be reduced below the direct threat level through reasonable accommodations.~~

Prevention and control of communicable diseases is included in the school district's bloodborne pathogens exposure control plan. The procedures will include scope and application, definitions, exposure control, methods of compliance, universal precautions, vaccination, post-exposure evaluation, follow-up, communication of hazards to employees and record keeping. This plan is reviewed annually by the superintendent and school nurse.

An employee shall notify the superintendent or the school nurse when the employee learns a communicable disease exists. It shall be the responsibility of the superintendent, when the superintendent or school nurse, upon investigation, has knowledge that a reportable communicable disease is present, to notify the Iowa Department of Public Health.

The health risk to immunoexpressed employees is determined by their personal physician. The health risk to others in the school district environment from the presence of an employee with a communicable disease is determined on a case-by-case basis by the employee's personal physician, a physician chosen by the school district or public health officials.

Health data of an employee is confidential, and it will not be disclosed to third parties. Employee medical records are kept in a file separate from their personal file.

It is the responsibility of the superintendent, in conjunction with the school nurse, to develop administrative regulations stating the procedures for dealing with employees with a communicable disease.

Approved: July 25, 2018

Reviewed: ~~May 23, 2022~~ **January 21, 2025**

Revised: May 23, 2022

404.3R1 – **Communicable Diseases** Universal Precautions Regulation

Universal precautions (UP) are intended to prevent transmission of infection, as well as decrease the risk of exposure for employees and students. It is not currently possible to identify all infected individuals, thus precautions must be used with every individual. UP pertain to blood and other potentially infectious materials (OPIM) containing blood. These precautions do not apply to other body fluids and wastes (OBFW) such as saliva, sputum, feces, tears, nasal secretions, vomitus and urine unless blood is visible in the material. However, these OBFW can be sources of other infections and should be handled as if they are infectious.

The single most important step in preventing exposure to and transmission of any infection is anticipating potential contact with infectious materials in routine as well as emergency situations. Based on the type of possible contact, employees and students should be prepared to use the appropriate precautions prior to the contact. Diligent and proper hand washing, the use of barriers, appropriate disposal of waste products and needles, and proper decontamination of spills are essential techniques of infection control. All individuals should respond to situations practicing UP followed by the activation of the school response team plan. Using common sense in the application of these measures will enhance protection of employees and students.

Hand Washing

Proper hand washing is crucial to preventing the spread of infection. Textured jewelry on the hands or wrists should be removed prior to washing and kept off until completion of the procedure and the hands are rewashed. Use of running water, lathering with soap and using friction to clean all hand surfaces is key. Rinse well with running water and dry hands with paper towels.

The following are general guidelines regarding hand washing:

- Hands should be washed before physical contact with individuals and after contact is completed.
- Hands should be washed after contact with any used equipment.
- If hands (or other skin) come into contact with blood or body fluids, hands should be washed immediately before touching anything else.
- Hands should be washed whether gloves are worn or not and, if gloves are worn, after the gloves are removed.

Barriers

Barriers anticipated to be used at school include disposable gloves, absorbent materials and resuscitation devices. Their use is intended to reduce the risk of contact with blood and body fluids as well as to control the spread of infectious agents from individual to individual. Gloves should be worn when in contact with blood, OPIM or OBFW. Gloves should be removed without touching the outside and disposed of after each use.

Disposal of Waste

Blood, OPIM, OBFW, used gloves, barriers and absorbent materials should be placed in a plastic bag and disposed of in the usual procedure. When the blood or OPIM is liquid, semi-liquid or caked with dried blood, it is not absorbed in materials, and is capable of releasing the substance if compressed, special disposal as regulated waste is required. A band-aid, towel, sanitary napkin or other absorbed waste that does not have the potential of releasing the waste if compressed would not be considered regulated waste. It is

anticipated schools would only have regulated waste in the case of a severe incident. Needles, syringes and other sharp disposable objects should be placed in special puncture-proof containers and disposed of as regulated waste. Bodily wastes such as urine, vomitus or feces should be disposed of in the sanitary sewer system.

Clean up

Spills of blood and OPIM should be cleaned up immediately. The employee should:

- Wear gloves.
- Clean up the spill with paper towels or other absorbent material.
- Use a solution of one part household bleach to one hundred parts of water (1:100) or other EPA-approved disinfectant and use it to wash the area well.
- Dispose of gloves, soiled towels and other waste in a plastic bag.
- Clean and disinfect reusable supplies and equipment.

Laundry

Laundry with blood or OPIM should be handled as little as possible with a minimum of agitation. It should be bagged at the location. If it has the potential of releasing the substance when compacted, regulated waste guidelines should be followed. Employees who have contact with this laundry should wear protective barriers.

Exposure

An exposure to blood or OPIM through contact with broken skin, mucous membrane or by needle or sharp stick requires immediate washing, reporting and follow-up.

- Always wash the exposed area immediately with soap and water.
- If a mucous membrane splash (eye or mouth) or exposure of broken skin occurs, irrigate or wash the area thoroughly.
- If a cut or needle stick injury occurs, wash the area thoroughly with soap and water.

The exposure should be reported immediately, the parent or guardian is notified, and the person exposed contacts a physician for further health care.

404.3E1 HEPATITIS B VACCINE INFORMATION AND RECORD

The Disease

Hepatitis B is a viral infection caused by the Hepatitis B virus (HBV) which causes death in 1-2% of those infected. Most people with HBV recover completely, but approximately 5-10% become chronic carriers of the virus. Most of these people have no symptoms, but can continue

to transmit the disease to others. Some may develop chronic active hepatitis and cirrhosis. HBV may be a causative factor in the development of liver cancer. Immunization against HBV can prevent acute hepatitis and its complications.

The Vaccine

The HBV vaccine is produced from yeast cells. It has been extensively tested for safety and effectiveness in large scale clinical trials.

Approximately 90 percent of healthy people who receive two doses of the vaccine and a third dose as a booster achieve high levels of surface antibody (anti-HBs) and protection against the virus. The HBV vaccine is recommended for workers with potential for contact with blood or body fluids. Full immunization requires three doses of the vaccine over a six-month period, although some persons may not develop immunity even after three doses.

There is no evidence that the vaccine has ever caused Hepatitis B. However, persons who have been infected with HBV prior to receiving the vaccine may go on to develop clinical hepatitis in spite of immunization.

Dosage and Administration

The vaccine is given in three intramuscular doses in the deltoid muscle. Two initial doses are given one month apart and the third dose is given six months after the first.

Possible Vaccine Side Effects

The incidence of side effects is very low. No serious side effects have been reported with the vaccine. Ten to 20 percent of persons experience tenderness and redness at the site of injection and low-grade fever. Rash, nausea, joint pain, and mild fatigue have also been reported. The possibility exists that other side effects may be identified with more extensive use.

404.3E2 HEPATITIS B VACCINE INFORMATION AND RECORD

CONSENT FORM OF HEPATITIS B VACCINATION

I have knowledge of Hepatitis B and the Hepatitis B vaccination. I have had an opportunity to ask questions of a qualified nurse or physician and understand the benefits and risks of Hepatitis B vaccination. I understand that I must have three doses of the vaccine to obtain immunity. However, as with all medical treatment, there is no guarantee that I will become immune or that I will not experience side effects from the vaccine. I give my consent to be vaccinated for Hepatitis B.

Signature of Employee (consent for Hepatitis B vaccination)

Date

Signature of Witness

Date

REFUSAL FORM OF HEPATITIS B VACCINATION

I understand that due to my occupational exposure to blood or other potentially infectious materials I may be at risk of acquiring the Hepatitis B virus infection. I have been given the opportunity to be vaccinated with Hepatitis B vaccine at no charge to myself. However, I decline the Hepatitis B vaccination at this time. I understand that by declining this vaccine, I continue to be at risk of acquiring Hepatitis B, a serious disease. If in the future I continue to have occupational exposure to blood or other potentially infectious materials and I want to be vaccinated with the Hepatitis B vaccine, I can receive the vaccination series at no charge to me.

Signature of Employee (refusal for Hepatitis B vaccination)

Date

Signature of Witness

Date

I refuse because I believe I have (check one)

_____ started the series

_____ completed the series

404.3E3 HEPATITIS B VACCINE INFORMATION AND RECORD

RELEASE FORM FOR HEPATITIS B MEDICAL INFORMATION

I hereby authorize _____ (individual or organization holding Hepatitis B records and address) to release to the Red Oak Community School District, my Hepatitis B vaccination records for required employee records.

I hereby authorize release of my Hepatitis B status to a health care provider, in the event of an exposure incident.

Signature of Employee

Date

Signature of Witness

Date

403.3E4 HEPATITIS B VACCINE INFORMATION AND RECORD

CONFIDENTIAL RECORD

Employee Name (last, first, middle)

Social Security No.

Job Title:

Hepatitis B Vaccination Date Lot Number

Site

Administered by

1 _____

2 _____

3 _____

Additional Hepatitis B status information:

Post-exposure incident: (Date, time, circumstances, route under which exposure occurred)

Identification and documentation of source individual:

Source blood testing consent:

Description of employee's duties as related to the exposure incident:

Copy of information provided to health care professional evaluating an employee after an exposure incident:

Attach a copy of all results of examinations, medical testing, follow-up procedures, and health care professional's written opinion.

Training Record: (date, time, instructor, location of training summary)

404.4 - Hazardous Chemical Disclosure (no changes)

The board authorizes the development of a comprehensive hazardous chemical communication program for the school district to disseminate information about hazardous chemicals in the workplace.

Each employee will annually review information about hazardous substances in the workplace. When a new employee is hired or transferred to a new position or work site, the information and training, if necessary, is included in the employee's orientation. When an additional hazardous substance enters the workplace, information about it is distributed to all employees, and training is conducted for the appropriate employees. The superintendent will maintain a file indicating which hazardous substances are present in the workplace and when training and information sessions take place.

Employees who will be instructing or otherwise working with students will disseminate information about the hazardous chemicals with which they will be working as part of the instructional program.

It is the responsibility of the superintendent to develop administrative regulations regarding this program.

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404.5 - Substance-Free Workplace (no changes)

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

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

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

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

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

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404.5R1 - Substance-Free Workplace Regulation (no change)

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

1. Identification - the superintendent will document the evidence the superintendent has which leads the superintendent to conclude the employee has violated the Substance-Free Workplace policy. After the superintendent has determined there has been a violation of the Substance-Free Workplace policy, the superintendent will discuss the problem with the employee.
2. Discipline - if, after the discussion with the employee, the superintendent determines there has been a violation of the Substance-Free Workplace policy, the superintendent may recommend discipline up to and including termination or may recommend the employee seek substance abuse treatment. Participation in a substance abuse treatment program is voluntary.
3. Failure to participate in referral – if the employee refuses to participate in a substance abuse treatment program or if the employee does not successfully complete a substance abuse treatment program, the employee may be subject to discipline up to and including termination.

4. Conviction - if an employee is convicted of a criminal drug offense committed in the workplace, the employee must notify the employer of the conviction within five days of the conviction.

404.5E1 - Substance-Free Workplace Notice to Employees

(no changes)

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

“Workplace” is defined as the site for the performance of work done in the capacity as a employee. This includes school district facilities, other school premises or school district vehicles.

“Workplace” also includes non-school property if the employee is at any school-sponsored, school-approved or school-related activity, event or function, such as field trips or athletic events where students are under the control of the school district or where the employee is engaged in school business.

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

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

SUBSTANCE-FREE WORKPLACE ACKNOWLEDGMENT FORM

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

(Signature of Employee)

(Date)

404.6 - Drug and Alcohol Testing Program (no changes)

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

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

Employees who violate the terms of this policy are subject to discipline up to and including termination. The district is required to keep a record of all drug or alcohol violations by employees for a minimum of five years. Employees are put on notice that information related to drug or alcohol violations will be reported to the Federal Motor Carrier Safety Administration (FMCSA) Clearinghouse. Additionally, the district will conduct FMCSA Clearinghouse queries for employees annually. Employees must provide written consent for the district to conduct FMCSA Clearinghouse queries; however, employees who choose to withhold consent will be prohibited from performing any safety sensitive functions.

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

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

Employees with questions about the drug and alcohol testing program may contact the school district contact person, the school nurse at Inman Elementary School, 900 Inman Drive, Red Oak, IA 51566, OR the superintendent of schools at the Red Oak Administrative Center, 604 S. Broadway St. Red Oak, IA 51566.

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404.6E1 - Drug and Alcohol Testing Program Notice to Employees (no changes)

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

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

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

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

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

404.6E2 - Drug and Alcohol Program Pre-Employment Testing Acknowledgement Form
(no changes)

I, (_____), have received a copy, read and understand the Drug and Alcohol
Name of Employee

Testing Program policy of the Red Oak Community School District and its supporting documents.

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

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

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

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

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

(Signature of Employee)

(Date)

404.7 - Licensed Employee Family and Medical Leave (no change)

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

Employees eligible for family and medical leave must comply with the family and medical leave administrative rules prior to starting family and medical leave. Employees shall be required to complete all necessary Family and Medical Leave Act documentation prior to

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

The district may require, or employees may request, to run concurrently applicable paid leave during any family and medical leave by meeting the requirements set out in the family and medical leave administrative rules.

The requirements stated in the Master Contract between employees in the various collective bargaining units, if applicable, and the board and/or district regarding family and medical leave of such employees and the requirements stated in any other contract, collective or individual, between any employees and the board and/or district regarding family and medical leave of such employees will be followed. This policy provision, as well as all policy provisions, concerning family and medical leave may be applied differently to classified, non-classified, certified, non-certified and other classifications of employees.

It is the responsibility of the superintendent/designee to develop administrative rules to implement this policy.

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404.7R1 - Employee Family and Medical Leave Regulation (no change)

A. School District Notice

1. The school district will post the notice in this series regarding family and medical leave.
2. Information on the Family and Medical Leave Act and the board policy on family and medical leave, including leave provisions and employee obligations will be provided annually. The information will be in the employee handbook.
3. When an employee requests family and medical leave, the school district will provide the employee with information listing the employee's obligations and requirements. Such information will include:
 - a. a statement clarifying whether the leave qualifies as family and medical leave and will, therefore, be credited to the employee's annual 12-week entitlement or 26 week entitlement depending on the purpose of the leave;

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

B. Eligible Employees

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

C. Employee Requesting Leave (two types of leave)

- 1. Foreseeable family and medical leave
 - a. Definition - leave is foreseeable for the birth or placement of an adopted or foster child with the employee or for planned medical treatment.
 - b. Employee must give at least thirty (30) days notice for foreseeable leave. Failure to give the notice may result in the leave beginning thirty (30) days after notice was received. For those taking leave due to military family and medical leave, notice should be given as soon as possible.
 - c. Employees must consult with the school district prior to scheduling planned medical treatment leave to minimize disruption to the school district. The scheduling is subject to the approval of the health care provider.
- 2. Unforeseeable family and medical leave.
 - a. Definition - leave is unforeseeable in such situations as emergency medical treatment or premature birth.
 - b. Employee must give notice as soon as possible but no later than one to two work days after learning that leave will be necessary.

- c. A spouse or family member may give the notice if the employee is unable to personally give notice.

D. Eligible Family and Medical Leave Determination

1. The following is a list of the acceptable purposes for family or medical leave:
 - a. The birth of a son or daughter of the employee and in order to care for that son or daughter prior to the first anniversary of the child's birth;
 - b. The placement of a son or daughter with the employee for adoption or foster care and in order to care for that son or daughter prior to the first anniversary of the child's placement;
 - c. To care for the spouse, son, daughter or parent of the employee if the spouse, son, daughter or parent has a serious health condition;
 - d. Employee's serious health condition that makes the employee unable to perform the essential functions of the employee's position;
 - e. Because of a qualifying exigency arising out of the fact that an employee's spouse, son or daughter or parent is on active duty or call to active duty status in support of a contingency operation as a member of the National Guard or Reserves; or
 - f. Because the employee is the spouse, son or daughter, parent or next of kin of a covered service member with a serious injury or illness.
2. The school district may require the employee giving notice of the need for leave to provide reasonable documentation or a statement of family relationship.
3. Medical certification.
 - a. When required:
 - i. Employees shall be required to present medical certification of the employee's serious health condition and inability to perform the essential functions of the job;
 - ii. Employees shall be required to present medical certification of the family member's serious health condition and that it is medically necessary for the
 - iii. employee to take leave to care for the family member; and/or
 - iv. Employees may be required to present certification of the call to active duty when taking military family and medical leave.
 - b. Employee's medical certification responsibilities:
 - i. The employee must obtain the certification from the health care provider who is treating the individual with the serious health condition;

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

E. Entitlement.

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

- c. Award leave in accordance with other provisions of board policy or the collective bargaining agreement.

F. Type of Leave Requested.

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

- c. During the period of foreseeable reduced work schedule leave, the school district may move the employee to an alternative position with equivalent pay and benefits. (For instructional employees, see G below.)

G. Special Rules for Instructional Employees.

1. Definition - an instructional employee is one whose principal function is to teach and instruct students in a class, a small group or an individual setting. This includes, but is not limited to, teachers, coaches, driver's education instructors and special education assistants.
2. Instructional employees who request foreseeable medically necessary intermittent or reduced work schedule family and medical leave greater than twenty percent (20%) of the work days in the leave period may be required to:
 - a. Take leave for the entire period or periods of the planned medical treatment; or
 - b. Move to an available alternative position, with equivalent pay and benefits, but not necessarily equivalent duties, for which the employee is qualified.
3. Instructional employees who request continuous family and medical leave near the end of a semester may be required to extend the family and medical leave through the end of the semester. The number of weeks remaining before the end of a semester does not include scheduled school breaks, such as summer, winter or spring break.
 - a. If an instructional employee begins family and medical leave for any purpose more than five weeks before the end of a semester, the school district may require that the leave be continued until the end of the semester if the leave will last at least three weeks and the employee would return to work during the last three weeks of the semester if the leave was not continued.
 - b. If the employee begins family and medical leave for a purpose other than the employee's own serious health condition during the last five weeks of a semester, the school district may require that the leave be continued until the end of the semester if the leave will last more than two weeks and the employee would return to work during the last two weeks of the semester.
 - c. If the employee begins family and medical leave for a purpose other than the employee's own serious health condition during the last three weeks of the semester and the leave will last more than five working days, the school district may require the employee to continue taking leave until the end of the semester.
4. The entire period of leave taken under the special rules is credited as family and medical leave. The school district will continue to fulfill the school district's family and medical leave responsibilities and obligations, including the obligation to continue the employee's health insurance and other benefits, if an instructional employee's family and medical leave entitlement ends before the involuntary leave period expires.

H. Employee responsibilities while on family and medical leave.

1. Employee must continue to pay health care benefit contributions or other benefit contributions regularly paid by the employee unless employee elects not to continue the benefits while on FMLA leave.
2. The employee contribution payments will be deducted from any money owed to the employee or the employee will reimburse the school district by delivery of cash or check to the employer's business office by the first day of the month in which premiums are due to the carrier.
3. An employee who fails to make the health care contribution payments within thirty (30) days after they are due will be notified that their coverage may be canceled if payment is not received within an additional fifteen (15) days.
4. An employee may be asked to re-certify the medical necessity of family and medical leave for the serious medical condition of an employee or family member once every thirty (30) days and return the certification within fifteen (15) days of the request.
5. The employee must notify the school district of the employee's intent to return to work at least once each month during their leave and at least two (2) weeks prior to the conclusion of the family and medical leave.
6. If an employee intends not to return to work, the employee must immediately notify the school district, in writing, of the employee's intent not to return. The school district will cease benefits upon receipt of this notification.

I. Use of paid leave for family and medical leave.

1. The district may require, or an employee may request, their unpaid family and medical leave run concurrently with applicable paid leave available to the employee under board policy, individual contracts or the collective bargaining agreement, as outlined in the family and medical leave administrative rules. When the district determines that paid leave is being taken for an FMLA reason, the district will notify the employee within two (2) business days that the paid leave will be counted as FMLA leave.
2. The district may require, or an employee may request, to run concurrently paid sick and/or personal leave with unpaid FMLA leave for the serious health condition of the employee only. Upon the expiration of paid leave, the FMLA leave for the serious health condition of the employee is unpaid.
3. The district may require, or an employee may request, to run concurrently paid family sick leave and personal leave with unpaid FMLA leave for the serious health condition of an employee's family member. Upon the expiration of paid leave, the FMLA leave for the serious health condition of an employee's family member is unpaid.

4. The district may require or an employee may request to run concurrently paid sick leave/family illness leave with their unpaid FMLA leave for the birth of their child as follows: a mother may run concurrently her available paid sick leave for so long as her health care provider certifies that she is unable to perform the essential functions of her job/has a serious health condition; a mother may run concurrently her available paid family illness leave for so long as a health care provider certifies that her newborn infant has a serious health condition; and a spouse may run concurrently his/her available paid family illness leave for so long as a health care provider certifies that the employee is needed to care for the mother who has a serious health condition or child who has a serious health condition. Upon the expiration of paid leave, the FMLA leave for the birth of a child or for the placement of a child for adoption or foster care is unpaid.
 5. The district may require, or an employee may request, to run concurrently available paid personal leave with their unpaid FMLA leave for the birth of their child or for placement with the employee of a child for adoption or foster care. Upon the expiration of paid leave, the FMLA leave for the birth of a child or for the placement of a child for adoption or foster care is unpaid.
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404.7R2 - Employee Family and Medical Leave Definitions

(no change)

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

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

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

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

- A period of incapacity (i.e., inability to work, attend school or perform other regular daily activities due to the serious health condition, treatment for or recovery from) of more than three consecutive calendar days and any subsequent treatment or period of incapacity relating to the same condition that also involves:
 - treatment two or more times by a health care provider, by a nurse or physician's assistant under direct supervision of a health care provider, or by a provider of health care services (e.g., physical therapist) under orders of, or in referral by, a health care provider; or

- treatment by a health care provider on at least one occasion which results in a regimen of continuing treatment under the supervision of the health care provider.
- Any period of incapacity due to pregnancy or for prenatal care.
- Any period of incapacity or treatment for such incapacity due to a chronic serious health condition. A chronic serious health condition is one which:
 - requires periodic visits for treatment by a health care provider or by a nurse or physician's assistant under direct supervision of a health care provider;
 - continues over an extended period of time (including recurring episodes of a single underlying condition); and
 - may cause episodic rather than a continuing period of incapacity (e.g., asthma, diabetes, epilepsy, etc.).
- Any period of incapacity which is permanent or long-term due to a condition for which treatment may not be effective. The employee or family member must be under the continuing supervision of, but need not be receiving active treatment by, a health care provider. Examples include Alzheimer's, a severe stroke or the terminal stages of a disease.
- Any period of absence to receive multiple treatments (including any period of recovery) by a health care provider or by a provider of health care services under orders of, or on referral by, a health care provider, either for restorative surgery after an accident or other injury, or for a condition that would likely result in a period of incapacity of more than three consecutive calendar days in the absence of medical intervention or treatment, such as cancer (chemotherapy, radiation, etc.), severe arthritis (physical therapy), kidney disease (dialysis).

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

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

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

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

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

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

Health Care Provider-

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

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

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

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

psychologists, curriculum specialists, cafeteria workers, maintenance workers, bus drivers, or other primarily noninstructional employees.

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

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

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

Next of Kin - an individual’s nearest blood relative

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

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

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

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

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

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

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

to the serious health condition, treatment for or recovery from), or any subsequent treatment in connection with such inpatient care; or

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

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

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

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

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

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

404.7E1 - Employee Family and Medical Leave Notice to Employees (no change)

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

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

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

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

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

BENEFITS & PROTECTIONS - While employees are on FMLA leave, employers must continue health insurance coverage as if the employees were not on leave.

Upon return from FMLA leave, most employees must be restored to the same job or one nearly identical to it with equivalent pay, benefits, and other employment terms and conditions.

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

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

- Have worked for the employer for at least 12 months;

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

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

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

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

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

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

For additional information or to file a complaint:

1-866-4-USWAGE

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

www.dol.gov/whd

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

Date:

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

_____ for the birth of my child;

_____ for the placement of a child for adoption or foster care;

_____ to care for my child who has a serious health condition;

_____ to care for my parent who has a serious health condition;

_____ to care for my spouse who has a serious health condition; or

_____ because I am seriously ill and unable to perform the essential functions of my position.

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

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

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

_____ continuous

_____ I anticipate that I will be able to return to work on _____.

_____ intermittent leave for the:

_____ birth of my child or adoption or foster care placement subject to agreement by the district

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

Details of the needed intermittent leave:

I anticipate returning to work at my regular schedule on _____

_____ reduced work schedule for the:

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

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

Details of needed reduction in work schedule as follows:

I anticipate returning to work at my regular schedule on _____ .

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

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

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

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

Signed _____

Date _____

405 - Employee Conduct and Appearance

405.1 - Employee Conduct and Appearance (no change)

Employees are role models for the students who come in contact with them during and after school hours. The board recognizes the positive effect employees can have on students in this capacity. To this end, the board strongly suggests and encourages employees to dress themselves, groom themselves and conduct themselves in a manner appropriate to the educational environment.

Employees will conduct themselves in a professional manner. Employees will act appropriately, professionally, and respectful in their roles as employees of the district. As role models for the students of the district, employees must recognize that their failure to act appropriately reflects negatively upon them and upon the district.

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

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

Approved: July 25, 2018

Reviewed: ~~May 23, 2022~~ January 21, 2025

Revised: May 23, 2022

405.1R1 - Employee Conduct and Appearance – Code of Professional Conduct and Ethics

I. ~~Commitment to the Student.~~

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

- 1.—Shall not without just cause restrain the student from independent action in a pursuit of learning and shall not without just cause deny the student access to varying points of view.
- 2.—Shall not deliberately suppress or distort subject matter for which the educator bears responsibility.
- 3.—Shall make reasonable effort to protect the student from conditions harmful to learning or to health and safety.
- 4.—Shall conduct professional business in such a way that the educator does not expose the student to unnecessary embarrassment or disparagement.
- 5.—Shall not on the basis of race, color, creed, age, sex, physical or mental handicap, marital status, or national origin exclude any student from participation in or deny the student benefits under any program nor grant any discriminatory consideration or advantage.
- 6.—Shall not use professional relationships with students for private advantage.
- 7.—Shall keep in confidence information that has been obtained in the course of professional service, unless disclosure serves professional purposes or is required by law.
- 8.—Shall not tutor for remuneration students assigned to the educator's classes; unless no other qualified teacher is reasonably available.

II.—Commitment to the Public:

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

- 1.—Shall not misrepresent an institution or organization with which the educator is affiliated and shall take adequate precautions to distinguish between personal and institutional or organizational views.
- 2.—Shall not knowingly distort or misrepresent the facts concerning educational matters in direct and indirect public expressions.
- 3.—Shall not interfere with a colleague's exercise of political and citizenship rights and responsibilities.
- 4.—Shall not sue institutional privileges for monetary private gain or to promote political candidates or partisan political activities.

- 5.—~~Shall accept no gratuities, gifts, or favors that might impair or appear to impair professional judgment, not offer any favor, service, or thing of value to obtain special advantage.~~

III.—~~Commitment to the Profession:~~

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

- 1.—~~Shall not discriminate on the basis of race, color, creed, age, sex, physical or mental handicap, marital status, or national origin for membership in the profession, nor interfere with the participation or nonparticipation of colleagues in the affairs of their professional associations.~~
- 2.—~~Shall accord just and equitable treatment to all members of the profession in the exercise of their professional rights and responsibilities.~~
- 3.—~~Shall not use coercive means or promise special treatment in order to influence professional decisions of colleagues.~~
- 4.—~~Shall withhold and safeguard information acquired about colleagues in the course of employment, unless disclosure serves professional purposes.~~
- 5.—~~Shall not refuse to participate in a professional inquiry when requested by the commission board.~~
- 6.—~~Shall provide upon the request of the aggrieved party a written statement of specific reason for recommendations that lead to the denial of increments, significant change in employment, or termination of employment.~~
- 7.—~~Shall not misrepresent professional qualifications.~~
- 8.—~~Shall not knowingly distort evaluations of colleagues.~~

IV.—~~Commitment to Professional Employment Practices:~~

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

- 1.—~~Shall apply for, accept, offer, or assign a position or responsibility on the basis of professional preparation and legal qualifications.~~

- 2.—Should recognize salary schedules and the salary clause of an individual teacher’s contract as a binding document on both parties. The educator should not in anyway violate the terms of the contract.
- 3.—Shall not knowingly withhold information regarding a position from an applicant or misrepresent an assignment or conditions of employment.
- 4.—Shall give prompt notice to the employing agency of any change in availability of service, and the employing agent shall give prompt notice of change in availability or nature of a position.
- 5.—Shall adhere to the terms of a contract or appointment unless these terms have been legally terminated, falsely represented, or substantially altered by unilateral action of the employing agency.
- 6.—Shall not delegate assigned tasks to unqualified personnel.
- 7.—Shall use time or funds granted for the purpose for which they were intended.

V.—Commitment of Board Members and Staff:

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

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

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

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

CHAPTER 25

282—25.1(272) Scope of standards. This code of professional conduct and ethics constitutes mandatory minimum standards of practice for all licensed practitioners as defined in Iowa Code chapter 272. The adherence to certain professional and ethical standards is essential to maintaining the integrity of the education profession.

282—25.2(272) Definitions. Except where otherwise specifically defined by law:

“Administrative and supervisory personnel” means any licensed employee such as superintendent, associate superintendent, assistant superintendent, principal, associate principal, assistant principal, or other person who does not have as a primary duty the instruction of pupils in the schools.

“Board” means the Iowa board of educational examiners.

“Discipline” means the process of sanctioning a license, certificate or authorization issued by the board.

“Ethics” means a set of principles governing the conduct of all persons governed by these rules.

“Fraud” means knowingly providing false information or representations on an application for licensure or employment, or knowingly providing false information or representations made in connection with the discharge of duties.

“License” means any license, certificate, or authorization granted by the board.

“Licensee” means any person holding a license, certificate, or authorization granted by the board.

“Practitioner” means an administrator, teacher, or other licensed professional, including an individual who holds a statement of professional recognition, who provides educational assistance to students.

“Responsibility” means a duty for which a person is accountable by virtue of licensure.

“Right” means a power, privilege, or immunity secured to a person by law.

“Student” means a person, regardless of age, enrolled in a prekindergarten through grade 12 school, who is receiving direct or indirect assistance from a person licensed by the board.

“Teacher” means any person engaged in the instructional program for prekindergarten through grade 12 children, including a person engaged in teaching, administration, and supervision, and who is required by law to be licensed for the position held. [ARC 7979B, IAB 7/29/09, effective 9/2/09]

282—25.3(272) Standards of professional conduct and ethics. Licensees are required to abide by all federal, state, and local laws applicable to the fulfillment of professional obligations. Violation of federal, state, or local laws in the fulfillment of professional obligations constitutes unprofessional and unethical conduct which can result in disciplinary action by the board. In addition, it is hereby deemed unprofessional and unethical for any licensee to violate any of the following standards of professional conduct and ethics:

25.3(1) Standard I—conviction of crimes, sexual or other immoral conduct with or toward a student, and child and dependent adult abuse. Violation of this standard includes:

- a. Fraud. Fraud means the same as defined in rule 282—25.2(272).
- b. Criminal convictions. The commission of or conviction for a criminal offense as defined by Iowa law provided that the offense is relevant to or affects teaching or administrative performance.
 - 1) Disqualifying criminal convictions. The board shall deny an application for licensure and shall revoke a previously issued license if the applicant or licensee has, on or after July 1, 2002, been convicted of, has pled guilty to, or has been found guilty of the following criminal offenses,

regardless of whether the judgment of conviction or sentence was deferred:

- i. Any of the following forcible felonies included in Iowa Code section 702.11: child endangerment, assault, murder, sexual abuse, or kidnapping;
 - ii. Any of the following criminal sexual offenses, as provided in Iowa Code chapter 709, involving a child:
 1. First-, second- or third-degree sexual abuse committed on or with a person who is under the age of 18;
 2. Lascivious acts with a child;
 3. Assault with intent to commit sexual abuse;
 4. Indecent contact with a child;
 5. Sexual exploitation by a counselor;
 6. Lascivious conduct with a minor;
 7. Sexual exploitation by a school employee;
 8. Enticing a minor under Iowa Code section 710.10; or
 9. Human trafficking under Iowa Code section 710A.2;
 - iii. Incest involving a child as prohibited by Iowa Code section 726.2;
 - iv. Dissemination and exhibition of obscene material to minors as prohibited by Iowa Code section 728.2;
 - v. Telephone dissemination of obscene material to minors as prohibited by Iowa Code section 728.15;
 - vi. Any offense specified in the laws of another jurisdiction, or any offense that may be prosecuted in a federal, military, or foreign court, that is comparable to an offense listed in subparagraph 25.3(1)“b”(1); or
 - vii. Any offense under prior laws of this state or another jurisdiction, or any offense under prior law that was prosecuted in a federal, military, or foreign court, that is comparable to an offense listed in subparagraph 25.3(1)“b”(1).
- 2) Other criminal convictions and founded child abuse. In determining whether a person should be denied a license or whether a licensee should be disciplined based upon any other criminal conviction, including a conviction for an offense listed in 25.3(1)“b”(1) which occurred before July 1, 2002, or a founded report of abuse of a child, the board shall consider:
- i. The nature and seriousness of the crime or founded abuse in relation to the position sought;
 - ii. The time elapsed since the crime or founded abuse was committed;
 - iii. The degree of rehabilitation which has taken place since the crime or founded abuse was committed;
 - iv. The likelihood that the person will commit the same crime or abuse again;

- v. The number of criminal convictions or founded abuses committed; and
 - vi. Such additional factors as may in a particular case demonstrate mitigating circumstances or heightened risk to public safety.
- c. Sexual involvement or indecent contact with a student. Sexual involvement includes, but is not limited to, the following acts, whether consensual or nonconsensual: fondling or touching the inner thigh, groin, buttocks, anus or breasts of a student; permitting or causing to fondle or touch the practitioner's inner thigh, groin, buttocks, anus, or breasts; or the commission of any sex act as defined in Iowa Code section 702.17.
- d. Sexual exploitation of a minor. The commission of or any conviction for an offense prohibited by Iowa Code section 728.12, Iowa Code chapter 709 or 18 U.S.C. Section 2252A(a)(5)(B).
- e. Student abuse. Licensees shall maintain professional relationships with all students, both inside and outside the classroom. The following acts or behavior constitutes unethical conduct without regard to the existence of a criminal charge or conviction:
 - 1) Committing any act of physical abuse of a student;
 - 2) Committing any act of dependent adult abuse on a dependent adult student;
 - 3) Committing or soliciting any sexual or otherwise indecent act with a student or any minor;
 - 4) Soliciting, encouraging, or consummating a romantic or otherwise inappropriate relationship with a student;
 - 5) Furnishing alcohol or illegal or unauthorized drugs or drug paraphernalia to any student or knowingly allowing a student to consume alcohol or illegal or unauthorized drugs in the presence of the licensee;
 - 6) Failing to report any suspected act of child or dependent adult abuse as required by state law; or
 - 7) Committing or soliciting any sexual conduct as defined in Iowa Code section 709.15(3)“b” or soliciting, encouraging, or consummating a romantic relationship with any person who was a student within 90 days prior to any conduct alleged in the complaint, if that person was taught by the practitioner or was supervised by the practitioner in any school activity when that person was a student.

25.3(2) Standard II—alcohol or drug abuse. Violation of this standard includes:

- a. Being on school premises or at a school-sponsored activity involving students while under the influence of, possessing, using, or consuming illegal or unauthorized drugs or abusing legal drugs.
- b. Being on school premises or at a school-sponsored activity involving students while under the influence of, possessing, using, or consuming alcohol.

25.3(3) Standard III—misrepresentation, falsification of information. Violation of this standard includes:

- a. Falsifying or deliberately misrepresenting or omitting material information regarding professional qualifications, criminal history, college credit, staff development credit, degrees, academic award, or employment history when applying for employment or licensure.
- b. Falsifying or deliberately misrepresenting or omitting material information regarding compliance reports submitted to federal, state, and other governmental agencies.
- c. Falsifying or deliberately misrepresenting or omitting material information submitted in the course of an official inquiry or investigation.
- d. Falsifying any records or information submitted to the board in compliance with the license renewal requirements imposed under 282—Chapter 20.
- e. Falsifying or deliberately misrepresenting or omitting material information regarding the evaluation of students or personnel, including improper administration of any standardized tests, including, but not limited to, changing test answers, providing test answers, copying or teaching identified test items, or using inappropriate accommodations or modifications for such tests.

25.3(4) Standard IV—misuse of public funds and property. Violation of this standard includes:

- a. Failing to account properly for funds collected that were entrusted to the practitioner in an educational context.
- b. Converting public property or funds to the personal use of the practitioner.
- c. Submitting fraudulent requests for reimbursement of expenses or for pay.
- d. Combining public or school-related funds with personal funds.
- e. Failing to use time or funds granted for the purpose for which they were intended.

25.3(5) Standard V—violations of contractual obligations.

- a. Violation of this standard includes:
 - 1) Asking a practitioner to sign a written professional employment contract before the practitioner has been unconditionally released from a current contract, unless the practitioner provided notice to the practitioner’s employing board as set forth in subparagraph 25.3(5)“b”(2).
 - 2) Abandoning a written professional employment contract without prior unconditional release by the employer.
 - 3) As an employer, executing a written professional employment contract with a practitioner which requires the performance of duties that the practitioner is not legally qualified to perform.
 - 4) As a practitioner, executing a written professional employment contract which requires the performance of duties that the practitioner is not legally qualified to perform.

- b. In addressing complaints based upon contractual obligations, the board shall consider factors beyond the practitioner’s control. For purposes of enforcement of this standard, a practitioner will not be found to have abandoned an existing contract if:
 - I. The practitioner obtained a release from the employing board before discontinuing services under the contract; or
 - II. The practitioner provided notice to the employing board no later than the latest of the following dates:
 - a. The practitioner’s last work day of the school year;
 - b. The date set for return of the contract as specified in statute; or
 - c. June 30.

25.3(6) Standard VI—unethical practice toward other members of the profession, parents, students, and the community. Violation of this standard includes:

- a. Denying the student, without just cause, access to varying points of view.
- b. Deliberately suppressing or distorting subject matter for which the educator bears responsibility.
- c. Failing to make reasonable effort to protect the health and safety of the student or creating conditions harmful to student learning.
- d. Conducting professional business in such a way that the practitioner repeatedly exposes students or other practitioners to unnecessary embarrassment or disparagement.
- e. Engaging in any act of illegal discrimination, or otherwise denying a student or practitioner participation in the benefits of any program on the grounds of race, creed, color, religion, age, sex, sexual orientation, gender identity, disability, marital status, or national origin.
- f. Soliciting students or parents of students to purchase equipment, supplies, or services from the practitioner for the practitioner’s personal advantage.
- g. Accepting gifts from vendors or potential vendors where there may be the appearance of or an actual conflict of interest.
- h. Intentionally disclosing confidential information including, but not limited to, unauthorized sharing of information concerning student academic or disciplinary records, health and medical information, assessment or testing results, or family income. Licensees shall comply with state and federal laws and local school board policies relating to the confidentiality of student records, unless disclosure is required or permitted by law.
- i. Refusing to participate in a professional inquiry when requested by the board.
- j. Aiding, assisting, or abetting an unlicensed person in the completion of acts for which licensure is required.
- k. Failing to self-report to the board within 60 days any founded child abuse report, or any conviction for a criminal offense listed in 25.3(1)“b”(1) which requires revocation of the practitioner’s license.
- l. Delegating tasks to unqualified personnel.

- m. Failing to comply with federal, state, and local laws applicable to the fulfillment of professional obligations.
- n. Allowing another person to use one’s practitioner license for any purpose.
- o. Performing services beyond the authorized scope of practice for which the individual is licensed or prepared or performing services without holding a valid license.
- p. Falsifying, forging, or altering a license issued by the board.
- q. Failure of the practitioner holding a contract under Iowa Code section 279.13 to disclose to the school official responsible for determining assignments a teaching assignment for which the practitioner is not properly licensed.
- r. Failure of a school official responsible for assigning licensed practitioners holding contracts under Iowa Code section 279.13 to adjust an assignment if the practitioner discloses to the official that the practitioner is not properly licensed for an assignment.

25.3(7) Standard VII—compliance with state law governing obligations to state or local governments, child support obligations, and board orders. Violation of this standard includes:

- a. Failing to comply with 282—Chapter 8 concerning payment of debts to state or local governments.
- b. Failing to comply with 282—Chapter 10 concerning child support obligations.
- c. Failing to comply with a board order.

25.3(8) Standard VIII—incompetence. Violation of this standard includes, but is not limited to:

- a. Willfully or repeatedly departing from or failing to conform to the minimum standards of acceptable and prevailing educational practice in the state of Iowa.
- b. Willfully or repeatedly failing to practice with reasonable skill and safety.

Approved: July 25, 2018

Reviewed: ~~July 25, 2018~~ January 21, 2025

Revised: July 25, 2018

405.1R1 - Employee Conduct and Appearance – Code of Rights and Responsibilities

CHAPTER 26

282—26.1 (272) Purpose. The code of professional conduct and ethics in 282—Chapter 25 defines unprofessional and unethical conduct justifying disciplinary sanction. The board acknowledges that the discharge of professional obligations should occur in recognition of certain fundamental rights and responsibilities. Accordingly, the board

recognizes the following rights and responsibilities of all educators licensed under IOWA CODE chapter 272 and agrees that the exercise of these rights and responsibilities may present mitigating facts and circumstances in the board's evaluation of allegations of unprofessional or unethical conduct.

282—26.2 (272) Rights. Educators licensed under IOWA CODE chapter 272 have the following rights:

1. The educator has a right to be licensed and endorsed under professional standards established and enforced by the board.
2. The educator has a right to refuse assignments for which the educator is not legally authorized, in terms of holding a valid Iowa license with the appropriate endorsement(s) or approval(s).
3. The educator has a right, subject to board and administrator authority, to exercise professional judgment in the evaluation, selection, and use of teaching methods and instructional materials appropriate to the needs, abilities, and background of each student.

282—26.3 (272) Responsibilities. Educators licensed under IOWA CODE chapter 272 have the following responsibilities:

1. The educator has a responsibility to maintain and improve the educator's professional competence.
2. The educator has a responsibility to accept only those assignments for which the educator is legally authorized.
3. The educator has a responsibility to provide conditions that are conducive to teaching and student learning.
4. The educator shall protect students from conditions harmful to learning or to health or safety.
5. The educator shall not, without just cause, restrain a student from independent action in the pursuit of learning and shall not, without just cause, deny a student access to varying points of view.
6. The educator shall not use professional relationships with students for personal advantage.
7. The educator shall not discriminate against any student on the grounds of race, color, religion, age, sex, sexual orientation, gender identity, disability, marital status, or national origin.
8. The educator shall accord just and equitable treatment to all members of the profession.
9. The educator shall keep in confidence personally identifiable information regarding a student or the student's family members that has been obtained in the course of

professional service, unless disclosure is required by law or is necessary for the personal safety of the student or others.

10. The educator who has reasonable basis to believe that a student has been abused, as defined by law, shall make all reports required by law and the IOWA ADMINISTRATIVE CODE and which are necessary to ensure the safety and well-being of the student.
 11. In the administration of discipline, the educator shall treat all students with respect and in compliance with all policies of the school district served by the educator.
 12. The educator shall provide accurate, truthful, and complete information to the board and to the local education system concerning all licensure transactions.
 13. The educator shall not refuse to participate in a professional inquiry, when requested by the board.
 14. The educator shall not require or direct another educator to violate any provisions of the code of professional conduct and ethics or any rights of a student, parent, educator or citizen.
 15. The educator shall not delegate assigned tasks to unqualified personnel.
-

405.2 - Professionalism and Courtesy in the Workplace/Communications (no changes)

To promote professionalism and collegial interaction in the workplace, the board expects its employees to communicate in the workplace in a professional and courteous manner.

Collaborative meetings and discussions among employees about educational issues may involve confidential information. Such meetings and discussions also are normally most productive and best conducted in an atmosphere of trust and respect.

To engender effective professional communication about educational issues, employees should not record meetings or communications without the knowledge of other participants. Recording of any professional communication should normally also be done by mutual consent of the parties.

Approved: July 25, 2018

Reviewed: ~~May 23, 2022~~ January 21, 2025

Revised: May 23, 2022

405.3 Employee Complaints

Complaints of employees against fellow employees should be discussed directly between employees—**as appropriate for the nature of the complaint. Complaints should be made in**

a constructive and professional manner. Complaints should generally not be made in the presence of other employees, students or outside persons.

~~If necessary, complaints will be brought directly to the immediate supervisor, principal or superintendent and will be made in a constructive and professional manner. Complaints will never be made in the presence of other employees, students or outside persons to include social media.~~ **If the complaint cannot be resolved, the employee may discuss the matter with their** immediate supervisor, principal or superintendent **and will be made in a constructive and professional manner. Complaints will never be made in the presence of other employees, students or outside persons to include social media. If the matter cannot be resolved within 5 days of speaking with the immediate supervisor, the employee may discuss it with the principal within 5 days of the supervisor's decision. If the matter cannot be resolved by the principal, the employee may discuss it with the superintendent within 5 days after speaking with the principal.**

This policy is designed to create an appropriate process for pursuing general employee complaints. Employees wishing to address a complaint on a topic with a more specialized procedure such as master contract grievances, or bullying or harassment claims should follow the appropriate process set forth in the master contract, employee handbook or other board policies specific to that topic.

Approved March 8, 2021

Reviewed ~~My 23, 2022~~

January 21, 2025

Revised May 23, 2022

405.4 Dishonesty

(no changes)

Employees of the District serve in a position of public trust, are compensated with public funds, and are entrusted with public property. Employee actions and behavior must be honest and above reproach at all times. This work rule requires complete honesty in the discharge of an employee's duties, and, unless otherwise prohibited by law, it applies to all conduct whether the employee is on duty or off duty.

The conduct which is prohibited by this work rule includes, but is not limited to, the following:

1. Making statements to representatives of the District which the employee knows or has reason to believe are untrue, inaccurate, or incomplete.
2. Stealing cash, funds, or property of any kind belonging to the District, belonging to a fellow employee, or belonging to other persons who are on District property.
3. Failing to report or to transfer to the District any funds or property belonging to the District.
4. Unauthorized use, possession or removal of vehicles, property or equipment belonging to the District, belonging to a fellow employee, or belonging to other persons who are on District property.

5. Falsification of employment applications or any District records, including, but not limited to, work records and time records. Time record violations include, but are not limited to, claiming time for work which was not performed by the employee and punching/signing another employee in or out.
6. Performing official duties in an unauthorized manner.
7. Charging items for personal use to a District credit card or account, or making unauthorized withdrawals from a District account using a debit card.
8. Misuse or unauthorized use of accounts or allowances (clothing, mileage, meals, etc.).
9. Converting surplus District property to personal use without authorization, or declaring property to be surplus or junk and then converting it to personal use.
10. Making improper claims for overtime when no overtime was worked, or working slowly to create the need for overtime work.
11. Using sick leave, or any other leave of absence, for any purpose which is not authorized.

Employees who violate this policy are subject to disciplinary action, including termination.

Approved March 8, 2021

Reviewed ~~May 23, 2022~~

January 21, 2025

Revised May 23, 2022

405.5 Cooperation in Investigations

(no changes)

All employees are required to fully cooperate with any representative of the District who is conducting a work-related investigation. Employees will be disciplined for lying to any representative of the District, or providing information to any representative of the District which is dishonest, misleading, inaccurate, or incomplete.

Employees will also be disciplined for impeding, obstructing, or failing to cooperate with an inquiry or investigation conducted by any representative of the District. "Obstructing" includes, but is not limited to, threatening, intimidating, or coercing other individuals who may be contacted by a representative of the District, and discouraging other individuals who may be contacted by a representative of the District from responding to or cooperating with the District. "Failing to cooperate" includes, but is not limited to, failing to provide information, documents, or materials requested by a representative of the District, and providing information, documents, or materials to a representative of the District which are dishonest, misleading, inaccurate, or incomplete.

If an employee is the subject of an investigation, the District will respect the rights afforded to the employee by the Iowa Public Employment Relations Act, the United States Constitution, and any other applicable state or federal law.

Approved March 8, 2021

Reviewed ~~May 23, 2022~~ **January 21, 2025**

Revised May 23, 2022

406 - Licensed Employee Evaluation

(no changes)

Evaluation of licensed employees on their skills, abilities, and competence is an ongoing process supervised by the building principals and conducted by approved evaluators. The goal of the formal evaluation of licensed employees, other than administrators, but including extracurricular employees, is to improve the education program, to maintain licensed employees who meet or exceed the board's standards of performance, to clarify the licensed employee's role, to ascertain the areas in need of improvement, to clarify the immediate priorities of the board, and to develop a working relationship between the administrators and other employees.

The formal evaluation criteria is in writing and approved by the board. The formal evaluation will provide an opportunity for the evaluator and the licensed employee to discuss performance and the future areas of growth. The formal evaluation is completed by the evaluator, signed by the licensed employee and filed in the licensed employee's personnel file. This policy supports, and does not preclude, the ongoing informal evaluation of the licensed employee's skills, abilities and competence.

Licensed employees will be required to:

- Demonstrate the ability to enhance academic performance and support for and implementation of the school district's student achievement goals.
- Demonstrate competency in content knowledge appropriate to the teaching position.
- Demonstrate competency in planning and preparation for instruction.
- Use strategies to deliver instruction that meets the multiple learning needs of students.
- Use a variety of methods to monitor student learning.
- Demonstrate competence in classroom management.
- Engage in professional growth.
- Fulfill professional responsibilities established by the school district.

It is the responsibility of the superintendent to ensure licensed employees are evaluated. New and probationary licensed employees are evaluated at least twice each year.

Approved: January 24, 2024

Reviewed: **January 21, 2025**

501.9 - Chronic Absenteeism and Truancy

The district believes that traditional, in-person school attendance leads to the greatest learning opportunities for students. Students who are present in school and engaged active learners take greater ownership over their educational outcomes. For this reason, it is the priority of the district to foster regular student attendance throughout the school year and reduce barriers to regular attendance for students in the district.

Chronic absenteeism/absences means any absence from school for more than ten percent of the days in the quarter/semester established by the district.

Truant/truancy means a child of compulsory attendance age who is absent from school for any reason for at least twenty percent of the days in the quarter/semester. Truancy does not apply to the following students who:

- have completed the requirements for graduation in an accredited school or has obtained a high school equivalency diploma;
- are excused for sufficient reason by any court of record or judge;
- are attending religious services or receiving religious instruction **in accordance with relevant laws**;
- **are unable to attend school due to legitimate medical reasons;**
- **have an individualized education program that affects the student's attendance;**
- **have a plan under section 504 of the federal Rehabilitation Act, 29 U.S.C. §794, that affects the child's attendance;**
- are attending a private college preparatory school accredited or probationally accredited;
- are excused under Iowa Code §299.22; and
- are exempt under Iowa Code §299.24.
- **are a military applicant undergoing military entrance processing;**
- **are engaged in military service;**
- **are traveling to attend a funeral; or**
- **are traveling to attend a wedding.**

Evidence may be shown in written or verbal communications with the building level administration. Reasonable travel time will be afforded for engaging in the exceptions listed above. Students are subject to disciplinary action for truancy including suspension and expulsion. It is within the discretion of the principal to determine, in light of the circumstances, whether a student may make up work missed because of truancy. Students receiving special education services will not be assigned to in-school suspension unless the goals and objectives of the student's Individualized Education Program are capable of being met.

It is the responsibility of the superintendent, in conjunction with the designated school officials, to develop administrative regulations regarding this policy. The administrative regulations will indicate the disciplinary action to be taken for truancy.

Approved September 28, 2022

Reviewed ~~July 26, 2024~~ **February 18, 2026**

Revised ~~August 21, 2024~~ **February 18, 2026**

Red Oak CSD 2026-2027 Calendar

Start: Aug. 24 – Finish: May 27

Summary of Calendar

Days in classroom

- 1st Semester: 82 days
- 2nd Semester: 95 days
- 1st Quarter: 43 days
- 2nd Quarter: 39 days
- 3rd Quarter: 48 days
- 4th Quarter: 47 days

TOTAL CALENDAR DAYS: 177
TEACHER WORKDAYS: 188

CALENDAR LEGEND

Preservice Days	
Begin Semester	
End Quarter	
Holidays	
Vacation Days	
Workday/PD	
PD- 90 min. Early Dismissal	
P/T Conferences	

HOLIDAYS:

- Labor Day (9/7)
- Thanksgiving Day (11/26)
- Christmas Day (12/25)
- New Year's Day (1/1)
- Good Friday (3/26)

Min. Instructional Day = 6.58 hrs.

Approximately 8:00 a.m. to 3:00 p.m.
6.58 hours/395 minutes
(not including 25 minute lunch)

Collaboration/PD Day = 4.58 hrs.

Approximately 8:00 a.m. to 1:00 p.m.
4.58 hours/275 minutes
(not including 25 minute lunch)

M	T	W	Th	F	Days/Hours
August (2026)					
17	18	19	20	21	
24	25	26	27	28	5 28.90
31	2	3	4	5	6 35.48
September (2026)					
31	1	2	3	4	10 59.80
7*	8	9	10	11	14 84.12
14	15	16	17	18	19 115.02
21	22	23	24	25	24 145.92
28	29	30	1	2	27 165.66
October (2026)					
28	29	30	1	2	29 176.82
5	6	7	8	9	34 207.72
12	13	14	15	16	39 240.62
19	20	21	22	23	43 264.94
26	27	28	29	30	48 295.84
November (2026)					
2	3	4	5	6	53 326.74
9	10	11	12	13	58 357.64
16	17	18	19	20	63 388.54
23	24	25	26*	27	65 401.70
30	1	2	3	4	66 408.28
December (2026)					
30	1	2	3	4	70 432.60
7	8	9	10	11	75 463.50
14	15	16	17	18	80 494.40
21	22	23	24	25*	82 507.56
28	29	30	31	1	82 507.56
January (2027)					
28	29	30	31	1*	82 507.56
4	5	6	7	8	86 531.88
11	12	13	14	15	91 562.78
18	19	20	21	22	95 587.10
25	26	27	28	29	100 618.00
February (2027)					
1	2	3	4	5	105 648.90
8	9	10	11	12	110 679.80
15	16	17	18	19	115 712.70
22	23	24	25	26	120 743.60
March (2027)					
1	2	3	4	5	125 774.50
8	9	10	11	12	130 805.40
15	16	17	18	19	130 805.40
22	23	24	25	26*	134 831.72
29	30	31	1	2	137 851.46
April (2027)					
29	30	31	1	2	139 862.62
5	6	7	8	9	144 893.52
12	13	14	15	16	149 924.42
19	20	21	22	23	153 948.74
26	27	28	29	30	158 979.64
May (2027)					
3	4	5	6	7	163 1010.54
10	11	12	13	14	168 1041.44
17	18	19	20	21	173 1072.34
24	25	26	27	28	177 1095.06
31	1	2	3	4	
June (2027)					
31	1	2	3	4	
7	8	9	10	11	
14	15	16	17	20	

Date Events

Aug. 19-21	Preservice Days
Aug. 24	Begin 1 st Semester
Sept. 7	Labor Day: No School
Sept. 25	Two Hour Early Dismissal: Homecoming
Oct. 14	P/T Conferences
Oct. 15	No School: P/T Conferences
Oct. 16	No School
Oct. 19	No School: Teacher PD
Oct. 23	End 1 st Quarter (43 days)
Oct. 26	Begin 2 nd Quarter
Nov. 25-27	No School: Thanksgiving Break
Nov. 26	No School: Thanksgiving
Dec. 22	End 2 nd Quarter (39 days)
Dec. 23 - Jan. 1	Christmas Break
Dec. 25	No School: Christmas
Jan. 1	No School: New Years
Jan. 4	No School: Teacher Workday
Jan. 5	Begin 3 rd Quarter/2 nd Semester
Jan. 18	No School: MLK Day
Feb. 17	Parent/Teacher Conferences
Feb. 18	No School: P/T Conferences
Feb. 19	No School
Mar. 12	End 3 rd Quarter (48 days)
Mar. 15-19	No School: Spring Break
Mar. 22	Begin 4 th Quarter
Mar. 26	No School: Good Friday
Apr. 19	No School: Teacher PD
May 21	Seniors' Last Day
May 23	Graduation
May 27	End 4 th Quarter (47 days)
May 27	11:00 Early Dismissal/Last Day
May 27	Teacher's Last Day
May 31	Memorial Day

* Additional Paid Teacher Contract Day

Red Oak Community School

80086-0005

Rating Period: 7/1/2026 through 6/30/2027

Iowa Educator Group Insurance Trust

Enrollment by Benefit:

<u>Plan Name</u>	<u>Single</u>	<u>Family</u>
Select 2500	50	3
Select 1500	19	0
HDHP 5000 E	36	6

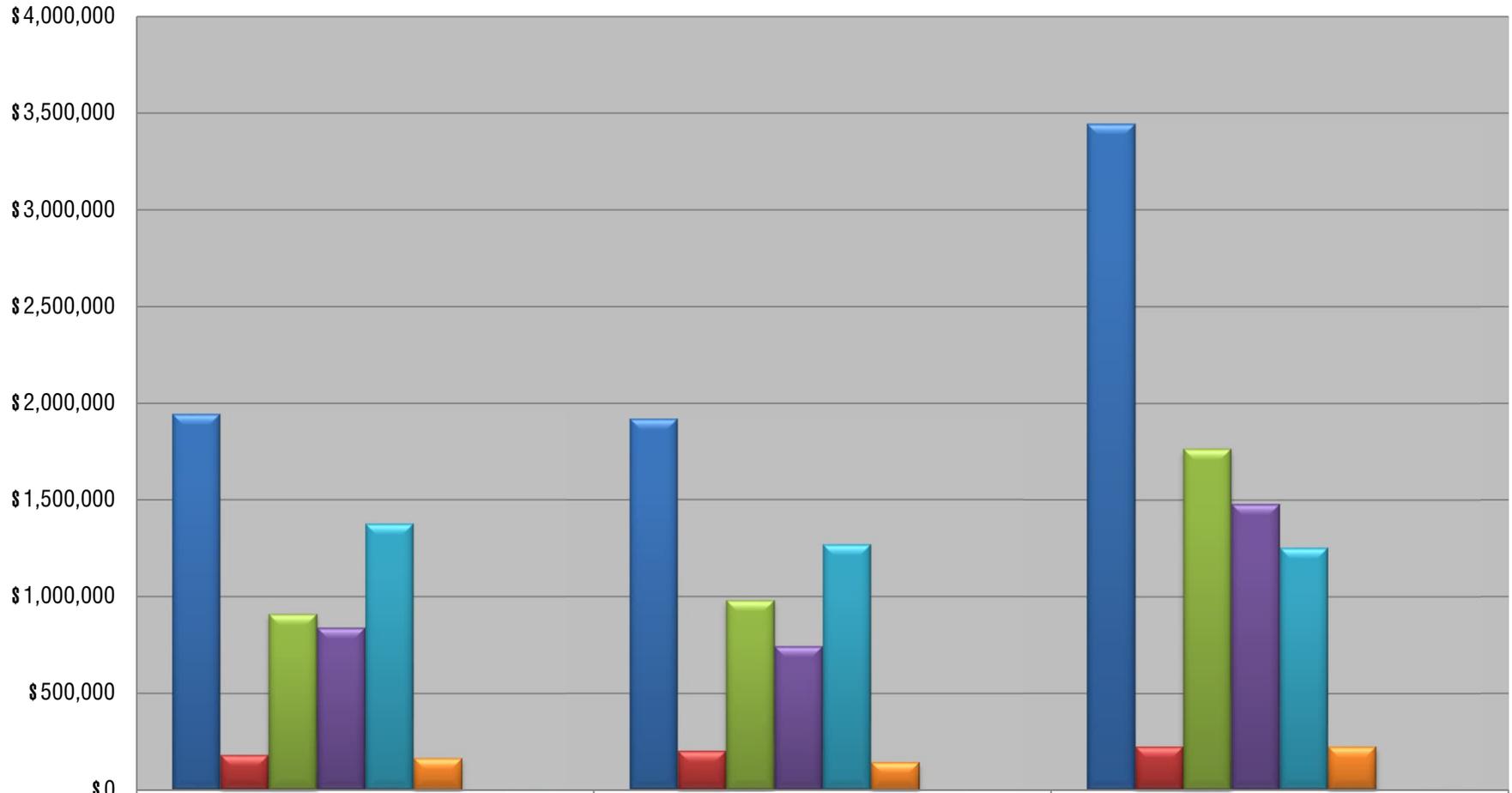
Enrollment numbers are from Wellmark

7/25 Rates Including Consultant Fee By Benefit:			7/26 Rates Including Consultant Fee By Benefit:			
<u>Plan Name</u>	<u>Single</u>	<u>Family</u>	<u>Plan Name</u>	<u>Single</u>	<u>Family</u>	<u>Overall % Change</u>
Select 2500	\$861.15	\$2,463.06	Select 2500	\$945.48	\$2,707.42	9.81%
Select 1500	\$922.95	\$2,644.96	Select 1500	\$1,011.74	\$2,902.46	9.62%
HDHP 5000 E	\$681.53	\$1,934.29	HDHP 5000 E	\$743.26	\$2,112.15	9.10%
<i>Rate includes HIF</i>			<i>Rate includes HIF</i>			

	MONTHLY	ANNUAL
A. Estimated Monthly Premium Based on Current Enrollment and Rates Including Consultant Fee:	\$104,124	\$1,249,485
B. Estimated Monthly Premium Based on Current Enrollment and Quoted Rates Including Consultant Fee:	\$114,049	\$1,368,593
C. Estimated Percentage Change in Monthly Premium with Benefit Adjusted Increase (B Divided By A):	9.53%	\$12,005.21 <i>Annual / Emp</i>

All estimates are based upon the information available at a point in time, and are subject to unforeseen and random events. Therefore, any projection must be interpreted as having a likely range of variability from the estimate. Any estimate or projection may not be used or relied upon by any other party or for any other purpose than for which it was issued by Mercer. Mercer is not responsible for the consequences of any unauthorized use.

RED OAK CSD CLAIMS ILLUSTRATION 2022 - 2025



	10/1/2022-9/30/2023	10/1/2023-9/30/2024	10/1/2024-9/30/2025
■ Covered Charge	\$ 1,943,505	\$ 1,918,087	\$ 3,445,398
■ Member Liability	\$ 182,030	\$ 203,834	\$ 227,201
■ Provider Savings	\$ 909,978	\$ 980,947	\$ 1,765,266
■ Claims Paid	\$ 840,042	\$ 743,547	\$ 1,480,136
■ Premium Paid	\$ 1,377,292	\$ 1,269,290	\$ 1,254,229
■ Pharmacy Paid	\$ 166,918	\$ 146,444	\$ 225,837
■ Pharmacy % of Total Paid	19.87%	19.70%	15.26%
■ Loss Ratio	60.99%	58.58%	118.01%

Quote: Zoom One for Education School and Campus Plus US/Canada Annual

Green Hills AEA

Offer Expires: 03/06/2026

Halverson Center for Education
24997 Highway 92
Council Bluffs, IA 51502

712-366-7768
darek@ghaea.org
www.ghaea.org

Date:
Quote #:

02/04/2026
150

School

Red Oak CSD
604 S Broadway St
Red Oak, IA 51566 USA
Attn: Kevin Herrick

Phone: 712-623-6600

Authorized Signature: _____ Date: _____

Printed Name:

Description	Unit cost	Qty/Hr rate	Amount
Zoom One for Education School and Campus Plus US/Canada Annual Zoom Video Communications, Inc. - Z1-EDU-SC-US-1YP	\$149.00	20	\$2,980.00
Zoom Phone Common Area Only - Annual Tier Start: 1 Tier End 9 Zoom Video Communications, Inc. - PAR1-ZP-COMM-1YR	\$40.00	120	\$4,800.00
Zoom Phone Pay As You Go - Overage Fee - \$1 Per Unit Exceeded Zoom Video Communications, Inc. - ZP-PAYG-USG-OVG	\$0.00	1	\$0.00
Zoom Phone Pay As You Go Usage Zoom Video Communications, Inc. - ZP-PAYG-USG	\$0.00	0	\$0.00
USF-Fee Estimate (subject to change) Zoom Video Communications, Inc. - USF FEE	\$97.88	1	\$97.88

Special notes and instructions
Auto Renew: Yes Initial Paid Subscription Term: 36 Months Paid Period Start Date: Free Period Start Date: The Common Area Phones when calling out are metered at around \$0.03/minute. Block of minutes can be purchased as well.

SUBTOTAL	\$7,877.88
DISCOUNT	-\$0.00
(TAX RATE)	0%
TAX	\$0.00
TOTAL	\$7,877.88

Licensee agrees that any order for public sector customers will be governed by the terms and conditions of the Zoom Terms of Service which are found at https://www.carahsoft.com/application/files/3115/7246/0744/Zoom_TOS_Final_10.19.pdf as well as Zoom Service's description, located at <https://explore.zoom.us/en/services-description/>.

The Privacy Policy has been updated and may be found here <https://zoomgov.com/privacy>.

The Terms of Service for non public sector customers may be found here <https://zoom.us/terms> as well as Zoom Service's description, located at <https://explore.zoom.us/en/services-description/>.

Overage charges can be incurred for cloud recording and audio conferencing licenses. Policy and pricing information may be found here <https://support.zoom.us/hc/en-us/articles/360060661511-Cloud-recording-storage-capacity> <https://zoom.us/zoomconferencing/rates>

Please note provisioning of Zoom licenses can take 4-7 business days

24997 Highway 92, Council Bluffs, IA 51503

Tel: 712-366-0503 | Fax: 712-366-7772 | darek@ghaea.org | www.ghaea.org



Service Agreement

RFQ: 6042248194



Sales Representative: Adam Southwell
Term of Contract: 36 Months
Quoted pricing valid until 02/12/2026

Company: Red Oak School District
Contact Name: Kevin Herrick
Street Address : 2011 N 8TH ST
Suite Number :
City, State : RED OAK, IA
Zip Code : 51566
Contact Phone: (712) 201-1707
Contact Email: herrickk@redoakschools.org

Products and Services for 2011 N 8TH ST, RED OAK, IA 51566	Quantity	Unit Price	Total
Different 'Ship To' Address? No			
Voice Services			
Advanced User (101 - 250)	5	\$12.50	\$62.50
Professional User (101 to 250)	148	\$7.18	\$1,062.64
VIP Enterprise Fax Additional DID (requires Fax package)	2	\$2.97	\$5.94
Extra DIDs	147	\$0.75	\$110.25
VIP Enterprise Fax with DID (500 Pages)	1	\$19.47	\$19.47
Additional Fax ATA Monthly Service Charge	2	\$3.72	\$7.44
	Site Total	One-Time	Monthly
		\$0.00	\$1,268.24
	Order Totals	One-Time	Monthly
		\$0.00	\$1,268.24

Special Comments:



Service Agreement

RFQ: 6042248194

The amount due at signing of this agreement is \$0.00 plus applicable taxes and fees.

We bill monthly according to your 36 month agreement. If you have purchased any equipment from us, that payment will be in the initial payment. Additions to each location's contract are co-terminus and will be added to your existing agreement. Standard and customary fees and taxes including public utility taxes and other required assessments will apply.

By signing this quote, you agree (1) to pay the monthly service fee for each month of the entire term of this agreement; (2) to allow Crexendo to bill the Company, terms due on receipt or the Company's submitted form of automatic debit in advance of each month services; (3) that upon failure to make monthly payment(s) as required Company will be subject to Section 6 of Crexendo's provided terms of service; (4) that this quote supersedes all prior quotes, communications or agreements (whether oral or written) relating to the terms or pricing of Crexendo services or products; (5) you-Company have read agree to and are bound by the Terms and Conditions for the Crexendo Services that are located at <http://www.crexendo.com/docs/Telecom-Terms-of-Service.pdf> which terms apply to your use of the Crexendo Services.

Signature: _____

Date: _____

Print Name: _____

Title: _____



Service Agreement

RFQ: 6042248194



Sales Representative: Adam Southwell
Term of Contract: 60 Months
Quoted pricing valid until 02/12/2026

Company: Red Oak School District
Contact Name: Kevin Herrick
Street Address: 2011 N 8TH ST
Suite Number: _____
City, State: RED OAK, IA
Zip Code: 51566
Contact Phone: (712) 201-1707
Contact Email: herrickk@redoakschools.org

Products and Services for 2011 N 8TH ST, RED OAK, IA 51566	Quantity	Unit Price	Total
Different 'Ship To' Address? No			
Voice Services			
Advanced User (101 - 250)	5	\$11.10	\$55.50
Professional User (101 to 250)	148	\$6.62	\$979.76
VIP Enterprise Fax Additional DID (requires Fax package)	2	\$2.97	\$5.94
Extra DIDs	147	\$0.75	\$110.25
VIP Enterprise Fax with DID (500 Pages)	1	\$18.17	\$18.17
Additional Fax ATA Monthly Service Charge	2	\$4.47	\$8.94
Activation Charges			
Advanced User (101 - 250)	5	\$0.00	\$0.00
Professional User (101 to 250)	148	\$0.00	\$0.00
VIP Enterprise Fax Additional DID (requires Fax package)	2	\$0.00	\$0.00
Extra DIDs	147	\$0.00	\$0.00
VIP Enterprise Fax with DID (500 Pages)	1	\$0.00	\$0.00
Additional Fax ATA Monthly Service Charge	2	\$0.00	\$0.00

Site Total	One-Time	Monthly
	\$0.00	\$1,178.56
Order Totals	One-Time	Monthly
	\$0.00	\$1,178.56

Special Comments:



Service Agreement

RFQ: 6042248194

The amount due at signing of this agreement is \$0.00 plus applicable taxes and fees.

We bill monthly according to your 60 month agreement. If you have purchased any equipment from us, that payment will be in the initial payment. Additions to each location's contract are co-terminus and will be added to your existing agreement. Standard and customary fees and taxes including public utility taxes and other required assessments will apply.

By signing this quote, you agree (1) to pay the monthly service fee for each month of the entire term of this agreement; (2) to allow Crexendo to bill the Company, terms due on receipt or the Company's submitted form of automatic debit in advance of each month services; (3) that upon failure to make monthly payment(s) as required Company will be subject to Section 6 of Crexendo's provided terms of service; (4) that this quote supersedes all prior quotes, communications or agreements (whether oral or written) relating to the terms or pricing of Crexendo services or products; (5) you-Company have read agree to and are bound by the Terms and Conditions for the Crexendo Services that are located at <http://www.crexendo.com/docs/Telecom-Terms-of-Service.pdf> which terms apply to your use of the Crexendo Services.

Signature: _____

Date: _____

Print Name: _____

Title: _____



Service Agreement

RFQ: 6042248194

The amount due at signing of this agreement is \$0.00 plus applicable taxes and fees.

We bill monthly according to your 1 month agreement. If you have purchased any equipment from us, that payment will be in the initial payment. Additions to each location's contract are co-terminus and will be added to your existing agreement. Standard and customary fees and taxes including public utility taxes and other required assessments will apply.

By signing this quote, you agree (1) to pay the monthly service fee for each month of the entire term of this agreement; (2) to allow Crexendo to bill the Company, terms due on receipt or the Company's submitted form of automatic debit in advance of each month services; (3) that upon failure to make monthly payment(s) as required Company will be subject to Section 6 of Crexendo's provided terms of service; (4) that this quote supersedes all prior quotes, communications or agreements (whether oral or written) relating to the terms or pricing of Crexendo services or products; (5) you-Company have read agree to and are bound by the Terms and Conditions for the Crexendo Services that are located at <http://www.crexendo.com/docs/Telecom-Terms-of-Service.pdf> which terms apply to your use of the Crexendo Services.

Signature: _____

Date: _____

Print Name: _____

Title: _____



Phone System

Quote #MC145769 v3

Prepared For:

Red Oak Community School Dist

Kevin Herrick
604 S Broadway Street

RED OAK, Iowa 51566

P:
E: herrickk@redoakschools.org

Contract:

Prepared by:

North Sioux City

Matt Collins
105 Gateway Drive
North Sioux City, South Dakota 57049

P: 866.804.4388
E: mcollins@1rti.com

Date Issued:

02.16.2026

Expires:

03.13.2026

Hardware		Price	Qty	Ext. Price
 <p>82M86AA Poly Edge E100 IP Phone - Corded - Corded - 3 Multiple Conferencing - Desktop, Wall Mountable - White, Midnight Blue - VoIP - 2.8" LCD - 2 x Network (RJ-45) - PoE Ports</p>		\$83.55	125	\$10,443.75
 <p>82M90AA Poly Edge E450 IP Phone - Corded - Corded/Cordless - Bluetooth, NFC, Wi-Fi - 3 Multiple Conferencing - Desktop, Wall Mountable - White, Midnight Blue - VoIP - 3.5" LCD - IEEE 802.11a/b/g/n/ac - 2 x Network (RJ-45) - PoE Ports</p>		\$190.26	16	\$3,044.16
 <p>85W93AA Poly Edge E Phone Expansion Module</p>		\$157.67	2	\$315.34
			Subtotal:	\$13,803.25

Quote Summary	Amount
Hardware	\$13,803.25
Total:	\$13,803.25

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors.



Thank you for choosing CDW. We have received your quote.

Hardware Software Services IT Solutions Brands Research Hub

QUOTE CONFIRMATION

KEVIN HERRICK,

Thank you for considering CDW•G for your technology needs. The details of your quote are below. **If you are an eProcurement or single sign on customer, please log into your system to access the CDW site.** You can search for your quote to retrieve and transfer back into your system for processing.

For all other customers, click below to convert your quote to an order.

Convert Quote to Order

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
PTKW488	2/13/2026	PTKW488	6038614	\$580.00

QUOTE DETAILS

ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
<u>Poly Edge E450 IP Phone and PoE-enabled GSA TAA</u> Mfg. Part#: 8F3G9AA Contract: Sourcewell 121923-CDWG Tech Catalog (121923)	2	8269236	\$290.00	\$580.00

SUBTOTAL	\$580.00
SHIPPING	\$0.00
SALES TAX	\$0.00
GRAND TOTAL	\$580.00

PURCHASER BILLING INFO	DELIVER TO
Billing Address: RED OAK COMMUNITY SCHOOL DISTRICT LISA JOINT - ACCOUNTS PAYABLE 604 S BRDWAY ST RED OAK, IA 51566 Phone: (712) 623-6600 Payment Terms: NET 30 Days-Govt/Ed	Shipping Address: RED OAK COMMUNITY SCHOOL DISTRICT KEVIN HERRICK 604 S BRDWAY ST RED OAK, IA 51566 Phone: (712) 623-6600 Shipping Method: DROP SHIP-GROUND
	Please remit payments to: CDW Government 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515



Sales Contact Info

Alexa Cohen | (877) 626-4751 | alecohe@cdwg.com

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Convert Quote to Order

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
PTKW382	2/13/2026	PTKW382	6038614	\$3,360.00

QUOTE DETAILS

ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
<u>Poly Edge E450 IP Phone - Corded - Corded Cordless - Bluetooth, NFC, Wi-Fi</u>	14	7597125	\$240.00	\$3,360.00
Mfg. Part#: 82M90AA Contract: Sourcewell 121923-CDWG Tech Catalog (121923)				

SUBTOTAL	\$3,360.00
SHIPPING	\$0.00
SALES TAX	\$0.00
GRAND TOTAL	\$3,360.00

PURCHASER BILLING INFO	DELIVER TO
Billing Address: RED OAK COMMUNITY SCHOOL DISTRICT LISA JOINT - ACCOUNTS PAYABLE 604 S BRDWY ST RED OAK, IA 51566 Phone: (712) 623-6600 Payment Terms: NET 30 Days-Govt/Ed	Shipping Address: RED OAK COMMUNITY SCHOOL DISTRICT KEVIN HERRICK 604 S BRDWY ST RED OAK, IA 51566 Phone: (712) 623-6600 Shipping Method: DROP SHIP-GROUND
	Please remit payments to: CDW Government 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515



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Convert Quote to Order

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
PTKW336	2/13/2026	PTKW336	6038614	\$13,020.00

QUOTE DETAILS

ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
<u>Poly Edge F100 IP Phone - Corded - Corded - 3 Multiple Conferencing - Deskt</u> Mfg. Part#: 82M86AA Contract: Sourcewell 121923-CDWG Tech Catalog (121923)	124	7597780	\$105.00	\$13,020.00

SUBTOTAL	\$13,020.00
SHIPPING	\$0.00
SALES TAX	\$0.00
GRAND TOTAL	\$13,020.00

PURCHASER BILLING INFO	DELIVER TO
Billing Address: RED OAK COMMUNITY SCHOOL DISTRICT LISA JOINT - ACCOUNTS PAYABLE 604 S BRDWAY ST RED OAK, IA 51566 Phone: (712) 623-6600 Payment Terms: NET 30 Days-Govt/Ed	Shipping Address: RED OAK COMMUNITY SCHOOL DISTRICT KEVIN HERRICK 604 S BRDWAY ST RED OAK, IA 51566 Phone: (712) 623-6600 Shipping Method: Expeditors Deferred 3-5 Days
	Please remit payments to: CDW Government 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515



Sales Contact Info

Alexa Cohen | (877) 626-4751 | alecohe@cdwg.com

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FMTC Services Quote
2/13/2026

Location	Site Address	One Time Costs	Quantity	Description
Red Oak Community Schools	604 S Broadway St	\$3,600	16	Polycom E450 Phone @ \$225 each
	Red Oak, IA 51566	\$350	2	Polycom E450 expansion Side car @ \$175 each
		\$17,360	124	Polycom E100 Phone @ \$140 each
			***	Polycom is implementing an across the board price increase and we have not received that information yet. This quote will go up but not to exceed a 4% increase of \$852.40.
Location(s) Total		\$21,310	142	

Approved By: _____
Red Oak Community Schools Representative

Date: _____

Price Quote valid for 60 days
Prepared by
Craig Hagenau
Farmers Mutual Telephone Company
410 Broad Ave
Stanton, IA 51573
(712) 829-7339
chagenau@fmcnet.com

RESOLUTION APPROVING THE RED OAK CSD 2026-2027 DROPOUT PREVENTION/AT-RISK PLAN

Each year, the school board must, by resolution, review and approve the district's dropout prevention (DOP) plan and related property taxes to implement the DOP plan.

WHEREAS, the district is committed to helping those students that are at risk of dropping out of school or have dropped out of school, and preventing students from dropping out of school;
and

WHEREAS, Iowa Code requires school boards to review and approve district dropout prevention plans, and also to approve property taxes to fund those plans;

BE IT RESOLVED, that the Board of Education of the Red Oak Community School District, pursuant to Iowa Code 257.38, hereby adopts the At-Risk/Dropout Prevention Program Plan for the 2026-2027 school year, including the adoption of the Dropout Prevention Program Plan budget that complies with the Program Plan, and the Dropout Prevention Program plan property tax rate for fiscal year 2027.

PASSED AND APPROVED this 18st day of February 2026

Bret Blackman, Board President

Attest:

Heidi Harris, Board Secretary



RED OAK
COMMUNITY SCHOOL DISTRICT

At-Risk/Drop Out Prevention Plan
2026-2027

I. Program Purpose

The purpose of the Dropout Prevention (DOP) Program is to provide targeted, research-based supports for students who are identified as at risk of disengagement, academic failure, or dropping out of school. The program emphasizes early identification, timely intervention, and coordinated services aligned with Iowa Code 257.38–257.41.

II. Program Goals, Objectives, and Activities

The objective of this program is to improve student engagement, attendance, and academic success while reducing behavioral barriers to learning. The program will provide targeted, individualized supports for students who are at risk of dropping out or returning after disengagement, ensuring each has a personalized success plan that addresses barriers to graduation. In addition, the program will strengthen student transitions between school levels and increase positive adult-student relationships to support the whole child and promote long-term persistence and achievement.

Goal 1: Increase student engagement and academic success.

Objectives

- Improve school attendance for identified students.
- Increase the percentage of at-risk students passing core academic courses.
- Reduce office referrals and suspensions for identified students.

Activities

- Provide check-in/check-out mentoring for at-risk students.
 - Offer targeted academic intervention blocks, tutoring, credit recovery and summer school for at-risk students.
 - Implement evidence-based SEL and behavioral supports (e.g., Conscious Discipline, restorative practices, trauma-informed and poverty-responsive practices, and whole-child supports).
 - Provide school based mental health supports for at-risk students.
 - Maintain alternative pathways for secondary students, including online coursework, work-based learning experiences, and modified schedules.
 - Solicit feedback and recommendations from the School Improvement Advisory Committee (SIAC) based on its annual review and analysis of district at-risk and dropout data to support planning, monitoring, and continuous improvement of dropout prevention efforts.
-

Goal 2: Provide individualized supports for potential and returning dropouts.

Objectives

- Increase re-engagement rates of returning dropouts.
- Ensure students have access to a range of academic pathways and learning options tailored to their unique needs, interests, and future plans.
- Ensure each identified student has an individualized success plan addressing barriers to graduation.

Activities

- Develop individualized learning plans (ILPs) with students, families, counselors, and administrators.
 - Provide flexible scheduling, online recovery options, and competency-based credit opportunities.
 - Expand the district's alternative education programming to include an online and blended learning option for non-traditional and credit-deficient students, providing access to core academic and elective coursework through existing digital platforms and staff supports, with administrative approval required for participation. This option will be designed to increase student engagement, reduce out-of-district enrollment, and support progress toward graduation.
 - Develop and implement a tiered diploma framework that provides flexible graduation pathways aligned to student needs, including options that support career and technical education participation and alternative or credit-recovery programming, while maintaining state requirements and academic expectations for all students.
 - Coordinate wraparound supports (mental health referral, transportation assistance, attendance plans).
-

Goal 3: Strengthen transitions, relationships, and whole-child supports.

Objectives

- Support transitions from elementary to middle school and from middle to high school.
- Increase positive adult-student connections for at-risk youth.
- Increase access to coordinated services, resources, and learning opportunities for at-risk students through strengthened collaboration with community and external partners.

Activities

- Implement transition programs (6th-to-7th and 8th-to-9th grade orientation, advisory groups, mentoring).
- Utilize community partners for behavioral health, mentoring, and family engagement services.

- Actively engage community partners and external organizations through grants and collaborative agreements to deliver coordinated supports and expanded learning opportunities that address academic, social, and non-academic barriers faced by at-risk students.
-

III. Student Identification Criteria and Procedures

The Red Oak Community School District uses multiple criteria and methods to identify students who may be at risk. Identification may occur through referrals from teachers, counselors, administrators, support staff, family members, peers, students themselves, or outside agencies, as well as through academic and behavioral assessments, including formative and summative measures and building-level student assistance teams. Information from these sources is reviewed to determine whether students require supplemental, intensive, or no additional support. Designated administrators and certified staff oversee the identification, monitoring, and intervention process. Additional guidance and tiered supports are outlined within the district's instructional discipline model, building-level expectations for weekly intervention meetings, attendance and graduation coach roles, and learning team data-driven decision-making processes used to address student academic and behavioral needs.

Criteria

Students may be identified as at risk using one or more of the following indicators:

- Chronic absenteeism (10% or more).
- Failing or near-failing grades in core courses.
- Reading/math performance below benchmark.
- Behavioral referrals or repeated in-school/out-of-school suspensions.
- Retention in grade level or credit deficiency.
- Family or personal circumstances affecting performance (poverty, mobility, homelessness, trauma, mental health factors).
- Previous dropout or long-term disengagement.

Procedures

1. **Universal Screening** conducted three times per year using attendance, coursework, behavioral, and assessment data.
2. **Referral Process** allowing teachers, counselors, administrators, and parents to refer students for review.
3. **Weekly Problem-Solving Team Meetings** to review multiple data sources, identify student needs, select appropriate interventions, and monitor progress as part of the MTSS process.
4. **At-Risk Review Team** meets monthly to examine data and determine eligibility.
5. **Documentation** maintained in the student information system and reviewed at semester.

6. **Parent/Guardian Notification** provided upon placement into the DOP program and when services change. This process includes notification for students in early literacy and mathematics who are persistently performing below established benchmarks.
-

IV. Staff In-Service Education Design

The district will provide annual professional learning focused on:

- Evidence-based interventions for at-risk learners.
 - Social-emotional and behavioral support practices (belonging time, relationship building, restorative practices, trauma-informed and poverty-responsive practices, and whole-child supports).
 - Effective engagement strategies, including check-in/check-out and mentoring.
 - Attendance improvement strategies.
 - Structured seminars strategies to provide academic and social-emotional/behavioral health (SEBH) supports targeted instruction, skill development, and relationship-building.
 - Legal requirements for at-risk and dropout prevention programs.
Training will be delivered through AEA support, district PD days, online modules, and targeted coaching.
-

V. Staff Utilization Plan

To maximize limited resources, the district will:

- Assign a portion of each building counselor or student services coordinator to oversee at-risk programming and ILPs.
- Utilize certified teachers for intervention periods, tutoring, and credit recovery.
- Use a paraprofessional or student success liaison to assist with monitoring attendance, facilitating check-ins, and supporting SEL groups.
- Provide structured seminars to provide targeted academic and social-emotional/behavioral supports through dedicated time for skill development, progress monitoring, and relationship-building. Students receive instruction in organization, study skills, goal setting, self-regulation, and decision-making, while staff monitor progress, address concerns early, and connect students to additional supports in a supportive, small-group setting.
- Provide Weekly Study Table to provide structured, supervised time for students to complete academic work, receive academic support, and develop effective study habits, while promoting accountability, organization, and academic success. The program supports both student athletes and non-athletes by offering access to adult guidance, peer support, and monitoring to help students stay on track academically and address concerns early.

- Engage community partners to supplement mentoring, mental health supports, and transition programming.
- Ensure regular collaboration between administrators, counselors, teachers, and special education staff.

VI. Evaluation Criteria, Procedures, and Performance Measures

Annual Performance Measures

The district will evaluate progress based on:

- Attendance rates and reduction in chronic absenteeism.
- Percentage of at-risk students passing core academic classes.
- Credit accrual for secondary at-risk students.
- Decrease in behavioral referrals and suspensions.
- Engagement levels of returning dropouts (course completion, consistent attendance).
- Graduation rates and dropout rates (annual and 4-year cohort).

Evaluation Procedures

- Data collected at each grading period and reviewed by the At-Risk Review Team.
- Annual report submitted to the board summarizing progress, challenges, and recommendations.
- Adjustments to intervention strategies based on measurable outcomes.

VII. Program Budget

Category	Estimated Cost	Description
Personnel (Teacher intervention time, counselors, student liaison, alternative programming staff)	\$336,500	Salaries/benefits supported through DOP and supplemental funds
Professional Development	\$5,000	AEA training, SEL/restorative training
Instructional Supports	\$207,000	Credit recovery software, tutoring materials, Conscious Discipline, SEL curriculum (curriculum review year)
Student Supports	\$6,000	Transportation assistance, mentoring programs

Evaluation & Reporting	\$1,000	Data tools, assessment supports
Administrative Supports	\$168,500	Behavior and attendance supports

Total Estimated Budget: \$724,000

(Actual amounts will be adjusted annually based on curriculum cycles, enrollment and available modified supplemental amount.)

VIII. Qualifications Required of Personnel Delivering the Program

- **Licensed Teachers** with appropriate Iowa certification for academic interventions.
- **School Counselors** licensed by the BOEE.
- **Student Success Liaison or Paraeducator** meeting Iowa paraeducator requirements.
- **Administrators** licensed in school administration overseeing implementation.
- **Contracted Provider Qualifications** (e.g., mental health professionals) must meet state licensure requirements.

IX. Program for At-Risk Students

The district's at-risk program will include:

- Personalized learning plans and goal setting.
- Targeted academic interventions, tutoring, and credit recovery.
- Behavioral and SEL supports, including small groups and mentoring.
- Family engagement supports (home visits, attendance meetings, conferences).
- Alternative pathways for secondary students, including part-time enrollment in alternative programs, work-based learning, and online learning options.
- Collaboration with AEA and community providers for behavioral health services.

X. Provision for Identifying At-Risk Students

The district uses a multi-tiered system of support (MTSS) to identify students through:

- Early warning indicators (attendance, grades, behavior).
- Benchmark and progress-monitoring assessments.
- Teacher and parent referrals.

- Regular review of student data by the At-Risk Review Team and building Problem-Solving Teams

Students meeting identification criteria receive services based on need intensity and an individualized intervention plan.

2027 Request for Proposal (RFP) for Fixed Price Contract

Completed sealed proposals must be received by
_____, _____ CST

Questions about the RFP must be submitted in writing by
_____, _____ CST

RFP Issued by:

Bureau of Nutrition & Health Services of the Iowa Department of Education
Grimes State Office Building
400 East 14th Street
Des Moines, IA 50319-0146
Phone (515) 281-5356
Fax (515) 242-5988

Website: <https://educate.iowa.gov/pk-12/operation-support/nutrition-programs>

USDA Nondiscrimination Statement

All FNS nutrition assistance programs, State or local agencies, and their subrecipients, must post the following Nondiscrimination Statement:

In accordance with federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, this institution is prohibited from discriminating on the basis of race, color, national origin, sex (including gender identity and sexual orientation), disability, age, or reprisal or retaliation for prior civil rights activity.

Program information may be made available in languages other than English. Persons with disabilities who require alternative means of communication to obtain program information (e.g., Braille, large print, audiotope, American Sign Language), should contact the responsible state or local agency that administers the program or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339.

To file a program discrimination complaint, a Complainant should complete a Form AD-3027, USDA Program Discrimination Complaint Form which can be obtained online at: <https://www.usda.gov/sites/default/files/documents/ad-3027.pdf>, from any USDA office, by calling (866) 632-9992, or by writing a letter addressed to USDA. The letter must contain the complainant's name, address, telephone number, and a written description of the alleged discriminatory action in sufficient detail to inform the Assistant Secretary for Civil Rights (ASCR) about the nature and date of an alleged civil rights violation. The completed AD-3027 form or letter must be submitted to USDA by:

1. Mail:
U.S. Department of Agriculture
Office of the Assistant Secretary for Civil Rights
1400 Independence Avenue, SW
Washington, DC 20250-9410; or
2. Fax:
(833) 256-1665 or (202) 690-7442; or
3. Email:
program.intake@usda.gov

This institution is an equal opportunity provider.

Iowa Nondiscrimination Statement

It is the policy of this CNP provider not to discriminate on the basis of race, creed, color, sex, sexual orientation, national origin, disability, age, or religion in its programs, activities, or employment practices as required by the Iowa Code section 216.6, 216.7, and 216.9. If you have questions or grievances related to compliance with this policy by this CNP Provider, please contact the Iowa Civil Rights Commission, 6200 Park Ave Suite 100, Des Moines, IA 50321-1270; phone number 515-281-4121 or 1-800-457-4416; website: <https://icrc.iowa.gov/>.

USDA Child Nutrition Program(s)

The selected FSMC shall operate in conformance with the SFA's Permanent Agreement with the State of Iowa for the selected program(s) listed below. Selected FSMC shall provide services sufficient to operate these program(s) in accordance with USDA Regulation and as required by this RFP and subsequent Awarded Contract and extensions.

Additional program(s) may be considered in the future. The SFA will conduct a cost analysis to rule out the possibility of material changes to the Awarded Contract. If a material change is ruled out, the SFA will issue an addendum with the proposed fixed meal price(s) for the new program for selected FSMC to either accept or reject. The Selected FSMC may negotiate a higher fixed meal price(s), but any accepted fixed meal price(s) by the SFA must be below the range used in the cost analysis to negate the possibility of a material change to the Awarded Contract.

- National School Lunch Program (NSLP)
- School Breakfast Program (SBP)
- After School Care Snack Program (ASCSP)
- Special Milk Program (SMP)
- Fresh Fruit and Vegetable Program (FFVP)
- Summer Food Service Program (SFSP)
- Child and Adult Care Food Program (CACFP)

As indicated in Exhibit B, 21-day cycle menus for all programs that the SFA currently participates in must be included with the bid response.

REQUEST FOR PROPOSAL AND FIXED PRICE CONTRACT INDEX

APPLICABLE REGULATIONS: 7 CFR 210.16, 210.21, 250 SUB D, 2 CFR 200.318-326, APPENDIX II PART 200. 1

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I. INTRODUCTION

This document contains a **Request for Proposal** for providing food service management services for _____ School Food Authority's (SFA) participation in the United States Department of Agriculture's (USDA) Child Nutrition Programs (CNP) and sets forth the terms and conditions applicable to the proposed procurement. Upon acceptance, this document shall constitute the contract between the Food Service Management Company (FSMC) and the School Food Authority.

The SFA has full responsibility for ensuring that the terms of the contract are fulfilled. The Bureau of Nutrition & Health Services (BNHS) of the Iowa Department of Education is never a party to any contract between an SFA and a FSMC. BNHS has no involvement with the enforcement of this contract; however, payment can be denied for all meals received/purchased under an invalid contract.

II. REQUEST FOR PROPOSAL / INSTRUCTIONS

II. A. Legal Notice

Notice is hereby given that _____ School Food Authority, hereinafter referred to as the School Food Authority (SFA), intends to examine alternatives to its present food service program.

No intent should be construed from this legal notice that SFA intends to enter into a contract with any party for alternative food service unless, in the sole opinion of SFA, it is in SFA's best interest to do so.

All costs involved in submitting a response to this Request for Proposal (RFP) shall be borne in full by the interested party.

SFA reserves the right to accept any proposal which it determines most favorable to the interest of SFA and to reject any or all proposals or any portion of any proposal submitted which, in SFA's opinion, is not in the best interest of SFA.

The Responder to this RFP will be referred to as the FSMC, and any contract that may arise from this Request for Proposal (RFP) will be between the FSMC and the SFA.

II. B. Request for Proposal

1. SFA will consider a Fixed-Price Proposal
2. Proposals will be received until _____ CST on _____ for supplying _____ SFA with food service management services during the school year of 2026 – 2027, (SY27) with options for renewal of the contract for four additional terms of one year each.
3. Sealed proposals are subject to all the conditions and specifications attached hereto and will be received in the office of _____, _____ and shall be marked on the envelope "*Food Service Management Proposal # _____*" with the FSMC's return address marked on the envelope.
4. In accepting proposals, _____ SFA reserves the right to reject any and all proposals and to waive any minor informality in order to take the action which it deems to be in the best interest of SFA.

5. Additional information requested by any FSMC to adequately respond to this Request for Proposal must be submitted in writing to the SFA. Both the question(s) and response(s) will be submitted to all FSMCs that have requested the RFP. FSMCs must submit all questions in writing to the SFA no later than _____, _____ CST. Any FSMC who submits questions after the deadline will be deemed non-responsive and their proposal will not be considered.
6. FSMCs must submit a complete response to this Request for Proposal (RFP), including all certifications, for consideration as a responsive proposal.
7. Contracts entered into on a basis of submitted proposals are revocable if contrary to law.
8. See Standard Terms and Conditions herein below.

II. C. Procurement Method 7 CFR 210.21(a-c)

1. Procurement Method will be the Competitive Sealed Proposal for a firm, fixed price contract with price adjustment as indicated in III.J.(6)(a). Competitive Sealed Proposals differ from the traditional sealed bid method in the following ways:
 - a. The BNHS *Fixed Price RFP & Contract* Prototype is required for proposals
 - b. Competitive sealed proposals allow clarifying discussions with competing FSMCs and adjustments to the initial proposal.
 - c. Comparative judgmental evaluations may be made when selecting among acceptable proposals for award of contract.
 - d. There is no public opening for Request for Proposals (RFP).
2. Discussions for the purpose of clarification may be conducted with responsible FSMCs who submit proposals determined to be considered for award selection, to assure full understanding of all terms and conditions of the RFP response and Contract requirements following state regulations and SFA policy.
3. In conducting these discussions, there shall be no disclosure of any information derived from proposals submitted by competing FSMCs.
4. All procurement transactions shall be conducted in a manner that provides maximum open and free competition consistent with 7 CFR 200.319(a).
5. Procurement must be conducted so that there is no apparent or real conflict of interest. Disciplinary actions will apply for violations. 2 CFR 200.318(c)(1-2).

II. D. Pre-Proposal Meeting and Site Visit / Timeline

A meeting with interested FSMCs to clarify the specifications, to answer any questions, and for a walkthrough of the facilities with school officials will be held at:

1. Location: _____
 Date: _____
 Time: _____

Pre-proposal meeting will occur during normal operating hours in order to provide Vendors optimal information needed to make a competitive proposal.

2. Attendance is _____ .

Note: If attendance is mandatory, SFA may not waive requirement for any FSMC. In the event that an unanticipated school closure due to circumstances beyond an SFA’s control such as Acts of God, Presidential or Governor Declaration of Emergency, etc. makes in person meetings inadvisable, virtual

meetings in a platform decided by the SFA will be allowed. As with in person meetings, attendance at virtual meetings will be required.

3. Pre-proposal meeting will be documented with a sign-in sheet. Questions from the floor at the Pre-Proposal meeting and site visit will be answered in writing as a numbered addendum(s) of this RFP and must be returned as part of the RFP/Contract.

4. Vendor presentations _____ be scheduled at this time.

II. E. Proposal Submission and Award

1. SFA must use this prototype Request for Proposal and Contract. SFAs not complying with required procurement procedures will not be approved for reimbursement of meals for USDA Child Nutrition Programs. The SFA must submit this RFP to at least three of the FSMCs listed in RFP Appendix 4. However, BNHS strongly recommends submitting the RFP to all FSMCs listed plus any other companies the SFA may be aware of to ensure the most competitive procurement process. Once submitted, all proposals become property of the SFA and will not be returned to the FSMC.

2. One hard copy and one digital copy* on a physical of the Competitive Sealed Proposals must to be submitted to:

Name of SFA/Contact: _____
Mailing Address: _____
Physical Address: _____
City: _____
State/Zip: _____
Email Address: _____

*Digital copy must be submitted on a tangible medium such as a flash drive. Links to electronically stored proposals do not meet the digital copy requirement.

3. Proposal deadline is:

Time: _____ CST Proposals will not be accepted after this time.

Date: _____

Location: _____

Sealed Proposal submitted marked "Food Service Management Proposal, # _____."

4. To be considered, each FSMC must submit a complete response to this solicitation **using the RFP and Exhibit forms provided**. It is expected that the FSMC respond to the State of Iowa RFP document and exhibits in its entirety. FSMC logo, photos, and embellishments will not be permitted on the RFP document and exhibits. Any FSMC value-added and promotional materials will be submitted as a separate document. FSMC who fail to follow this requirement will be considered non-responsive.

a. No other documents submitted with the RFP and Exhibits will affect the Contract provisions, and **there may be no modifications to the RFP language without BNHS written approval.**

b. In the event that FSMC modifies, revises, or changes the RFP prototype in any manner, SFA must reject the offer as non-responsive.

c. Section P offers SFA the opportunity to include any additional/needed services.

5. Award will be made only to a qualified and responsible FSMC whose proposal is responsive to this solicitation.

a. A responsible FSMC is one who's financial, technical, and other resources indicate an ability to perform the services required.

- b. FSMC shall submit for consideration such records of work and further evidence as may be required by the SFA's Board of Trustees.
 - c. Failure to furnish such records and evidence, or the inclusion of any false or misleading information therein shall be sufficient cause for the rejection of the proposal or termination of any subsequent contract.
 - d. The qualification data shall be submitted by each FSMC along with the sealed proposal, and shall include the following:
 - i. Annual reports or financial statements for the past three (3) years, certified by a licensed public accountant, must be included in the pre-qualification data.
 - ii. Information that FSMC is doing business with like school systems and is familiar with the regulations pertaining to operations in such environments, if applicable.
 - iii. Information that FSMC is presently operating a comparable, successful school lunch and breakfast program in a public school setting, if applicable.
6. FSMCs or their authorized representatives must fully inform themselves as to the conditions, requirements, and specifications before submitting proposals; failure to do so will be at the FSMC's own risk who cannot secure relief on plea of error.
7. The SFA is not liable for any cost incurred by the FSMC in submitting a proposal. **Paying the FSMC from Child Nutrition Program (CNP) funds is prohibited until the Contract is reviewed and accepted by BNHS and signed by the SFA.**
8. If additional information is requested, please contact _____ in writing at _____. Any additional information provided to one FSMC will be available to all.
- a. Routine procedural questions will be answered as promptly as practicable; examples of routine procedural questions could include clarification of the address for proposal submission, key dates and timelines, etc. Substantive questions will be compiled and both questions and answers provided to all offerors prior to the RFP due date. Examples of substantive could include clarification of discrepancies or errors.
 - b. A written addendum is the only official method whereby interpretation, clarification, and additional information can be given. Once issued, all addenda shall become part of this RFP and must be acknowledged and included with the submitted proposal.
 - c. Before submitting a proposal, it shall be the responsibility of each offeror to contact the SFA to determine whether additional addenda were issued.
9. To ensure maximum open and free competition offeror's proposal must not be overly responsive. If offeror's proposal is deemed to be overly responsive, the proposal may not be considered for evaluation for the Awarded Contract. When responding to this RFP, offeror must confine its proposal to the requirements of this RFP.
- a. Examples of overly responsive Proposals include:
 - i. Respondent offers a guarantee which was not requested in the original RFP,
 - ii. Respondent offers incentives over and beyond those required by the RFP document (such as scholarships of "free" equipment) to entice an SFA to select its proposal for the Awarded Contract, or
 - iii. Respondent offers to provide discounts or supplement funding for Point of Sale (POS) equipment when POS equipment was not sought in the original RFP document. If such

items were not required in the RFP document, then the offer would be considered overly responsive.

10. Award Criteria: *(see Evaluation Rubric in RFP Appendix 3)*
 - a. All proposals are to be safeguarded by the SFA. Each SFA committee member will score the proposals **independently** before the committee identifies the most advantageous response.
 - b. Proposals will be evaluated by the SFA committee based on the offer per meal/meal equivalent and the criteria, categories and assigned weights as stated herein below (to the extent applicable).
 - c. Committee members must consist of SFA employees familiar with the regulations and requirements of the child nutrition programs.
 - d. If a committee member is an agent for, employee of or in any manner associated with a FSMC, that FSMC may not participate in the RFP and subsequent contract.
 - e. Each area of the award criteria must be addressed in detail in the Proposal.
 - f. The FSMCs will be notified **after** all responses have been scored as to the status of their proposals.
 - g. Any request for information from any of the proposals must be evaluated by the SFA for compliance with Freedom of Information requirements. However, no information is released until after the award is made.
11. Weight Evaluation Criteria: The BNHS provided "Evaluation Rubric" located in Appendix 3 must be used to evaluate the proposals submitted by FSMCs in order to establish a quantitative cut-off score based on the selection criteria in the table. The SFA may make changes to the Evaluation Rubric and may also add additional evaluative documents. **The completed Evaluation Rubric and any supporting documentation must be submitted to the BNHS before the award is considered final.** The RFP must establish a level playing field for all companies that submit proposals. All possible sources of revenue for the contract period must be included, including extensions of the contract. The RFP is the defining document for the contract that will be prepared once an awardee is identified.
 - a. SFA must determine *in advance of issuing the RFP* what percentage (total of 100 points which equals 100%) each category in the Evaluation Rubric will be given when comparing proposals. (See example in RFP Appendix 3)
 - b. SFA may amend, delete, or add additional categories subject to BNHS written pre-approval.
 - c. SFA may not include as a category: prior experience with the SFA as it would violate USDA's free and open competition regulation for procurement.
 - d. The criteria for cost (fixed price amount) must be worth more points than any other single criteria on the Evaluation Rubric.
 - e. Other forms, such as rubrics, may be used in addition to the Evaluation Rubric. They must be pre-approved by BNHS and included in the RFP solicitation.
 - f. A quantitative cut-off score must be set by the SFA and included on the Evaluation Rubric. FSMC proposals that score under the cut-off score will not be considered for a contract and must be notified in writing.

II. F. Late Proposals

Any proposal submitted after the time specified for receipt will not be considered and will be returned unopened.

II. G. Altering, Amending or Withdrawing Proposal

No proposal may be altered, amended or withdrawn after the specified time for opening proposals.

II. H. Protest Procedures

The SFA is responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of procurements. These issues include, but are not limited to, source evaluation, protests, disputes, and claims. The SFA must have a written policy or procedure for resolving protests which will be attached as part of Exhibit G-SFA Policies Impacting the Food Service Program.

II. I. Calculation of Time

Periods of time, stated as a number of days, shall be calendar days.

II. J. Firm Offer

1. By submitting a response to this Request for Proposal, and if such response is not withdrawn prior to the time for opening proposals arrives, FSMC understands and agrees that they are making a firm offer to enter into a contract, which may be accepted by SFA and which will result in a binding contract.
2. Such proposal is irrevocable for a period of ninety (90) days after the time for opening of proposal has passed. _____, _____ **(FSMC must initial and date to show agreement)**

II. K. Final Contract

The complete contract includes all documents included by the SFA in the RFP, and all documents submitted by the FSMC that have been mutually agreed upon by both parties (i.e. worksheets, attachments, and operating cost sheets) and identified in Section R, paragraph 4 of the Standard Terms and Conditions.

III. STANDARD TERMS AND CONDITIONS

III. A. Definitions

The following definitions shall apply within this document and its attachments:

1. "Accounting Periods" is defined as _____.
2. "Allowable Cost" is defined as costs that are allowable under 2 CFR 200, Subpart E, "Cost Principles."
3. "Applicable Credit" as defined in 2 CFR Part 200.406.
4. "Charge" is defined as any charge for an Allowable Cost that is:
 - a. Incurred by FSMC in providing the goods and services that are identified in SFA's Food Service Budget;
 - b. Not provided for in the General and Administrative Expense Fee; and
 - c. Established and reasonably allocated to SFA in accordance with the Methodology for Allocated Costs, which is attached to this Contract as "Exhibit D", and fully incorporated herein by reference.
5. "Contract" is defined as this RFP and Contract, the exhibits attached to this RFP and Contract and FSMC's Proposal and any additional documentation required by the SFA for categories added/amended to the weighted evaluation criteria.
6. "BNHS" means the Bureau of Nutrition & Health Services of the Iowa Department of Education.
7. "Direct Cost" is defined as any Allowable Cost that is:
 - a. Incurred by FSMC in providing the goods and services that are identified in SFA's Food Service Budget; and
 - b. Reasonable, necessary, and allocable in order for FSMC to perform the Services hereunder. The term "Direct Cost" does not include any cost allocated to SFA as Charges, the General and Administrative Expense Fee, or any Management Fees.
8. "Effective Date" means **July 1, 2026**. All Iowa FSMC contracts begin July 1.
9. "Fixed Fee" is defined as an agreed upon amount that is fixed at the inception of the Contract.
10. "Fixed-Price" is defined as an agreed-upon amount that is fixed at the inception of the Contract. Within a Fixed-Price Contract, the FSMC is the purchasing agent. The SFA is charged one Fixed-Price. Included in the Fixed-Price are:
 - a. Menu development specific to the operation
 - b. Food Expense
 - c. Nutrition Education Materials and program expense
 - d. Design services specific to the operation
 - e. Education programs via assembly programs, schoolroom programs, parent/teacher meetings and school food advisory committee meetings
 - f. All accounting
 - g. All payroll cost and documentation
 - h. Administrative dietetic, nutritional, sanitation and personnel advice
 - i. All costs incurred in hiring and relocation, if necessary, the FSMC management team

- j. All training cost for FSMC employees
 - k. All travel costs for training for the FSMC employees
 - l. All miscellaneous costs to operate the program (e.g. consumable marketing materials, posters, menu templates, proprietary printed materials)
11. "FSMC's Proposal" is defined as Food Service Management Company's response to the RFP and Contract.
 12. "Meal Equivalent" (ME) is a standard unit of measurement derived from converting non-program (e.g., a la carte, catering, adult meals) sales. The ME is used to determine payment to the FSMC for non-program food such as adult meals, milk sales, a la carte, catering, etc. The non-program sales are converted into Meal Equivalents using the meal equivalency formula indicated in Financial Terms, III.J.5. The equivalency rate may be increased on an annual basis by the Yearly Percentage Change in the Consumer Price Index for All Urban Consumers, as published by the U.S. Department of Labor, Bureau of Labor Statistics, Food Eaten Away from Home (CPI). This rate will be submitted to the SFA by BNHS annually and the provided rate must be used.
 13. "Non-profit School Food Service Account" means the restricted account in which all of the revenue from all food service operations conducted by the SFA principally for the benefit of school children is retained and used only for the operation or improvement of the nonprofit school food service.
 14. "Program(s)" or "Child Nutrition Program (CNPs)" is defined as the USDA Child Nutrition Programs in which SFA participates.
 15. "Program Funds" is defined as all funds that are required to be deposited into the Non-profit School Food Service Account.
 16. "Proposal" means Food Service Management Company's response to the RFP and Contract.
 17. "RFP" is defined as the SFA's Request for Proposal and Contract, and all of its attachments.
 18. "Services" is defined as the services and responsibilities of FSMC as described in this Contract, including any additional services described in the RFP.
 19. "SFA" or "School Food Authority" as defined in 7 CFR 210.2.
 20. "SFA's Food Service Budget" is defined as the Food Service Budget for the Current School Year, which is attached to this Contract as "Exhibit D" and fully incorporated herein.
 21. "SFA's Food Service Facilities" is defined as areas, improvements, personal property and facilities made available by SFA to FSMC for the provision of the food services as described herein.
 22. "SFA's Food Service Program" is defined as the preparation and service of food to SFA's students, staff, employees and authorized visitors, including the following programs: *National School Lunch Program (NSLP), School Breakfast Program (SBP), After School Care Snack Program (ACSP), Summer Food Service Program (SFSP) or Seamless Summer Option (SSO), Fresh Fruit and Vegetable Program (FFVP), and a la carte food service.*
 23. "SFA's Food Service Location(s)" is defined as the schools or other locations where Program meals are served to SFA's schoolchildren.
 24. "Summer Food Service Program (SFSP)" is defined as either the Summer Food Service Program or the Seamless Summer Option identified herein, and in which SFA participates.
 25. "USDA" is defined as United States Department of Agriculture, Food and Nutrition Service.
 26. "USDA Foods" is defined as foods obtained by USDA and provided to eligible SFAs participating in the National School Lunch Programs. Food can be fresh, direct delivery or processed.

III. B. Scope and Purpose

1. Duration of Contract. Unless it is terminated in accordance with Section L, this Contract will be in effect for a period of one year **commencing July 1, 2026, and terminating June 30, 2027**, and may be renewed for up to four additional terms of one year each upon mutual agreement between SFA and FSMC. 7 CFR 210.16(d)
2. During the term of this Contract, FSMC shall operate SFA's Food Service Program in conformance with SFA's agreement with the BNHS. 7 CFR 210.16(a)(2)
3. FSMC shall have the exclusive right to operate the programs specified by SFA in Exhibit A: Site Information, which is attached to this Contract and fully incorporated herein.
4. The FSMC shall:
 - a. Be an independent contractor and not an employee of the SFA. The employees of the FSMC are not employees of the SFA.
 - b. Implement an accurate point of service count using the counting system provided by SFA in its application to participate in the Child Nutrition Programs and approved by BNHS for the programs listed in Exhibit A: Site Information, herein, as required under USDA regulations. Counting system must eliminate the potential for the overt identification of free and reduced-price eligible students under USDA Regulation 7 CFR 245.8.
 - c. Operate SFA's Food Service Program and shall include performance by FSMC of all the Services, described in this Contract, for the benefit of SFA's students, faculty and staff.
 - d. Maintain all records necessary, in accordance with applicable regulations, for SFA, BNHS and USDA to complete required monitoring activities and must make said records available to SFA, BNHS, and USDA upon request for the purpose of auditing, examination and review. 7 CFR 210.16(c)(1)
 - e. Cooperate with SFA in promoting nutrition education, health and wellness policies and coordinating SFA's Food Service Program with classroom instruction.
 - f. Comply with applicable federal, state and local laws, rules and regulations, policies, and instructions of BNHS and USDA and any additions or amendments thereto, including USDA Regulation 7 CFR Parts 210, 220, 245, 250, 2 CFR 200.318-200.326; 7 CFR Part 215 (SMP), if applicable; and 7 CFR Part 225 (SFSP), if applicable; 7 CFR Part 226 (CACFP); Section 19 of the NSLP Act (FFVP); and OMB Circulars, and the other laws described in the "Schedule of Applicable Laws," which is attached to this Contract as "RFP Appendix 2" and fully incorporated herein by reference.
 - g. Comply with all SFA building rules and regulations.
 - h. Provide additional food service such as banquets, parties, and refreshments for meetings as requested by SFA as follows:
 - i. The FSMC shall not use the SFA's facilities to produce food, meals or services for third parties without the approval of the SFA. If such usage is mutually acceptable, there shall be a signed agreement that stipulates the fees to be paid by the FSMC to the SFA for such facility usage. Such usage may not result in a cost to the Non-profit Food Service Account.
 - ii. USDA Foods shall not be used for these special functions unless SFA's students will be primary beneficiaries.
5. SFA shall be responsible for:

- a. Signature authority for the application/contract, free and reduced-price policy statement, and Programs indicated in Exhibit A: Site Information, herein, and the monthly claim for reimbursement. 7 CFR 210.9(a) and (b) and 7 CFR 210.16(a)(5)
 - b. Development and distribution of the parent letter and Application for Free and Reduced-Price Meals and/or Free Milk and participating in Direct Certification.
 - c. Implementation of eligibility for free or reduced-price policy for meals and free milk, as applicable, in accordance with 7 CFR 245.
 - d. Conducting any hearings related to determinations
 - e. Verification of applications for Free and Reduced-Price Meals as required by USDA regulations
 - f. Establishment and maintenance of the free and reduced-price meals' eligibility roster. 7 CFR 210.7(c), 7 CFR 210.9(b) (18) and 7 CFR 245.6(e)
 - g. Ensure the FSMC conducts the SFA's Child Nutrition Programs' operations in accordance with regulations.
 - h. Supervision of the food service operations in such manner as will ensure compliance with all applicable statutes, regulations, rules and policies including regulations, rules, and policies of BNHS, the State of Iowa, and USDA regarding the Child Nutrition Programs.
 - i. Establishing all selling prices, including price adjustments, for all reimbursable and non-reimbursable meals/milk and a la carte (including vending, adult meals, contract meals, and catering) prices. (Exception: Non-pricing programs need not establish a selling price for reimbursable meals/milk.)
 - j. Control of the Non-profit School Food Service Account and overall financial responsibility for SFA's Food Service Program.
 - k. Ensuring the resolution of Program reviews and audit findings. FSMC shall fully cooperate with SFA in resolving review and audit issues. FSMC shall indemnify SFA for any fiscal action, claims, losses or damages, fault, fraud, required repayment or restoration of funds, including reasonable attorney's fees incurred in defending or resolving such issues, that results from FSMC's intentional or negligent acts.
 - l. Monitoring the food service operation of FSMC through periodic on-site visits to ensure that the food service is in conformance with USDA program regulations. 7 CFR 210.16(a)(3)
 - m. Conducting an on-site review of the counting and claiming system at each SFA Food Service Location no later than February 1 of each year if there is more than one SFA Food Service Location.
 - n. The counting and claiming system. 7 CFR 210.9(b)(9)
6. SFA and FSMC agree that this Contract is neither a *cost-plus-a-percentage-of-income* nor a *cost-plus-a-percentage-of-cost* contract, and that this contract does not allow income and expenses to accrue to the FSMC. 7 CFR 210.16(c)
 7. Payments on any claim shall not preclude SFA from making a claim for adjustment on any item found not to have been in accordance with the provisions of this Contract and bid specifications.
 8. SFA may request of FSMC additional food service programs; however, the SFA reserves the right, at its sole discretion, to sell or dispense food or beverages, provided such use does not interfere with the operation of the Child Nutrition Programs. Any food and beverages must meet USDA 2010 HHFKA Smart Snacks requirements.

9. Any change to the scope of services to be provided by FSMC that is beyond the scope or original intent of this RFP/Contract, including the addition of a program such as breakfast (SBP) or summer food (SFSP), *may* be considered a material change. The SFA must evaluate the total cost and scope of the change to the existing contract and determine if a material change would occur. The SA must be notified of the determination, provided documentation, and give final approval before the change may be implemented. If the change to the contract is considered a material change, the contract must be rebid.
10. Any changes to the terms or conditions of this Contract, which are required by Federal or State law or rule, or changes to Federal or State laws or rules, are automatically incorporated herein, effective as of the date specified in such law or rule.
11. Gifts from FSMC: The SFA's officers, employees, or agents shall neither solicit nor accept gratuities, favors, nor anything of monetary value from contractors nor potential contractors in accordance with all laws, regulations and policies. 2 CFR 200.318(c)(1) To the extent permissible under federal, state, or local laws, rules, or regulations, such standards shall provide for appropriate penalties, sanctions, or other disciplinary actions to be applied for violations of such standards.
12. Summer Food Service Program: In the event that the RFP requires FSMC to provide management services for SFA's SFSP or Seamless Summer option (SSO), the parties agree to operate the Program according to federal, state, and local regulations.
13. Fresh Fruit and Vegetable Program (FFVP): In the event that FSMC provides management services for the FFVP at any of SFA's Food Service Locations, SFA and FSMC agree to operate the FFVP in accordance with the requirements of Section 19 of the National School Lunch Act, all applicable regulations and policies, and the Fresh Fruit and Vegetable Program: A Handbook for Schools 2010. SFA and FSMC further agree that not more than 10% of the total grant funds awarded to the elementary school and/or schools for operation of the FFVP may be used for administrative expenses.

III. C. Food Service

1. FSMC shall:
 - a. Serve meals on such days and at such times as requested by the SFA.
 - b. Offer free, reduced price, and full price reimbursable meals to all eligible children participating in SFA's Food Service Programs indicated herein.
 - c. In order for the FMSC to offer a la carte food service, FSMC must offer free, reduced-price, and full-price reimbursable meals to all eligible children.
 - d. Promote maximum participation in all Child Nutrition Programs.
 - e. Provide specified types of service in the schools/sites listed in Exhibit A.
 - f. Sell on the premises only those foods and beverages authorized by the SFA and only at the times and places designated by the SFA.
 - g. Support the SFA's compliance with the 2010 Healthy Hunger Free Kids Act Reauthorization (HHFKA) including, but not limited to:
 - i. Provide meals that meet the meal pattern(s) as required by the HHFKA and implementation schedule, including but not limited to requirements for components, whole grains, calories, sodium, trans-fats, saturated fats, and milk fat and variety. 7 CFR 210.10, 220.8, 250.61-62, 226.20
 - ii. Plan menus and serve meals that meet the required USDA certification for the SFA to receive the additional performance-based reimbursement currently set at 9-cents per reimbursable lunch.

- iii. Ensure that potable water is available at no cost or restriction to all students during lunch and breakfast service.
 - iv. The FSMC may not directly or indirectly restrict the sale or marketing of fluid milk at any time or in any place on school premises or at any school-sponsored event. 7 CFR 210.21(e)
- h. Maintain records to ensure that non-program food revenue is reported in a way that the SFA can identify compliance.
- 2. SFA shall retain control of the quality, extent, and general nature of the food service. 7 CFR 210.16(a)(4)
- 3. Special Dietary Needs
 - a. Modifications *Within* the Meal Pattern-The SFA and FSMC will make substitutions that do not vary from the meal pattern for
 - i. Students with a medical concern, disability, food allergy, or food intolerance
 - ii. The SFA may require a medical statement for modifications within the meal pattern
 - a) Even if a medical statement is required by the SFA, the FSMC should accommodate the substitution(s) as soon as they are made aware of the request
 - b. Modifications *Outside* the Meal Pattern-The SFA and FSMC will make substitutions in food components that vary from the meal pattern for
 - i. Students with a disability that is documented on the Diet Modification Request Form and signed by a State licensed healthcare professional who is capable of prescribing medication
 - ii. Students with an IEP or 504 Plan that includes specific dietary information similar to that in the Diet Modification Request Form
 - c. Modifications for Personal, Cultural, or Ethical Reasons
 - i. Modification for other than medical reasons may be made at the discretion of the SFA as long as the modification is *within* the meal pattern
 - a) SFAs are encouraged to accommodate when possible
 - d. Fluid milk substitutes for students with disabilities, medical reasons, and personal reasons:
 - i. FSMC shall make substitutions for fluid milk for disabled and non-disabled students who cannot consume fluid milk due to medical or special dietary needs.
 - a) If the milk substitute *does not meet nutrients* as required by federal and state regulations then a Diet Modification Request Form signed by a State licensed healthcare professional who is capable of prescribing medicine must be on file.
 - b) When the milk substitute *does meet nutrients* as required by federal and state regulations, then the SFA may require a Diet Modification Request Form for milk substitutions that meet nutrients as required by federal and state regulations
 - 1. Even if a Diet Modification Request Form is required by the SFA, the FSMC should accommodate the substitution as soon as they are made aware of the request
 - ii. The SFA _____ provide a creditable substitution for fluid milk to students for non-medical reasons, such as personal choice, upon written request from a parent or guardian.

- iii. Creditable fluid milk substitutes must provide nutrients as required by federal and state regulations. 7 CFR 210.10(d)(3) and 7 CFR 220.8(d)
- iv. There will be no additional charge to the student for such substitutions.

III. D. Use of Advisory Group/Menus

1. SFA shall establish and the FSMC shall participate in the formation, establishment, and meetings of SFA advisory board composed of students, teachers, and parents to assist in menu planning. The advisory board will meet at least twice a year. 7 CFR 210.16(a)(8)
2. SFAs with no capability to prepare a cycle menu may (for more information refer to Exhibit B), with BNHS approval, require that each FSMC include a 21-day cycle menu, developed in accordance with the provisions of 7 CFR 210.10, with its proposal. The FSMC must adhere to the cycle for the first 21 days of meal service. Source of cycle menu must be noted on the RFP cycle menu. 7 CFR 210.16(b)(1).

FSMC will submit 21-day cycle menu

OR

SFA will submit 21-day cycle menu as indicated in Exhibit B

3. Changes to the cycle menu must be approved by the SFA. 7 CFR 210.16(b)(1) Such changes should include foods of cost and quality equivalent to the first 21 days of meal service.
4. FSMC:
 - a. Shall serve meals that follow the 21-day menu cycle that meet Child Nutrition Program requirements and food specifications contained in Exhibits B, attached to this Contract.
 - b. Follows approved 21-day menu cycle and Meal Specifications for the NSLP, SBP, After School Care Snack Program, Fresh Fruit and Vegetable Program, the SFSP, CACFP, and a la carte.
 - c. May not change or vary the menus after the first menu cycle for the NSLP, SBP, After School Care Snack Program, SFSP, FFVP, CACFP, or a la carte items without written approval of SFA.
 - d. Shall justify all requests for any changes or variances for substitutions to SFA menu of lower quality food items.
 - e. Maintains documentation for substitutions and justification of lower quality food items for the records retention period applicable to food production records and documentation is available to SFA, BNHS and USDA for review upon request.
 - f. Complies with SFA's local wellness policy.
 - g. Complies with all state and local laws that affect school meal preparation and/or service.
 - h. Meal Specifications provided shall include:
 - i. Standardized Recipes for each menu item that includes total yield, portion size, ingredients and all USDA required nutrient information.
 - ii. Copies of these recipes kept on file at SFA.
 - iii. Identity of all branded items that may be used in the meal; and
 - iv. Grade, style and condition of each food item and other information that indicates the acceptable level of quality for each food item as applicable.

III. E. Purchases

1. Whether SFA conducts its own procurement or whether FSMC procures products on behalf of SFA, FSMC may not require any additional liability coverage, regardless of dollar value, beyond that which SFA would require under procurements not involving FSMC.
2. If the FSMC is procuring goods or services which are being charged to the SFA under the awarded contract (e.g., equipment), the FSMC is acting as an agent for the SFA and must follow the same procurement rules under which the SFA must operate and the FSMC may not serve as the vendor. Any rebates, discounts, or commissions associated in any manner with purchases must be returned to the nonprofit school food service account. Only net costs may be charged to the SFA.
3. The FSMC must follow written procurement procedures established by the SFA when making purchases on behalf of the SFA. These written procedures must be compliant with federal, state and local government procurement rules and regulations. Written procurement procedures shall be kept on file at the SFA. These written procurement procedures must be made available during the SFA's administrative and/or procurement review along with all procurement documents.
4. When making purchases on behalf of the SFA the FSMC may substitute its own procurement procedures. In this event, the FSMC must provide a copy of its procurement procedures to the SFA for approval by the SFA and procurement record requirements. FSMC procurement procedures when used must be compliant with SFA's procurement procedures as well as be compliant with federal, state and local government procurement rules and regulations.
5. The FSMC shall account for all USDA Foods separately from purchased foods.
6. All purchased food must meet the minimum food specifications for the applicable meal pattern and must comply with applicable [NSLP Nutrition Standards](#).
7. FSMC shall document and track all FFVP expenses separately and make this documentation easily accessible for SFA or BNHS review.
8. SFA and FSMC acknowledge that, to extent required by 7CFR 210.21(d)/FNS Policy Memo SP 38-2017, SFA must, when possible, purchase only food products that are produced and processed in the United States. This is also known as the "Buy American" provision.
 - a. In order to comply with the Buy American provision, the SFA requires the vendor to:
 - i. Provide documentation to verify the percentage of U.S. content in any processed end product
 - ii. To allow periodic review of storage facilities, freezers, refrigerators, dry storage, and warehouses.
 - iii. Require a certification of domestic origin for agricultural products which do not have country of origin labels.
 - b. There are limited exceptions to the Buy American provision in circumstances when use of domestic foods is truly not "practicable" These exceptions are:
 - i. The product is listed on the Federal Acquisitions Regulations Nonavailable articles list found at [48 CFR 25.104](#) and/or is not produced or manufactured in the U.S. in sufficient and reasonably available quantities of a satisfactory quality; or
 - ii. Competitive bids reveal the costs of a U.S. product are significantly higher than the non-domestic product.
 - c. In order to comply with limited exceptions to Buy American requirement, the vendor will work with the SFA. The vendor will comply with the following process:

- i. Identify an alternative substitute(s) that is domestic and meet the required specification including: Price of the domestic food alternative substitute(s); and availability of the domestic alternative substitute(s) in relation to the quantity ordered.
 - ii. Reason for exception: limited/lack of availability or price (include price): Price of the domestic food product; and Price of the non-domestic food product that meet the required specification of the domestic product.
9. The SFA encourages the FSMC to explore the Iowa Farm to School Program, F2S, and to make an effort to purchase fresh, locally grown food as allowed including the use of Geographic Preference in SP 22-2024, CACFP 08-2024, SFSP 13-2024. The FSMC is encouraged to offer nutrition-based educational opportunities. The FSMC may include information about how the company will approach this program in Exhibit I, Part 3, B.

III. F. USDA Foods 7CFR 250.50 Subpart D, 7CFR 250.51-250.53, plus parts 210, 220, 225 or 226

1. SFA shall:
 - a. Retain title to all USDA Foods.
 - b. Ensure that FSMC has credited the SFA for the value of all USDA Foods received for use in SFA's meal service in the school year. 7 CFR 250.51(a)
 - c. Maintain responsibility for oversight of procuring processing agreements, private storage facilities, or any aspect of financial management relating to USDA Foods.
 - d. Assure that the maximum amount of USDA Foods allotted by the State Agency are received and utilized by FSMC.
 - e. Consult with the FSMC in the selection of USDA Foods; however, the final determination as to the acceptance of USDA Foods must be made by the SFA. 7 CFR 250.50(d)
2. FSMC:
 - a. Will conduct all activities relating to USDA Foods for which it is responsible in accordance with 7 CFR 250.50(d) as applicable.
 - b. Shall accept and use all donated beef and pork products, and all processed end products, in SFA's Food Service Program. Upon termination of this Contract, or if this Contract is not extended or renewed, FSMC must return all unused donated beef, pork, and processed end products to SFA. 7 CFR 250.51(d)
 - c. Agrees to accept and use all other USDA Foods in SFA's food service.
 - d. Agrees to pay delivery fees.
 - e. May substitute commercially purchased foods of the same generic identity, of U.S. origin, of equal or better quality than USDA Foods, in contract. 7 CFR 250.51(d)
 - f. May enter into processing contracts utilizing USDA Foods on behalf of SFA. 7 CFR 250.50(d)
 - i. FSMC agrees that any procurement of end products by FSMC on behalf of SFA will comply with the requirements in subpart C of 7 CFR Part 250 and with the provisions of SFA's processing agreements.
 - ii. FSMC shall credit SFA for the value of USDA Foods contained in the end products as specified on the Processors' applicable Summary End Product Data Schedule (SEPDS).
 - iii. All refunds received from processors must be credited to SFA's Nonprofit School Food Service Account. 7 CFR 250.51(a-b)

- g. FSMC will not itself enter into the processing agreement with the processor as required in subpart C of 7 CFR part 250. 7 CFR 250.53(a)(8)
 - h. Shall accept liability for any negligence on its part that results in any loss of, improper use of, or damage to USDA Foods.
 - i. Shall credit SFA for the value of all USDA Foods received for the use in SFA's meal service in the school year, including both entitlement and bonus foods, and including the value of USDA Foods contained in processed end products. 7 CFR 250.51(a)
 - j. Shall use a minimum of 95% of SFA's USDA Planned Assistance Level (PAL)
 - k. Will comply with 7CFR 250.52 concerning storage and inventory management of USDA Foods:
 - i. FSMC will maintain accurate and complete records with respect to the receipt, use/disposition, storage, and inventory of USDA Foods.
 - ii. Failure by FSMC to maintain the required records under this Contract shall be considered prima facie evidence of improper distribution or loss of USDA Foods.
 - l. Shall allow SFA and/or any state or federal representative/auditor, including the Comptroller General and USDA, or their duly authorized representatives, to perform onsite reviews of FSMC's food service operation, including review of records, to ensure compliance with requirements for management and use of USDA Foods. 7 CFR 250.53(a)(10)
 - m. Shall maintain records to document its compliance with requirements relating to USDA Foods in accordance with 7 CFR 250.54(b).
3. Shall account for the value of USDA Foods (7CFR 250.51) in a fixed-meal rate contract by:
 - a. FSMC subtracts the market value of all USDA donated USDA Foods received for use in SFA's food service from SFA's monthly bill/invoice.
 - b. The market value is based on the value in USDA's WBSCM (Web Based Supply Chain Management) at the time the USDA Foods are received by SFA.
 4. The Fixed-Price rate proposed in the RFP must be calculated as if no donated USDA Foods were available.
 5. FSMC acknowledges that renewal of this Contract is contingent upon the fulfillment of all contract provisions herein relating to USDA Foods. 7 CFR 250.53(a)(12)
 6. Upon termination of this Contract, FSMC must, at SFA's discretion, return other unused USDA Foods to SFA. The value of other unused USDA Foods shall be based on the market value based on the value in USDA's WBSCM (Web Based Supply Chain Management or current system) at the time the USDA Foods are received by SFA. 7 CFR 250.51(a)

III. G. Employees

1. FSMC shall provide and pay a staff of qualified employees assigned to duty on SFA's premises for efficient operation of the Programs as indicated in Exhibit F.
2. SFA will designate if current SFA employees, including site and area managers as well as any other staff, will be retained by SFA or be subject to employment by the FSMC as indicated in Exhibit F.

Check one	Employee Retained by:
<input type="checkbox"/>	SFA (school will keep and pay current employees)
<input type="checkbox"/>	FSMC (the FSMC will keep and pay current employees)
<input type="checkbox"/>	Both SFA and FSMC (a combination of the above)

3. Any food service position not identified in Exhibit F shall be an employee of SFA. With the exception of the SFA Program Director, such employees shall be supervised on SFA's behalf by FSMC management employees; provided, however, that SFA shall retain the exclusive right to control the terms and conditions of the employment of such supervisory and non-supervisory employees, including, but not limited to, control over their hiring, firing, promotion, discipline, levels of compensation and work duties.
4. The FSMC will propose a fixed price per meal taking into account only those employees who will be re-employed as FSMC employees upon signing the contract. For employees who will remain on the school district payroll at the time the FSMC contract starts, when any such employee(s) resign or retire; the responsibility of hiring will transition to the FSMC. The FSMC will bill the wages and benefits of this employee(s) separately on the monthly invoice to the school district. Wage and fringe benefits documentation which may include Paid Time Off (PTO) and other such as bonuses must be provided to the school district to validate the amount in the monthly bill.
5. If the Food Service Director is an employee of the FSMC, then the SFA must also designate an employee of the SFA as Program Director. The SFA Program Director is responsible for maintaining oversight and responsibility for planning, administering, implementing, monitoring, and evaluating school meal programs. Both the FSMC director and the SFA Program Director must meet hiring standards and training standards as indicated at <https://www.fns.usda.gov/cn/professional-standards>. The 12-hours of annual required training, including 8 hours of food safety training, for Food Service Directors applies to both FSMC Food Service Director and SFA Program Director.
6. Both the SFA and the FSMC shall ensure that their employees adhere to the professional standards and continuing education training requirements a required by federal regulations, codified at 7 CFR 210.30, throughout the initial term and all renewals of the contract.
7. If provided for in the Proposal, SFA and FSMC may transition SFA's food service employees to FSMC's payroll. If transition occurs:
 - a. FSMC shall give first consideration to current employees of SFA or incumbent contractor when hiring employees to provide services pursuant to this Contract, but FSMC shall not be obligated to hire such employees.
 - b. Each position to be transitioned and date of transition shall be identified.
 - c. SFA shall not pay cost of transferring SFA employees to FSMC payroll.
8. If SFA is sharing FSMC employees with other SFA's, SFA shall identify in Exhibit F and fully incorporated herein:
 - a. Each SFA with whom the FSMC employee is to be shared and,
 - b. The percentage of time each employee will spend with each SFA.
9. FSMC shall:
 - a. Comply with all wage and hours of employment requirements of federal and state laws.

- b. Be responsible for supervising and training personnel, including SFA-employed staff as required by Professional Standards regulations at <https://www.fns.usda.gov/school-meals/professional-standards>. Supervision activities include employee and labor relations, personnel development, and hiring and termination of FSMC management staff.
 - c. Be responsible for the hiring and termination of non-management staff who are employees of FSMC. Hiring of the Food Service Director must conform to Professional Standards regulations as cited in (b) above.
 - d. Provide Workers' Compensation coverage for its employees, as required by law.
 - e. Instruct its employees to abide by the policies, rules, and regulations with respect to use of SFA's premises as established by SFA and which are furnished in writing to the Selected FSMC.
 - f. Maintain its own personnel and fringe benefits policies for its employees, subject to review by SFA.
 - g. Assign to duty on SFA's premises only employees acceptable to SFA.
 - h. Cause all of its employees assigned to duty on SFA's premises to submit to health examinations as required by law, and shall submit satisfactory evidence of compliance with all health regulations to SFA upon request.
 - i. Remove any employee who violates health requirements or conducts him/herself in a manner that is detrimental to the well-being of the students, provided such request is not in violation of any federal, state or local employment laws. In the event of the removal or suspension of any such employee, FSMC shall immediately restructure the food service staff to avoid disruption of service.
 - j. Not blacklist or require a letter of relinquishment or publish or cause to be published or blacklisted any employee of FSMC or SFA discharged from or voluntarily leaving the service of FSMC or SFA with intent of and for the purpose of preventing such employee from engaging in or securing similar or other employment from any other corporation, company, or individual.
10. Staffing patterns shall be mutually agreed upon and based on the FSMC's proposed staffing pattern. Deviations (more or less than staffing pattern) from the proposed staffing pattern will need to be offset by a reduction in affected Fixed Meal Price(s). Any requested changes, increase or decrease, to the staffing pattern will require SFA agreement and BNHS approval, if resulting in a proposed change to the Fixed Meal Price(s). Not all requests will be approved.
11. All SFA and FSMC personnel assigned to the food service operation in each school shall be instructed in the use of all emergency valves, switches, and fire and safety devices in the kitchen and cafeteria areas.

III. H. Use of Facilities, Inventory, Equipment, and Storage

- 1. SFA will make available, without any cost or charge to FSMC, area(s) of the premises in which FSMC shall render its services.
- 2. SFA shall have full access to the food service facilities at all times and for any reason, including inspection and audit.
- 3. Prior to the start of initial operations, the FSMC and the SFA will take a beginning inventory of all usable food and supplies on the premises. The FSMC will utilize such inventory at a value determined by invoice. On termination of the contract, the FSMC and SFA will take a similar inventory. If the value of the ending inventory is greater than the beginning inventory, the difference shall be added to the final FSMC's invoice prior to the termination of the contract and if lesser, the difference shall be subtracted from the FSMC's Cost of Business. It is understood that all usable food and supplies on the SFA's premises are the property of the SFA and not on loan from the FSMC.

4. The FMSC shall never remove any usable food or supplies from the SFA premises, regardless of ownership, without authorization from the SFA. Any missing usable food and supplies will be deducted from the FSMC invoice. Any remaining balance will be billed to the FSMC.
 - a. Supplies include but are not limited to the following: manuals of any kind, menus, small wares, equipment, and office supplies of any kind, furniture, and records of any kind.
5. FSMC and SFA shall Inventory USDA Foods by a separate inventory. The market value is based on the value in USDA's WBSCM (Web Based Supply Chain Management) at the time the USDA Foods are received by SFA. FSMC shall be compensated for any increases in such inventory not accounted for by USDA Foods inventory, increases for which FSMC had not previously provided SFA a credit.
 - a. FSMC shall be responsible for accounting for any difference between the beginning inventory and the ending inventory and shall compensate SFA for any shortfall in inventory not arising from:
 - i. use of food, USDA Foods and related supplies in SFA's Food Service Program for which SFA had not previously received a credit;
 - ii. normal wear and tear;
 - iii. theft, fire or other casualty loss beyond the control of FSMC and not arising from the negligence of FSMC or its agents.
6. FSMC shall:
 - a. Maintain the inventory of silverware, chinaware, kitchen utensils and other operating items necessary for the food service operation and at the inventory level specified by SFA.
 - b. Maintain adequate storage procedures, inventory and control of USDA Foods in conformance with SFA's agreement with BNHS.
 - c. Provide SFA with one set of keys for all food service areas secured with locks.
 - d. Not remove any SFA owned equipment from SFA's premises.
 - e. Comply with all SFA building rules and regulations.
 - f. Surrender to SFA all of SFA's equipment and furnishings in good repair and condition, reasonable wear and tear excepted upon termination of this Contract
 - g. FSMC shall not use SFA's facilities to produce food, meals or services for third parties without the approval of SFA.
 - i. If such usage is mutually acceptable, there shall be a signed agreement that stipulates the fees to be paid by FSMC to SFA for such facility usage.
 - ii. Such usage may not result in a cost to the Non-profit Food Service Account.
7. SFA shall:
 - a. Replace expendable equipment and replace, repair and maintain nonexpendable equipment except when damages result from careless use by the employees of FSMC.
 - b. Provide FSMC with local telephone service, internet service, water, gas and electric service for the food service program.
 - c. Furnish and install any equipment and/or make any structural changes to the facilities needed to comply with federal, state, or local laws, ordinances, rules and regulations.
 - d. Be responsible for any losses, including USDA Foods, which may arise due to equipment malfunction or loss of electrical power not within control of FSMC.

- e. Not be responsible for loss or damage to equipment owned by FSMC and located on SFA premises.
- f. Shall retain title to all SFA food and supplies in SFA during the course of this Contract.

III. I. Health Certifications/Food Safety/Sanitation

1. FSMC shall
 - a. Maintain, in the storage, preparation and service of food, proper sanitation and health standards in conformance with all applicable State and local laws and regulations, and comply with the food safety inspection requirement of 7 CFR 210.13(b), 7 CFR 210.9(b)(14)
 - b. Maintain all State of Iowa and local health certification for any facility outside the school in which it proposes to prepare meals and shall maintain this health certification for the duration of this Contract. 7 CFR 210.16(c)(2)
 - c. Obtain and post all licenses and permits as required by federal, state, and/or local law.
 - d. Comply with all State of Iowa and local sanitation requirements applicable to the preparation of food. 7 CFR 210.16(a)(7)
 - e. Adhere to the food safety program implemented by the SFA for all preparation and service of school meals, using a Hazard Analysis and Critical Control Point (HACCP) system as required by the Child Nutrition and WIC Reauthorization Act of 2004 (Public Law 108-265).
 - f. Allow at least two food safety inspections to be conducted by the Health Department at every site involved in school meal preparation and/or service as required by 7 CFR 210.13(b).
2. SFA shall
 - a. Comply with food safety inspection requirements as prescribed by USDA for its facilities.
 - b. Maintain applicable health certification.
 - c. Ensure that FSMC complies with all applicable state and local regulations pertaining to sanitation, preparing or serving meals at an SFA facility. 7 CFR 210.16(a)(7)
 - d. Provide sanitary toilet and hand washing facilities for the employees of FSMC as required by state and local sanitation requirements.
3. SFA and FSMC will follow the responsibility for tasks as designated in Exhibit E Division of Program Expenses and Division of Responsibilities.

IV. J. Financial Terms

1. All income accruing as a result of payments by children and adults, federal and state reimbursements, and all other income from sources such as donations, special functions, catering, à la carte, vending, concessions, contract meals, grants and loans shall be credited to the Non-profit School Food Service Fund on a daily basis.
2. Any profit or guarantee shall remain in the SFA's Non-profit School Food Service Account.
3. All Financial Terms, as found in 7 CFR 210.14 are in effect, including net cash resources, financial assurances, use of donated foods, pricing paid lunches, revenues from non-program foods, and using revenues received by the nonprofit food service are only for the operation or improvement of such food service. The _____ as necessary will complete the paid lunch equity tool and document non-program foods revenues and expenditures.
4. All facilities, equipment and services to be provided by SFA shall be provided at SFA's expense.

5. Meal Equivalency Rate equals the sum of total federal reimbursement received for a free NSLP (lunch) meal at the previous year’s rate. The equivalency rate may be increased on an annual basis by the Yearly Percentage Change in the Consumer Price Index for All Urban Consumers, as published by the U.S. Department of Labor, Bureau of Labor Statistics, Food Eaten Away from Home (CPI). This rate will be submitted to the SFA by BNHS annually and the provided rate must be used.

Meal Equivalency Rate (AS PROVIDED BY BNHS)

Lunch Meal Equivalency Rate:		
FY2025-26 Federal Free Rate of Reimbursement:		\$4.60
FY2025-26 9-Cent Additional Reimbursement:		\$0.09
FY2025-26 Value of USDA Entitlement USDA		\$0.45
Foods:	Total Meal Equivalent Rate:	\$5.14

6. Payment Terms/Method: Fixed Price contract

Fixed Price per Meal Rate Proposal—the FSMC must propose and will be paid at a fixed rate per meal/Meal Equivalent. The meal prices in this proposal do not take into account the value of U.S. Department of Agriculture (USDA) Foods that FSMC may receive for use during the year. If the contract is awarded, FSMC will fully credit SFA for the value of USDA Foods received for use. The method by which FSMC will use and account for USDA Foods shall be in accordance with section F of the Standard Terms and Conditions herein above. FSMC should complete the table below based on the SFA 5-year participation plan on page iii. FSMC acknowledges that the contract will be awarded based on the lowest proposed Total Cost to SFA, shown below, combined with the SFA’s evaluation of non-price criteria specified in the RFP.

FSMC must complete Price per Meal/Equivalent and Proposed Cost columns:					
Meal Program/Type	Proposed Fixed Price per Meal or Equivalent	X	SFA’s Estimated Annual Meals or Meal Equivalents – All Sites	=	Company’s Proposed Cost to SFA – All Sites
NSLP Breakfast:	\$	X		=	\$
NSLP Lunch:	\$	X		=	\$
NSLP Afterschool Snack	\$	X		=	\$
A la Carte (lunch equivalents):	\$	X		=	\$
SFSP Breakfast:	\$	X		=	\$
SFSP Lunch:	\$	X		=	\$
SFSP Snack:	\$	X		=	\$
SFSP Supper:	\$	X		=	\$
CACFP Breakfast:	\$	X		=	\$
CACFP Lunch:	\$	X		=	\$
CACFP Snack:	\$	X		=	\$
CACFP Supper:	\$	X		=	\$
Preschool CACFP Breakfast:	\$	X		=	\$
Preschool CACFP Lunch:	\$	X		=	\$
SMP Price per Carton:	\$	X		=	\$
Non-Reimbursable Milk Price per Carton:	\$	X		=	\$
Company’s proposed Total Cost to SFA:				=	\$

- a. The fixed price per meal may be increased or decreased on an annual basis by the Yearly Percentage Change in the Consumer Price Index for All Urban Consumers, as published by the U.S. Department of Labor, Bureau of Labor Statistics, Food Eaten Away from Home (CPI). The CPI rate will be submitted to the SFA by BNHS annually and the provided rate must be used.
 - b. Such increase or decrease shall be effective annually on the anniversary date of this Contract and will be allowed only if approved by the SFA and FSMC via signed Addendum.
 - c. No other cost increases will be allowed.
 - d. Any meal not covered by the prices indicated in the chart above will be determined using the following formula as defined by the Institute for Child Nutrition, (ICN):
 - i. Adult lunches are counted as one lunch per adult served.
 - ii. Full second student lunches can be counted as a la carte income or as an adult lunch served.
 - iii. Lunches eaten by school food service employees at no charge for the meal are considered in-kind and should not be counted as a meal equivalent.
 - iv. All other food sales (including adult breakfast), a la carte income, catered income and vending income will be divided by the Meal Equivalency Rate, III.J.(5) to get a meal equivalent total. Total meal equivalents are multiplied by the fixed price lunch rate.
 - e. No payment will be made to FSMC for meals that (7 CFR 210.10, 210.16, and 220.8):
 - i. are spoiled or unwholesome at the time of delivery;
 - ii. do not meet detailed specifications as developed by SFA for each food component in the meal pattern; or
 - iii. Do not otherwise meet the requirements of this Contract.
7. Payment Terms/Method: FSMC shall invoice SFA within _____ days after the end of each Accounting Period for the total amount of SFA's financial obligation for that Accounting Period.
8. No interest or finance charges that may accrue under this Contract may be paid from SFA's Nonprofit School Food Service Account.
9. FSMC must:
- a. Be responsible for paying all applicable taxes and fees, including, but not limited to, excise tax, state and local income tax, payroll and withholding taxes, for FSMC employees.
 - b. Indemnify and hold SFA harmless for all claims arising from payment of such taxes and fees.
10. The SFA may include the guarantee amount in negotiations with FSMCs that meet or exceed the cut-off score.
11. The SFA may select 'no guarantee' below. If not selected, then the FSMC must indicate no loss or a minimum return.

Check one	Guarantee Proposal	Amount
<input type="checkbox"/>	The SFA does not want a Guarantee Proposal	
<input type="checkbox"/>	Guarantee Minimum Return (FSMC enter amount)	\$
<input type="checkbox"/>	Guarantee No Loss	

- a. Guaranteed Minimum Return will not be factored into cost evaluation of the contract.
 - b. Any Guaranteed Return proposed by the FSMC must be fully described in the methodology including the formula for determining the value. If the contract contains such guarantees, the contract should also contain language that ensures that the FSMC bears responsibility for failure to meet those goals. "Returns" cannot be contingent upon multi-year contract duration.
 - c. If a Guarantee is proposed, the following language should be included: "The FSMC bears responsibility for failure to meet these goals. Guarantee of the Contract is based upon the following goals/assumptions in addition to the SFA goals/assumptions in the RFP; the financial terms of the Contract shall be adjusted to compensate for such change by mutual agreement of the parties. These assumptions apply only to the guarantee and in no way reflect a change to any other RFP language."
 - d. Each language item added that relates to the Guarantee should begin with "The amount of the guarantee may be affected if ..."
 - e. In the event that FSMC pays a guarantee, FSMC may not recover the guarantee from SFA in subsequent Contract years.
12. SFA shall not be responsible for any expenditure incurred by FSMC before execution of this Contract and approval by BNHS.

III. K. Records and Documentation

- 1. FSMC shall:
 - a. Maintain records (supported by invoices, receipts, or other evidence) the SFA will need to meet monthly reporting responsibilities, support the SFA Claims for Reimbursement, and,
 - i. Shall submit monthly operating statements in a format approved by the SFA no later than the _____ day of the month determined by SFA & FSMC following the month in which services were rendered.
 - ii. Submit participation records, including claim information by eligibility category, no later than the _____ day of the month determined by the SFA & FSMC following the month in which services were rendered. SFA will complete edit checks on the submitted participation records prior to preparation and submission of the claim for reimbursement.
 - b. Maintain records at SFA's premises to support all allowable expenses appearing on the monthly operating statement.
 - c. Keep records in an orderly fashion according to expense categories.
 - d. Provide SFA with a year-end statement.
 - e. Provide all documents necessary for the independent auditor to conduct SFA's single audit.
 - f. Make its documentation and records pertaining to the Contract available, upon demand, in an easily accessible manner for a period of three years after the final claim for reimbursement for the fiscal year to which they pertain.
 - g. Make the documentation and records available for audit, examination, excerpts, and transcriptions by SFA and/or any state or federal representatives and auditors.
 - h. Retain records beyond the three-year period if audit findings regarding FSMC's records have not been resolved within the three-year record retention period, for as long as required for the

resolution of the issues raised by the audit. 7 CFR 210.9(b)(17), 7 CFR 200.317-200.326, Appendix II of Part 200 Subpart F

- i. Authorized representatives of SFA, BNHS, USDA and USDA's Office of the Inspector General (OIG) shall have the right to conduct on-site administrative reviews of the food service operation.
2. FSMC shall not remove federally required records from SFA premises upon the expiration or termination of this Contract.

III. L. Term and Termination

1. If, at any time, SFA shall make a reasonable decision that adequate funding from federal, state or local sources shall not be available to enable SFA to carry out its financial obligation to FSMC, then SFA shall have the option to terminate this Contract by giving 10 days written notice to FSMC.
2. In the event either party commits material breach of this Contract, the non-breaching party shall give the breaching party written notice specifying the default, and the breaching party shall have 30 days within which to cure the default.
 - a. If the default is not cured within that time, the non-breaching party shall have the right to terminate this Contract for cause by giving 30 days written notice to the breaching party.
 - b. If the breach is remedied prior to the proposed termination date, the non-breaching party may elect to continue this Contract.
 - c. Notwithstanding the foregoing termination clause, in the event that the breach concerns sanitation problems, the failure to maintain insurance coverage as required by this Contract, failure to provide required periodic information or statements or failure to maintain quality of service at a level satisfactory to SFA, SFA may terminate this Contract immediately.
3. Either party may terminate this Contract for cause or convenience by providing sixty (60) days prior written notice to the other party. 7 CFR 210.16(d)
4. If the FSMC does not intend to sign a contract extension the SFA must be notified no later than January 15 of the current school year.
5. In the event that either party is prevented from performing its obligations under this Contract by war, acts of public enemies, fire, flood or acts of God (individually each known as a "Force Majeure Event"), that party shall be excused from performance for the period of such Force Majeure Event exists.
6. In the event of FSMC's nonperformance under this Contract or the violation or breach of the terms of this Contract, SFA shall have the right to pursue any and all available administrative, contractual and legal remedies against FSMC. 7 CFR 210.16(b)(2)
7. FSMC shall promptly pay SFA the full amount of any meal overclaims, disallowed costs or other fiscal actions which are attributable to FSMC's actions hereunder, including those over claims based on review or audit findings that occurred during the Effective Dates of original and renewal contracts.
8. SFA is the responsible authority without recourse to USDA or BNHS for the settlement and satisfaction of all contractual and administrative issues arising in any way from this Contract. Such authority includes, but is not limited to, source evaluation, protests, disputes, claims or other matters of a contractual nature.

III. M. Insurance

1. FSMC shall maintain the insurance coverage set forth below for each accident provided by insurance companies authorized to do business in the state of Iowa. A Certificate of Insurance of FSMC's insurance coverage indicating these amounts must be submitted at the time of award.

2. The information below must be completed by SFA:
 - a. Comprehensive General Liability—includes coverage for:
 - i. Premises—Operations
 - ii. Products—Completed Operations
 - iii. Contractual Insurance
 - iv. Broad Form Property Damage
 - v. Independent Contractors
 - vi. Personal Injury: \$_____ Combined Single Limit
 - b. Automobile Liability coverage with a \$_____ Combined Single Limit.
 - c. Workers' Compensation-Statutory; Employer's Liability with a combined single limit of \$_____.
 - d. Excess Umbrella Liability with a combined single limit of \$_____.
3. SFA shall be included as additional insured on General Liability, Automobile, and Excess Umbrella policies.
4. The contract of insurance shall provide for notice to SFA of cancellation of insurance policies 30 days before such cancellation is to take effect.
5. Notwithstanding any other provision of this Contract, SFA shall not be liable to FSMC for any indemnity.

III. N. Trade Secrets and Proprietary Information

1. During the term of this Contract, FSMC may grant to SFA a nonexclusive right to access certain proprietary materials of FSMC, including menus, recipes, signage, food service surveys and studies, management guidelines and procedures, operating manuals, software (both owned by and licensed by FSMC) and similar compilations regularly used in FSMC business operations ("Trade Secrets").
 - a. SFA shall not disclose any of FSMC's Trade Secrets or other confidential information, directly or indirectly, during or after the term of this Contract.
 - b. SFA shall not photocopy or otherwise duplicate any such material without the prior written consent of FSMC.
 - c. All trade secrets and other confidential information shall remain the exclusive property of FSMC and shall be returned to FSMC immediately upon termination of this Contract.
 - d. SFA shall not use any confusingly similar names, marks, systems, insignia, symbols, procedures and methods.
 - e. Without limiting the foregoing and except for software provided by SFA, SFA specifically agrees that all software associated with the operation of the food service, including without limitation, menu systems, food production systems, accounting systems and other software, are owned by or licensed to FSMC and not SFA.
 - f. Furthermore, SFA's access or use of such software shall not create any right, title interest or copyright in such software and SFA shall not retain such software beyond the termination of this Contract.
 - g. In the event of any breach of this provision, FSMC shall be entitled to equitable relief, including an injunction or specific performance, in addition to all other remedies otherwise available.

- h. All of SFA's obligations under this section are subject to SFA's obligations under Iowa Statute and any other law that may require SFA to use, reproduce or disclose FSMC confidential information.
 - i. This provision shall survive termination of this Contract.
2. Any discovery, invention, software or program, the development of which is paid for by SFA, shall be the property of SFA to which BNHS and USDA shall have unrestricted rights.
 3. During the term of this Contract, FSMC may have access to SFA confidential information ("SFA Confidential Information"), including student identifiable confidential information that is protected from disclosure by federal law 42 U.S.C. 1758(b)(6)
 - a. FSMC agrees to hold any SFA Confidential Information in confidence during the term of this Contract and thereafter.
 - b. FSMC further agrees that FSMC has no independent rights to this information and will not make any SFA Confidential Information available in any form to any third party or use Confidential Information for any purpose other than the performance of FSMC's obligations under this Contract.
 - c. FSMC will use reasonable security measures to protect SFA's Confidential Information from unauthorized access, use or disclosure and ensure that SFA's Confidential Information is not disclosed or distributed in violation of the terms of this Contract.
 - d. Immediately upon the termination or expiration of this Contract, FSMC shall return to SFA any copies of SFA's Confidential Information provided to FSMC by SFA, and FSMC will destroy all other copies of SFA's Confidential Information in all forms, partial and complete, in all types of media and computer memory, and whether or not modified or merged into other materials.

III. O. Other Programs: Amendments for SFSP, CACFP, ASP and FFVP to be completed as applicable.

Summer Food Service Program

- SFA currently participates or plans to participate in the SFSP
- SFA does not participate in the SFSP

Sponsors may not contract out the following management responsibilities of the Program 7 CFR 225.15(a)(3). The SFA is responsible for full compliance with rules and regulations relating to implementation of the SFSP. 7 CFR 225.15

1. The following administrative responsibilities must remain with an employee of the SFA, as the SFSP Sponsor, and may not be delegated to a FSMC employee. The SFA is responsible to:
 - a. Meal orders
 - i. Inform the FSMC of the approved food service sites and the approved level at each site for which the FSMC will provide meals.
 - ii. Plan for and prepare or order meals on the basis of participation trends with the objective of providing only one meal per child at each meal service.
 - b. Records and Claims
 - i. Maintain accurate records justifying all meals claimed and documenting that all Program funds were spent only on allowable Child Nutrition Program costs. 7 CFR 225.15(c)
 - ii. Submit claims for reimbursement in accordance with 7 CFR 225.15.
 1. Compiling daily site counts at the school and SFA level, and maintaining records.
 2. Certifying and submitting the claim for reimbursement.

- c. Training and monitoring
 - i. Hold Program training sessions for its administrative and site personnel
 - ii. Not allow a site to operate until personnel attend at least one of the trainings.
 - iii. Visit and review food service operations at each SFSP site as required by 7 CFR 225.15(d)(2), 7 CFR 225.15(d)(3) and 7 CFR 225.15(d)(4).
 - iv. Maintain a reasonable level of site monitoring.
 - v. Document required SFSP site visits and reviews of all sites.
 - d. Determination / Processing of Free and Reduced Price applications
 - i. Coordination of printing of materials.
 - ii. Approving Official, Hearing Official, or contact person for questions.
 - iii. Development of materials for distribution from prototypes provided by BNHS, including Letter to Parents, Application, Public Release, etc.
 - iv. Distribution of materials to parents/guardians.
 - v. Collection of submitted applications.
 - vi. Processing of applications, including approval/denial and follow-up to obtain complete information.
 - vii. Inputting data into computer if applications approved manually.
 - viii. Inputting data into computer if computer system automatically determines eligibility.
 - ix. Final approval and signature of approving official.
 - x. Notification of approval and status to parent/guardian.
 - e. Notification to the Community
 - i. Must annually announce in the media serving the area from which it draws its attendance the availability of free meals.
 - ii. Sponsors of camps, closed enrolled sites and conditional non-congregate sites must notify participants of the availability of free meals and if a free meal application is needed.
 - f. Completion of Summer Food Service Program Sponsor and Site Application
2. FSMC may complete the following duties in the SFSP for the SFA
- a. Meal preparation. Preparation of meals meeting Federal nutrition guidelines.
 - b. Meal delivery. 7 CFR 225.16(c)(6)
 - i. Meal deliveries must arrive before the approved meal service time.
 - ii. Meals must be delivered within one hour of the start of the meal service if the site does not have adequate storage to hold hot or cold meals at the temperatures required by State or local health regulations.
 - c. Meal service. Meals served within the approved meal service time.
 - d. Procurement of food, supplies, goods, and other services in compliance with procurement standards prescribed in USDA Uniform Federal Assistance Regulations, 7 CFR 200.317-200.326 for public sponsors, and 7 CFR 225.17 regulations.

3. The FSMC or SFA may ensure that in storing, preparing, and serving food, proper sanitation and health standards are met. SFA shall immediately correct any problems found as a result of a health inspection and shall submit written documentation of the corrective action implemented within two weeks of the citation.
4. SFA shall be responsible for determining eligibility of all SFSP sites
5. Bonding requirements
 - a. Bid guarantee (when the SFSP portion of the proposal exceeds \$250,000):
 - i. FSMC shall submit with his or her proposal a bid bond or guarantee in the amount of \$ _____ not less than 5 percent or more than 10 percent of the value of the contract for which the bid is made.
 - ii. Shall be from a surety company listed in the current Department of the Treasury Circular 570.
 - iii. Bid guarantees other than bid bonds will be returned:
 1. to unsuccessful FSMCs as soon as practicable after the opening of proposals and,
 2. to the successful FSMC upon execution of such further contractual documents (i.e., insurance coverage) and bonds as may be required by the RFP.
 - b. Performance guarantee (when the SFSP portion of the Contract exceeds \$250,000):
 - i. FSMC must obtain a performance bond in the amount of \$ _____ (not less than 10 percent nor more than 25 percent of the value of the Contract)
 - ii. Shall be from a surety company listed in the current Department of the Treasury Circular 570.
 - iii. Any FSMC which enters into more than one contract with any one SFA shall obtain a performance bond covering all contracts if the aggregate amount of the contracts exceeds \$250,000.
 - iv. Must furnish a copy of the performance bond written within ten days of the awarding of the contract. 7 CFR 225.15(m)(6)
 - v. Bid guarantees other than bid bonds will be returned to unsuccessful FSMCs as soon as practicable after the opening of proposals. Performance bonds for the successful FSMC shall be held for the duration of the Contract.
6. FSMC must comply with the 21-day menu cycle approved by SFA for the SFSP
 - a. SFA shall approve any changes in the menus no later than two weeks prior to service after the initial cycle has been used.
 - b. Documentation of SFA approval must be kept of any changes to menus by the FSMC.
 - c. Portion sizes shall be documented on menus if production records are not maintained by the site.
7. SFA will make final determination of the opening and closing dates of all SFSP sites
8. FSMC may use USDA Foods to conduct SFSP in accordance with Section F of the Standard Terms and Conditions herein above and 7 CFR 225.9(b), 7 CFR 200.317-326
9. The FSMC entering into a contract with the SFA under SFSP shall not subcontract for the total meal, with or without milk, or for assembly of the meal. 7 CFR 225.6(l)(2)(ii) and 226.21(e)

Fresh Fruit and Vegetable Program:

- SFA currently participates or plans to participate in the FFVP
 - SFA does not participate in the FFVP
1. The SFA and FSMC shall operate the FFVP in accordance with the requirements of Section 19 of the National School Lunch Act, all applicable regulations and policies and the FFVP Handbook for Schools, as well as USDA guidance issued via memorandum and the Administrative Review Manual (ARM).
 - a. Operational cost are the primary cost of running the FFVP, to include:
 - i. Buying fruits and vegetables, including the cost of bulk and/or pre-cut produce and delivery charges;
 - ii. Buying low-fat or non-fat dip for vegetables only;
 - iii. Buying non-food items or supplies that are used in serving and cleaning such as napkins, paper plates, serving bowls and trays, cleaning supplies and trash bags; and
 - iv. Salaries and fringe benefits for employees engaged in preparing and distributing fresh fruits and vegetables and in maintaining a sanitary environment.
 - b. Administrative costs are used principally to support planning and managing paperwork, obtaining the equipment needed and all other aspects of FFVP that are not related to the preparation and service of fruits and vegetables. Administrative costs cannot exceed ten (10%) percent of the SFA's FFVP awarded grant funds and include:
 - i. Purchasing or leasing equipment such as refrigerators, coolers, portable kiosks, carts and portable food bars
 - ii. Salaries and fringe benefits for employees who compile and maintain claims for reimbursement and other financial reports, plan and write menus, order produce, track inventory and coordinate nutrition promotion activities
 - c. Operational and Administrative labor costs must be supported by time sheets or time studies.
 2. The following responsibilities must remain with an employee of the SFA, and may not be delegated to a FSMC employee. The SFA is responsible to:
 - a. Complete the annual FFVP organization and school site application.
 - b. Inform the FSMC of all FFVP policies and rules to guarantee the program is operated in compliance with FNS standards.
 - c. Regularly monitor FSMC operations to ensure compliance with relevant FFVP requirements and all provisions of the contract.
 - d. Requires FSMCs to submit a FFVP cycle menu.
 - e. Require all FSMCs to document and track FFVP expenses separately and make this documentation easily accessible for the SFA to review.
 - f. Submit FFVP claims for reimbursement.
 3. FSMC may complete the following duties in the FFVP for the SFA:
 - a. FFVP snack preparation.
 - b. FFVP snack delivery.
 - c. Procurement of food, supplies and goods in compliance with procurement standards prescribed in USDA Uniform Federal Assistance Regulations.

- d. Submit to the SFA a monthly invoice for the actual allowable costs associated with operating the FFVP, including supporting documentation.
- e. Maintain accurate records of FFVP expenses included on monthly invoice and documenting that all Program funds were spent only on allowable FFVP costs. This may include invoice copies, timesheets and time studies.

III. P. Optional Services to Be Included

The scope of this Contract may include additional services as noted before the RFP is issued. Note: if SFA is seeking improvements to its food service equipment, SFA must state amount.

SFA and FSMC will not be able to incorporate into their agreement by any method, including an additional exhibit or guarantee terms that FSMC will provide items without SFA explicitly stating such options in the RFP prior to issuance. **Including additional items or terms in the response that are not requested in the RFP, such as offering new equipment, may lead to the response being rejected as overly responsive.**

III. Q. Certifications

- 1. FSMC shall execute and comply with the following Certifications which are attached to this Contract as Exhibits and fully incorporated herein:
 - a. Debarment Certification
 - b. Anti-collusion Affidavit
 - c. Certification Regarding Lobbying
 - d. Standard Form-LLL, Disclosure Form to Report Lobbying, when applicable

III. R. Miscellaneous

- 1. Emergency Notifications:
 - a. SFA shall notify FSMC personnel of any interruption in utility service of which it has knowledge.
 - b. SFA shall notify FSMC personnel of any delay in the school day start or the closing of school(s) due to snow or other emergency situations.
- 2. Governing Law: This Contract is governed by and shall be construed in accordance with Iowa law.
- 3. Headings: All headings and formatting contained in this Contract are for convenience of reference only, do not form a part of this Contract, and shall not affect in any way the meaning or interpretation of this Contract.
- 4. Incorporation/Amendments:
 - a. This Contract, which includes the attached Amendments A and B (if applicable), Exhibits A–N, Price Proposal/Evaluation Rubric and RFP Appendixes 1-4, any attachments indicated in the Exhibits, Program Regulations, and SFA’s RFP/Contract (collectively the “Contract Documents”), contain the entire agreement between the parties with relation to the transaction contemplated hereby, and there have been and are no covenants, agreements, representations, warranties or

restrictions between the parties with regard thereto other than those specifically set forth in this Contract.

- b. In the event of a conflict between or among any of the terms of the Contract Documents, such conflicts shall be resolved by referring to the Contract Documents in the following order of priority:
 - i. SFA's RFP solicitation
 - ii. FSMC proposal documents; and
 - iii. SFA/FSMC final RFP/contract
 - c. The SFA alone must be responsible, in accordance with good administrative practice and sound business judgment for the settlement of all contractual and administrative issues arising out of procurements. 2 CFR 200.318(k)
 - d. No modification or amendment to this Contract shall become valid unless made in writing, signed by the parties, and approved by BNHS.
5. Indemnity:
- a. Except as otherwise expressly provided in this Contract, FSMC will defend, indemnify, and hold SFA harmless from and against all claims, liability, loss and expense, including reasonable collection expenses, attorneys' fees and court costs that may rise because of the actions of FSMC, its agents or employees in the performance of its obligations under this Contract, except to the extent any such claims or actions result from the negligence of SFA, its employees or agents.
 - b. This clause shall survive termination of this Contract.
6. The SFA and the FSMC shall work together to ensure a financially sound operation.
7. Nondiscrimination: In the operation of Child Nutrition Programs, no child shall be denied benefits or be otherwise discriminated against because of race, color, national origin, age, sex, or disability. State agencies and school food authorities shall comply with the requirements of: Title VI of the Civil Rights Act of 1964; title IX of the Education Amendments of 1972; section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; Department of Agriculture regulations on nondiscrimination (7 CFR 15(a)); and FNS Instruction 113-1.
- a. The USDA and Iowa nondiscrimination statements must be printed on all material describing child nutrition programs such as handbooks, letters and pamphlets, and on websites. The most current nondiscrimination statements can be obtained from BNHS.
8. Notices:
- a. All notices, consents, waivers or other communications which are required or permitted hereunder, except those required under Emergency Notification herein above, shall be sufficient if given in writing and delivered personally, or by sending a copy thereof by first class or express mail, postage prepaid, courier service, charges prepaid or by email or facsimile transmission (followed by the original) to the address (or to the facsimile or email address or telephone number), as follows (or to such other addressee or address as shall be set forth in a notice given in the same manner):

To SFA: _____

To FSMC: _____

Email to shea.cook@iowa.gov at the Bureau of Nutrition & Health Services

- b. If such notice is as above, it shall be deemed to have been given to the person entitled thereto when deposited in the United States mail or courier service for delivery to that person or, in the case of facsimile transmission, when received.
- 9. Severability: If one or more provisions of this Contract, or the application of any provision to either party or circumstance is held invalid, unenforceable or illegal in any respect, the remainder of this Contract and the application of the provision to other parties or circumstances shall remain valid and in full force and effect.
- 10. Silence, absence or omission: Any silence, absence, or omission from the Contract specifications concerning any point shall be regarded as meaning that only the best commercial practices are to prevail and that only materials (e.g., food, supplies, etc.) and workmanship of a quality that would normally be specified by SFA are to be used.
- 11. Subcontract/Assignment: No provision of this Contract shall be assigned or subcontracted without prior written consent of SFA, except that FSMC may, after notice to SFA, assign this Contract in its entirety to an affiliated company or wholly owned subsidiary without prior written consent and without being released from any of its responsibilities hereunder.
- 12. Waiver: The failure of FSMC or SFA to exercise any right or remedy available under this Contract upon the other party's breach of the terms, covenants or conditions of this Contract or the failure to demand prompt performance of any obligation under this Contract shall not be deemed a waiver of such right or remedy; of the requirement of punctual performance; or of any subsequent breach or default on the part of the other party.
- 13. BNHS Review: This Contract is not effective until it is approved, in writing, by BNHS.

IV. AGREEMENT

FSMC certifies that the FSMC shall operate in accordance with all applicable state and federal regulations.

FSMC certifies that all terms and conditions within the Proposal shall be considered a part of this Contract as if incorporated therein.

This Contract shall be in effect for one year and may be renewed by mutual agreement for up to four additional one-year periods.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be signed by their duly authorized representatives.

SCHOOL FOOD AUTHORITY:

Name of SFA _____

Signature of Authorized SFA Representative _____

Printed Name of Authorized SFA Representative _____

Title _____

Date Signed _____

FOOD SERVICE MANAGEMENT COMPANY:

Name of FSMC _____

Signature of Authorized FSMC Representative _____

Printed Name of Authorized FSMC Representative _____

Title _____

Date Signed _____

Exhibits

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Exhibit A - SFA Profile

SFA Name: _____
 Agreement #: _____
 Address: _____
 Phone: _____
 Fax: _____
 SFA Contact Name: _____
 SFA Contact Email: _____

School Year Start Date: _____ School Year End Date: _____

School Type	# of Schools	Grade Range	Enrollment
Elementary(s)			
Middle/Jr. High(s)			
Senior High(s)			
Alternative School(s)			
Pre-K School(s)			
Other			
Total			

Employee Type	Total Number	Full-time	Part-time
Instructional			
Food Service			
Other			
Total			

Kitchen Type	# of Schools
Self-contained: Meals prepared for only that site	
Base/Central: Meals prepared and transported to serving sites	
Finishing Kitchen: Part of the food is prepared on-site	
Satellite: No food is prepared on-site	
Other (Describe)	

Food Delivery System: If applicable, describe how food is transported to serving sites from a base/central kitchen to Finishing and/or Satellite sites. Include the number of delivery routes, time schedule for each route, and the number of miles traveled round-trip on each route

SFA - Attach a detailed reimbursement report for each building for all reimbursable programs for the past three school years labeled Exhibit A1.

SFA - Attach detailed report from point of sale system that gives a total for a la carte sales for the past three school years labeled Exhibit A2.

(This exhibit to be completed by the SFA)

Exhibit B – Menus

As indicated in III. D. (2.), either the SFA or the FSMC will provide 21-day cycle menus for meals for all applicable programs as the basis for the FSMC’s proposed cost estimates. Provided menus must include portion sizes for each age group or grade group served. List all menu choices for reimbursable meals including alternate menu choices.

FSMC will submit 21-day cycle menu as indicated below

OR

SFA will submit 21-day cycle menu as indicated below

If the SFA is requesting menus from the FSMC, the SFA must complete the chart below. SFA should indicate the number of item choices they want for each category.

Lunch

Grades	Entrée	Fruit	Veg.	Milk	Fruit/Veg. Bar
	<i>ex. one cold and one hot entrée</i>	2	2	3	Yes/No
Pre-K					
K to 5					
6 to 8					
9 to 12					

Breakfast

Grades	Entrée	Fruit	Milk	Other
	<i>ex. one cold and one hot entree</i>	2	3	
Pre-K				
K to 5				
6 to 8				
9 to 12				

FSMC must attach a 21-day cycle menu labeled Exhibit B for each of the child nutrition programs the SFA participates in as indicated in the chart on Page iii of the RFP.

Food items offered a la carte must meet HHFKA Smart Snack standards for all competitive foods sold in schools.

The FSMC must adhere to the 21-day cycle menu submitted with the RFP for the first 21 days of meal service. Changes thereafter may be made with written approval from the SFA.

(This exhibit to be completed by the SFA)

Exhibit C – Pricing

Price schedules for the current school year:

Lunch	Price
Elementary Paid	
Elementary Reduced	\$.40
Middle/Jr. High Paid	
Middle/Jr. High Reduced	\$.40
Senior High Paid	
Senior High Reduced	\$.40
Adult/Guest	
Other	
Breakfast	Price
Elementary Paid	
Elementary Reduced	\$.30
Middle/Jr. High Paid	
Middle/Jr. High Reduced	\$.30
Senior High Paid	
Senior High Reduced	\$.30
Adult/Guest	
Other	
Other (SMP, ASC, etc.)	Price
Elementary Paid	
Elementary Reduced	
Middle/Jr. High Paid	
Middle/Jr. High Reduced	
Senior High Paid	
Senior High Reduced	
Adult/Guest	
Other	
A la Carte	Price
Main Dish	
Side Dish	
Milk	
Other Beverages	
Snack Item	
Other	
Other	
Other	
Other	

(This exhibit to be completed by the SFA)

Exhibit D – Revenue and Expenses

Attach a report labeled Exhibit D that shows revenue and expenses for the previous 3 school years. Report should include expenses for food, labor, supplies. Report should include revenue including state and federal reimbursement, income from paid and reduce price lunches, and non-program foods (adult meals, catering, a la carte, etc.).

(This exhibit to be completed by the SFA)

Exhibit E – Division of Costs/Responsibilities for Food Service Operations

Costs	FSMC	SFA
Food Costs		
Food, Condiments, Beverages		
USDA Foods Distribution Delivery Fees		
Labor Costs	FSMC	SFA
Hourly Wages:		
Bookkeeper/Secretarial		
Food Service Workers		
Cashiers		
Driver		
Other		
Hourly Benefits and Taxes:		
FICA		
Retirement for Contractor's employees		
Unemployment Insurance for Contractor's employees		
Worker's Compensation for Contractor's employees		
Health Insurance for Contractor's employees		
Life Insurance & Disability for Contractor's employees		
Holidays for Contractor's employees		
Management Salaries		
Management Benefits & Taxes		
Other Purchased Services	FSMC	SFA
Telephone (local & long distance)		
Utilities (heat, power, water)		
Extermination		
Laundry		
Other		
Supplies	FSMC	SFA
Disposable Servicewear		
Cleaning Supplies		
Paper Supplies		
Uniforms		
Menu Paper		
Menu Printing		
Promotional Materials		
Meal Tickets		
Office Supplies		
Equipment and Repair	FSMC	SFA
Replacement of Capital/Major Equipment		
Replacement of Expendable/Minor Equipment		
Repair of Equipment (normal wear and tear)		

Repair of Equipment Resulting from Negligence of the Contractor's Employees		
Repair of Equipment Resulting from Negligence of SFA's Employees		
Capital Improvement	FSMC	SFA
Building Structural Changes		
Painting		
Other	FSMC	SFA
Vehicle		
Lease and Purchase		
Maintenance		
Major Repairs		
Fuel & Oil		
Taxes		
Insurance		
Licenses		
Registration		
Depreciation		
Audit Fees		
Permits		
Promotions		
Mileage		
Employee Physicals		
Sales Tax		
Performance Bond (if applicable)		
Liability Insurance		
FSMC Training Workshops		
Travel Expenses for FSMC Training Workshops		
Custodians		
School Secretaries		
Trash Pickup		
Cleaning & Sanitation		
Building Maintenance		
Sell & Distribute Meal Tickets		
Nutrition Education		
Pick-up and bank deposit of daily cash		
Other		

(This exhibit to be completed by the SFA)

Exhibit G – SFA Policies Impacting the Food Service Program

Attach policies labeled Exhibit G or provide an electronic link to and identify all board policy numbers that may impact the food service operations of the SFA. Examples include the following: SFA’s Annual Calendar, Policy for Extreme Weather Days, Local Wellness Policy, Smart Snacks/Healthy Hunger Free Kids Act Requirements, Emergency Procedures, Procurement Plan, Bid/Proposal Protest Procedure, Code of Ethics, Collective Bargaining Agreements, Employee Policies & Procedures, Negative Balance Policy, etc.

Link(s):

(This exhibit to be completed by the SFA)

Exhibit H – FSMC Profile

General Information:

Company Name: _____
Address of Company Headquarters: _____
Number of Offices: _____
Location of Offices: _____
Person responding to RFP: _____
Title: _____
Mailing Address: _____
Phone: _____
Fax: _____

School Food Service Experience:

A. Attach a client list, using the format below, that includes each school district or other similar organization that the company has served during the past 5 years. Label as Exhibit H, Part 3, A

District Name
Status: Active or Discontinued/Terminated (if terminated explain why)
Contact Information for District Administrator including:
Name
Title
Phone

B. Attach a narrative summary documenting the company's experience during the past 3 years of successfully operating a complex food service program requiring nutritious meals that comply with applicable regulations. Label as Exhibit H, Part 3, B

C. Attach a reference list providing the name, title, organization, address, and phone number of 3 current food service clients who can be contacted as references. Label as Exhibit H, Part 3, C.

Personnel Management and Team:

A. Enter on this form or attach a list including the names of all team members and their proposed roles in the SFA's food service program. Label attachment as Exhibit H, Part 4, A.

B. Attach a resume for each team member listed in Part 3, A. showing his or her relevant experience and qualifications. Label attachment as Exhibit H, Part 4, B.

C. Briefly describe the company's organization, and how its resources will be used for the benefit of the SFA's food service program. Enter on this form or attach and label as Exhibit H, Part 4, C.

Information entered on this Exhibit is considered proprietary information of the FSMC.

(This exhibit to be completed by the FSMC)

Exhibit I – Nondelegable Responsibilities

School Food Authority Responsibilities

School Food Authority Acknowledgement

The School Food Authority shall be legally responsible for the conduct of the food service program, and shall supervise and monitor the food service operations in such manner as will ensure compliance with the rules and regulations of the Iowa Department of Education/Bureau Nutrition and Health Services (DE/BNHS) and the United States Department of Agriculture (USDA) regarding the school food service program.

- The School Food Authority shall remain responsible for ensuring that the food service operation is in conformance with its agreement under the program and shall monitor the food service operation through periodic on-site visitations. 7 CFR 210.16(a)(2)(3).
- The School Food Authority contracting with a food service management company shall establish an advisory board composed of parents, teachers and students to assist in menu planning. 7 CFR 210.16(a)(8).
- The School Food Authority shall maintain applicable health certification and be assured that all state and local regulations are being met by a food service management company preparing or serving meals at the School Food Authority facility. 7 CFR 210.16(a)(7).
- The School Food Authority shall establish all program and nonprogram meal and a la carte prices. 7 CFR 210.16(a)(4).
- The School Food Authority shall develop and include in the request for proposal a 21-day cycle menu or request the menu be provided by the FSMC. The food service management company must adhere to the cycle for the first 21 days of meal service. Changes thereafter may be made with the approval of the School Food Authority. 7 CFR 210.16(b)(1).
- The School Food Authority shall retain signature authority on the application/agreement to participate in the National School Lunch Program (NSLP), School Breakfast Program (SBP), Special Milk Program (SMP), and After School Snack program (ASSP) including the School Food Authority's free and reduced price policy statement; 7 CFR 210.9 (a)(b), 210.16(a)(5).

BNHS utilizes a website Application/Claim Online System. BNHS approves school district personnel access to the system which also represents secure signature authority for applications and claims. The School Food Authority personnel that are approved to access the online system shall not disclose user logon and passwords to any other parties or otherwise enable system use by unapproved users.

- The School Food Authority shall establish internal controls which ensure the accuracy of lunch counts prior to the submission of the monthly claim for reimbursement. 7 CFR 210.8(a) At a minimum, the School Food Authority shall:
 - review edit check worksheets and make comparisons of daily free, reduced price and paid lunch counts against data which will assist in the identification of lunch counts in excess of the number of free, reduced price and paid lunches served each day to children eligible for such lunches;
 - develop and implement a system for follow-up on those lunch counts which suggest the likelihood of lunch counting problems.
 - conduct an on-site review of the lunch counting and claiming system employed by each school within the jurisdiction of the School Food Authority.
- The School Food Authority shall be responsible for signing reimbursement claims. This responsibility cannot be delegated to the food service management company. 7 CFR 210.16(a)(5).
- The School Food Authority shall be responsible for all contractual agreements entered into in connection with the school nutrition program (i.e., vending meals to other school food authorities). 7 CFR 210.21, 7 CFR 210.19(a)(1).
- The School Food Authority shall retain control of the school food service account and overall financial responsibility for the food service program. 7 CFR 210.19(a)(2)

- The School Food Authority shall be responsible for ensuring resolution of program review and audit findings. 7 CFR 210.9(b)(17) and 210.18(k)(1)(2).
- The School Food Authority shall develop, distribute and collect the parent letter and application for free and reduced price meals and free milk. This responsibility shall not be delegated to the food service contractor to any degree. 7 CFR 245.6
- The School Food Authority shall be responsible for verifying applications for free and reduced price meals or free milk benefits and the conduct of any hearings related to such determinations. This responsibility shall not be delegated to the food service management company. 7 CFR 245.
- The School Food Authority shall assure that the maximum amount of USDA donated foods are received and utilized by the food service management company. 7 CFR 210.9(b)(15)
- The School Food Authority shall establish commodity processing agreements. The responsibility cannot be delegated to the food service management company. 7 CFR 250.50(d).
- In order to offer a la carte food service, the School Food Authority must also offer to all eligible children free, reduced price and full price reimbursable meals. 7 CFR 210.16(a)
- The School Food Authority shall establish all prices, including price adjustments for food items served under the nonprofit school food service account (e.g., reimbursable meals, a la carte service, adult meals). 7 CFR 210.16(a)(4)

I understand that these responsibilities cannot be delegated to the FSMC and must remain the sole responsibility of the School Food Authority.

Signature School District Official

Title

Date

(This exhibit to be completed by the FSMC)

Exhibit J – Suspension and Debarment Certification

Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transactions

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7CFR Part 3017, Section 3017.510, Participants' responsibilities. The regulations were published as Part IV of the January 30, 1989, Federal Register (pages 4722-4733). Copies of the regulations may be obtained by contacting the Department of Agriculture agency with which this transaction originated.

(Before completing certification, read instructions below.)

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Organization Name:

PR/Award # or Name: _____

Authorized Representative: _____

Title: _____

Signature: _____

Date: _____

Instructions for Suspension and Debarment Certification:

1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out on the form in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when the transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tiered covered transaction", "participant", "person", "primary covered transaction", "principal", "proposal", and "voluntarily excluded" as used in this clause, have the meanings set out in the definitions and coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tiered covered transaction with a

person who is debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions", without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

(This exhibit to be completed by the FSMC)

Exhibit K – Certificate of Independent Price Determination

Both the school food authority (SFA) and Food Service Management Company (offeror) shall execute this Certificate of Independent Price Determination.

By submission of their offer, the offeror certifies and in the case of a joint offer, each party thereto certifies as to its own organization, that in connection with this procurement:

- (1) The prices in this offer have been arrived at independently, without consultation, communication or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other offeror or with any competitor;
- (2) Unless otherwise required by law, the prices which have been quoted in this offer have not been knowingly disclosed by the offeror and will not knowingly be disclosed by the offeror prior to opening in the case of an advertised procurement, or prior to award in the case of a negotiated procurement, directly or indirectly to any other offeror or to any competitor; and
- (3) No attempt has been made or will be made by the offeror to induce any person or firm to submit or not to submit, an offer for the purpose of restricting competition.

Each person signing this offer on behalf of the Food Service Management Company certifies that:

- (1) He or she is the person in the offeror's organization responsible within the organization for the decision as to the prices being offered herein and has not participated, and will not participate, in any action contrary to (A)(1) through (A)(3) above; or
- (2) He or she is not the person in the offeror's organization responsible with the organization for the decision as to the prices being offered herein, but that he or she has been authorized in writing to act as agent for the persons responsible for such decision in certifying that such persons have not participated and will not participate, in any action contrary to (A)(1) through (A)(3) above, and as their agent does hereby so certify; and he or she has not participated, and will not participate, in any action contrary to (A)(1) through (A)(3) above.

To the best of my knowledge, this Food Service Management Company, its affiliates, subsidiaries, officers, directors and employees are not currently under investigation by any governmental agency and have not in the last three years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract, except as follows:

Name of Food Service Management Company: _____

Signature of FSMC Authorized Representative: _____

Title: _____

Date: _____

In accepting this offer, the SFA certifies that no representative of the SFA has taken any action which may have jeopardized the independence of the offer referred to above.

Name of School Food Authority: _____

Signature of Authorized Representative: _____

Title: _____

Date: _____

(This exhibit to be completed by the FSMC)

Exhibit L – Certification Regarding Lobbying
Applicable to Grants, Subgrants, Cooperative Agreements, and Contracts Exceeding \$100,000 in Federal Funds

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by Section 1352, Title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The undersigned certifies, to the best of his or her knowledge and belief, that:

No federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

The undersigned shall require that the language of this certification be included in the award documents for all covered subawards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Name of Organization Submitting Bid

Address of Organization Submitting Bid

City

State

Zip Code

Name of Submitting Official

Title of Submitting Official

Signature

Date

(This exhibit to be completed by the FSMC)

Exhibit M - Disclosure of Lobbying Activities

Approved by OMB Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1362

0348-0046

1. Type of Federal Action: a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	2. Status of Federal Action: a. bid/offer/application b. initial award c. post-award	3. Report Type: a. initial filing b. material change For Material Change Only: Year _____ quarter _____ Date of last report _____
4. Name and Address of Reporting Entity: _____ Prime _____ Subawardee Tier _____, <i>if known:</i> Congressional District, <i>if known:</i>	5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: Congressional District, <i>if known:</i>	
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, <i>if applicable:</i> _____	
8. Federal Action Number, <i>if known:</i>	9. Award Amount, <i>if known:</i> \$	
10. a. Name and Address of Lobbying Registrant <i>(If individual, last name, first name, MI):</i>	b. Individuals Performing Services <i>(Including address if different from No. 10a)</i> <i>(last name, first name, MI):</i>	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____	
Federal Use Only:		Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)

(This exhibit to be completed by the FSMC)

Instructions for Completion of SF-LLL, Disclosure of Lobbying Activities (if applicable)
Procurement

The filing of a form is required for each payment or agreement to make payments to any lobbying entity for influencing or attempting to influence an office or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action.

This disclosure form shall be completed by the reporting entity, whether sub-awardee or prime Federal recipient at the initiation of receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. Use the SF-LLL-A Continuation Sheet for additional information in the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal Action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal Action.
2. Identify the status of the Federal Action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal Action.
4. Enter the full name, address, city, state, and zip code of reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or sub-award recipient. Identify the tier of the sub-awardee, e.g., the first sub-awardee of the prime is the 1st tier, Sub-awards include but are not limited to subcontracts subgrants, and contract awards under the grants.
5. If the organization filing the report in item 4 checks "sub-awardee," then enter the full name, address, city, state and zip code of the prime Federal recipient, Include Congressional District, if known.
6. Enter the name of the Federal Agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal Action (item 1). IF known, enter the full Catalog of Federal Domestic Assistance (SFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal Action identified in item 1 (e.g. Request for Proposal (RFP) number; Invitation For Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal Action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a.) Enter the full name, address, city state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal Action. (b.) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a.). Enter last name, first name, and middle initial (MI).
11. Enter the amount of compensation paid or reasonable expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. IF this is a material change report, enter the cumulative amount of payment made or planned to be made.

12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered Include all preparatory and related activity, no just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted of the officer(s), employee(s), of Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLL0A continuation sheet(s)is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number. Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

(This exhibit to be completed by the FSMC)

Exhibit N – Allowable Expenses

Iowa Administrative Code for School Nutrition:

<https://www.legis.iowa.gov/docs/iac/rule/281.98.74.pdf>

Nutrition Programs and Indirect Costs Guidance from the Iowa Department of Education:

<https://educate.iowa.gov/pk-12/operation-support/business-finance/accounting-reporting/indirect-cost-rate>

Uniform Administrative Procedures Manual:

<https://educate.iowa.gov/pk-12/operation-support/business-finance/financial-management/administrative-procedures>

Equipment:

*Equipment is defined as tangible personal property having a useful life of more than one year and a per-unit acquisition cost which equals or exceeds the lesser of the capitalization level established by the SFA for financial statement purposes, or \$10,000.

*School Food Authorities (SFAs) must receive written approval, in advance, from the Iowa Department of Education for any capital expenditures, including equipment, for the United States Department of Agriculture (USDA) Child Nutrition Program (CNP) in excess of \$10,000 or the SFAs capitalization level if it is less.

*The requirement to use proper procurement methods for all purchases continues. Contact your consultant to obtain an Iowa Pre-Approved Equipment list. This list of equipment typically purchased has been approved by the Iowa Dept of Education, Bureau of Nutrition & Health Services for Iowa School Food Authorities and no request for purchase using Child Nutrition Funds needs to be submitted to the Bureau. Equipment not on the list requires submission of a request to the Bureau of Nutrition & Health Services at the Iowa Department of Education. Requests, when needed, should be sent to Patti.Harding@iowa.gov.

*During an administrative review, the Bureau must ensure appropriate equipment purchases were made based on either the IDOE pre-approved equipment list or through the State agency prior approval process. If any equipment purchases are identified as unallowable, the Bureau may disallow these purchases.

Assurance Statement

The Vendor hereby agrees that it will comply with:

- i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.);
- ii. Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.);
- iii. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794);
- iv. Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.);
- v. Title II and Title III of the Americans with Disabilities Act (ADA) of 1990 as amended by the ADA Amendment Act of 2008 (42 U.S.C. 12131-12189);
- vi. Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency." (August 11, 2000);
- vii. All provisions required by the implementing regulations of the Department of Agriculture (USDA) (7 CFR Part 15 et seq.);
- viii. Department of Justice Enforcement Guidelines (28 CFR Parts 35, 42 and 50.3);
- ix. Food and Nutrition Service (FNS) directives and guidelines to the effect that, no person shall, on the grounds of race, color, national origin, sex, age, or disability, be excluded from participation in, be denied the benefits of, or otherwise be subject to discrimination under any program or activity for which the Program applicant receives Federal financial assistance from USDA; and hereby gives assurance that it will immediately take measures necessary to effectuate this Agreement.
- x. The USDA non-discrimination statement that in accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs).

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

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

Appendix

(This page intentionally left blank.)

RFP Appendix 1 – Information Required on Invoice

All fixed meal price(s) invoiced to the SFA shall contain sufficient details to ensure contract fixed meal price(s) are being adhered to. This level of invoicing detail is important to support transparency in the payments to select FSMC by the SFA and requests made by internal SFA staff, state and federal auditors including possible open records requests. The selected FSMC cannot claim any reimbursement costs invoiced to SFA are proprietary.

SFA reserves the right to request additional details for any item on an invoice.

The information on an invoice shall provide enough detail to allow SFA to determine allowable costs, crediting the value of USDA Foods and return of all rebates, discounts and credits.

At minimum an invoice should include the following as applicable:

Revenues

1. Reimbursable Breakfasts served
2. Reimbursable Lunches Served
3. Reimbursable ACSP Served
4. Adult meals served
5. A la carte sales
6. Catering sales
7. Vending sales
8. Other sales
9. Total Meal Equivalents served

Expenditures

1. Purchased food—may choose to break down into Groceries, Dairy, Bread, Beverages, Frozen foods, Meats and other potential categories.
2. Food production supplies
3. General operating supplies
4. Labor - If both District and FSMC Labor is involved separate by District and FSMC
 - a. Salaries
 - b. Benefits
 - c. Payroll Taxes
 - d. Staff development
 - e. Conference Travel
5. Purchased services
6. Property Operations
7. Equipment
8. Miscellaneous

Value of Commodities Received

Profit or Loss for the program

RFP Appendix 2 - SCHEDULE OF APPLICABLE LAWS

Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold currently set at \$250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or sub-recipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or sub-recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or sub-recipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and sub-grants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Energy Policy and Conservation Act (42 U.S.C. 6201) The vendor agrees to comply with all mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

(I) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(J) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(K) It is FNS policy to award a fair share of contracts to small and minority business firms. State agencies must take affirmative steps to assure that small and minority businesses are utilized when possible as sources of supplies, equipment, construction and services. It is FNS policy to award a fair share of contracts to small and minority business firms. State agencies must take affirmative steps to assure that small and minority businesses are utilized when possible as sources of supplies, equipment, construction and services. 7 CFR 227.14(e)

RFP APPENDIX 3 - EVALUATION RUBRIC: FIXED-PRICE CONTRACT

In order to establish a level playing field for all companies that submit proposals, the BNHS provided "Evaluation Rubric" must be used to evaluate the proposals submitted by FSMCs

- 1) Lead person or designee completes the Responsible/Responsive Checklist. Reject any proposals with a 'no' on any checklist item.
- 2) Lead person or designee calculates the points for Cost as indicated in this example: Calculate the percentage difference between fees.
 FSMC #1 response \$312,000; FSMC #2 response \$279,500; FSMC #3 response \$295,800.
 FSMC #2 is the lowest price response and would get all 30 points.
 FSMC #1 is 10% more so they would get 27 points. (Calculation: $279,500/312,000 = .90 \times 100 = 90\%$. $100\% - 90\% = 10\%$. $30 \text{ points} - 10\% = 27$)
 FSMC #3 is 6% more, so they would get 28.2 points. (Calculation: $279,500/295,000 = .94 \times 100 = 94\%$. $100 - 94\% = 6\%$. $30 \text{ points} - 6\% = 28.2$)
 All members of the Evaluation Team use the same calculation for costs.
- 3) Each Evaluation Team member independently scores the remaining criteria in the Evaluation Rubric.
- 4) The lead person or designee collates the responses by averaging the points of each team member. All individual Evaluation Rubrics as well as the collated data are submitted to the State Agency for review.

Anything that will be used to evaluate proposals must be included on the Evaluation Rubric

EVALUATION RUBRIC COLLATED RESULTS EXAMPLE

Criteria	FSMC 1	FSMC 2	FSMC 3	%/pts
Cost Proposal (proposed price)	27	30	28.2	30
Menu / Product Identification / Nutrition Analysis Menus	22	23	25	25
Marketing / Training / Operations Marketing	8	10	9	10
Accounting and Reporting Systems	5	4	4	5
Company Experience	10	9	10	10
Company Financials	5	7	10	10
Other Considerations	5	7	5	10
Total	82	90	91.2	100
<i>The cut-off score for proposals is 85. Responders of proposals evaluated below this score will not enter into negotiations</i>				

FSMC #1 would be notified that they were below the cut-off score and *will not* enter into negotiations. FSMC #s 2 and 3 would be notified that they were at or above the cut-off score and *may* enter into negotiations with both or SFA can choose to award contract to highest score.

Food Service Management Company (RFP) Evaluation Rubric

Cut-off Score: 75

Company Name:

Total Cost:

Evaluator Name:

	Points
Section 1 – Cost Proposal	
The offeror shall provide pricing on the proposal form which is included in this solicitation.	
Section 2 - Menu / Product Identification / Nutrition Analysis Menus	
Provide detailed product identifications for all food items necessary to prepare the menu cycles. The product identifications shall be in sufficient detail for the SFA to determine the quality and portion size (if applicable) of all food to be purchased under the contract for the proposed twenty-one (21) day menu. FSMC has a plan to utilize USDA Foods.	
Section 3 - Marketing / Training / Operations Marketing/Procurement	
1. Marketing: Provide a marketing plan to include the following: Promotion of the school breakfast and lunch program and nutrition education. Increasing breakfast and lunch participation in all schools. FSMC’s plan to increase overall student participation in the meal service program, including projected increases. FSMC’s plan regarding involvement of students, parents and staff in the food service program.	
2. Training: Provide a detailed staff training plan to be used throughout the contract period including the following: Subject areas to be covered including food safety, meal preparation, menu planning, menu forecasting, nutrition education, ethics and customer service.	
3. Operations: Provide an operations plan including the following: A detailed, customized transition plan covering the startup activities. A description of processes to be performed daily. Quality control and customer satisfaction measures. A detailed staffing plan by school with positions and hours to be worked. A description of employment process including recruiting, screening, training and how you will address employee absences, turnover and other staffing issues.	
4. Procurement: Provide company procurement policies and procedures for food, supplies and services. Provide a detailed description of how FSMC will monitor the Buy American provision. FSMC demonstrates compliance with all federal procurement regulation. Provide a list with details of any special contracts, agreements, relationships or arrangements between your company and vendors from whom the company will procure goods and/or services for the SFA.	
Section 4 - Accounting and Reporting Systems	
Provided a sample invoice and any reports used. Invoice contains all required information as indicated in Appendix 1. Reports are easy to evaluate. Offer follows GAP.	
Section 5 - Company Experience	
Provide a list of all comparable accounts FSMC is currently under contract to provide services for as indicated in Exhibit H. Description of the services provided including number of schools where meals and/or snacks were provided and the average number of breakfasts, lunches and after school snacks served to students daily and indicate if meal participation has increased or decreased. Describe the methodology that will be used to implement and maintain a successful food service program that meets the needs of SFA. Describe how the company will monitor and report on progress of goals.	
Section 6 - Company Financials	
Submit three (3) years audited financial statements or three (3) years tax returns. Financial ratios to include the following: current ratio, cash ratio, debt ratio and debt-to-equity ratio.	
Section 7- Other Considerations	
Total	100

RFP Appendix 4 - FSMC CONTACT INFORMATION

*Currently Serving Iowa Schools, *listed alphabetically*:

Aviand's (dba K12 by Elior), Address: 101 N. Tryon St., Suite 525, Charlotte, NC 28202. Jessica Heying, 320-250-5954, jessica.heyng@elior.net, Holly Sheets, holly.sheets@k12byelior.com

Chartwells K-12 School Dining, Compass Group North America, Address: 360 Spring St., St. Paul, MN, 55102. Tim Leary 612-202-6407 tim.leary@compass-usa.com

Lunchtime Solutions, Inc. Address: PO Box 2022, 391 West Steamboat Drive, N. Sioux City, SD 57049. Lance Vannerson, 712-740-0187, l.vannerson@lunchtimesolutions.com

Opaa! Food Management, Inc. Address: 16401 Swingley Ridge Rd., Suite 600, Chesterfield, MO 63017. Greg Frost, VP-Business Development, 636-812-0777 ext. 196, gfrost@opaafood.com, IA-rlf@opaafood.com

Southwest Foodservice Excellence, LLC Address: 9366 E. Raintree Drive, Scottsdale, AZ 85260. Anne Wasinger, 913-299-7004, anne.wasinger@sfellc.org; Kelsie Hutchison, 480-551-6550, kelsie.hutchison@sfellc.org

Taher, Inc., Address: 5570 Smetana Drive, Minnetonka, MN 55343, Mike Nuzzi, VP-Corporate Development, 952-303-9434, m.nuzzi@taher.com; Inda Streed, 952-345-2891, taher.secretary@taher.com

***Prospective Companies**, *listed alphabetically*:

Aramark Educational Services, LLC Address: 2400 Market Street, Philadelphia, PA 19103. Justin Crews, 412-298-9779, crews-justin1@aramark.com, growth@aramark.com

Arbor Management, Inc. Address: 917 W. Hawthorn Dr., Itasca, IL, 60143. Jeff Krause, VP Sales, 630-620-5005, jeff.krause@arbormgt.com

Ordo, Inc. Address: 5275 Longmeadow Road Bloomfield Hills, MI 48304; Indra Sofian, 404-800-9522, bids@ordo.com

SLA Management, Inc. Address: 601 S. Lake Destiny Road Suite 405, Maitland, FL 32751; Jake Clifton, 407-740-7677. jclifton@slamgmt.com

SODEXO, Address: 9801 Washingtonian Blvd, Gaithersburg, MD 20878; Jamie Knapp, 757-406-9778, jamie.knapp@sodexo.com

**This list represents companies that currently serve Iowa schools and companies that have contacted the State Agency interested in serving Iowa schools. The contact information is supplied for convenience to the SFA and no endorsement is implied.*