

Red Oak Community School District

604 S Broadway

Red Oak, Iowa 51566

712.623.6600

www.redoakschools.org

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/283283005>

Wednesday, October 21, 2026 – 5:30 p.m.

Agenda

- 1.0 Call to Order – Board of Directors President Bret Blackman
- 2.0 Roll Call – Board of Directors Secretary Leanne Fluckey
- 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
 - 4.3 Visitors and Presentations
- 5.0 Consent Agenda
 - 5.1 Review and Approval of Minutes from September 16, 2026 Board Meetings.
 - 5.2 Review and Approval of Monthly Business Reports
 - 5.3 Personnel Considerations
 - 5.3.1 Hiring of Mallory Briscoe as Red Oak Early Childhood Preschool Paraprofessional Effective for the 2026-2027 School Year
 - 5.3.2 Hiring of Shelby Pruett as Transportation Paraprofessional Effective for the 2026-2027 School Year
 - 5.3.3 Hiring of Luis MacDonald as Sr High School Bowling Head Coach Effective for the 2026-2027 School Year
 - 5.3.4 Hiring of Joshua Kippley as Sr High School Bowling Assistant Coach Effective for the 2026-2027 School Year
 - 5.3.5 Hiring of Allen Gray as Jr High School Boys Basketball Assistant Coach Effective for the 2026-2027 School year
 - 5.4 Fund Raisers

- 5.4.1 Acceptance of Donation from Red Oak Booster Club for Red Oak Jr Sr High School Activities Department (\$10,000.00)
 - 5.4.2 Acceptance of Donation from Red Oak FFA Alumni Association for Red Oak Jr Sr High School FFA Department (\$2,762.50)
 - 5.4.3 Acceptance of Donation from Red Oak FFA Alumni Association for Red Oak High School FCCLA (\$100.00)
- 5.5 Open Enrollment Request to Stellar Oaks Virtual Academy
 - 5.5.1 Denial of Open Enrollment for a ninth grader from Des Moines Community School District to Iowa Virtual School Due to a Lack of Appropriate Programming or Supports for the 2026-2027 School Year
 - 5.5.2 Denial of Open Enrollment for a ninth grader from Muscatine Community School District to Iowa Virtual School Due to a Lack of Appropriate Programming or Supports for the 2026-2027 School Year
 - 5.5.3 Termination of Open Enrollment and Prohibition of Future Enrollment of Tenth Grade Student From Des Moines Due to Statutory Truancy
- 5.6 School Budget Review Committee (SBRC) Modified Supplemental Amount (i.e., Spending Authority) Requests
 - 5.6.1 Approval of Authorization to Submit Request to SBRC for a Modified Supplemental Amount of \$28,312.76 Due to EL Excess Costs of Providing the EL Program in Prior Year
- 5.7 Contract Renewals and Service Agreements
 - 5.7.1 Approval of Cummins Service Agreement (\$12,406.69)
 - 5.7.2 Approval of Updated Bound Service Agreements
- 6.0 General Business for the Board of Directors
 - 6.1 Old Business
 - 6.1.1 Discussion/Approval of Second Reading of Board Policy 704.3 (Investments)
 - 6.2 New Business
 - 6.2.1 Discussion/Approval of First Reading of Board Policy 105 (Religious Expression)
 - 6.2.2 Discussion/Approval of Raising Adult Breakfast Prices to \$4.52 for the 2026-2027 School Year Per State Requirements
 - 6.2.3 Discussion/Approval of the District's Talented and Gifted Program Plan
 - 6.2.4 Discussion/Approval of Purchasing Commercial Conveyor Type Dishwasher of Inman Elementary (\$83,860.45)
 - 6.2.5 Discussion/Approval of Purchasing Two Commercial Gas Double Deck Convection Ovens (\$31,142.40)
 - 6.2.6 Discussion/Approval of Hard Surface Bus Route Plan for 2026-2027 School Year
 - 6.2.7 Discussion of 2026 Financials and Depository Balances
 - 6.2.8 Discussion of Key Financial Metrics in Accordance with Board Policy 701.5
 - 6.3 Student Proceedings
 - 6.3.1 Closed Session
 - The Board will enter closed session as provided by Iowa Code Section 21.5 (1)a "to review or discuss records which are required or authorized to

be kept confidential" and 21.5 (1)e "to discuss whether to conduct a hearing to determine whether to suspend or expel student(s)."

6.3.2 Return to Open Session/Board Action on Student Disciplinary Matter

7.0 Reports

7.1 Future Conferences, Workshops, Seminars

7.2 Other Announcements

7.3 Board Member Requested Item(s) for Next Meeting Agenda

8.0 Next Board of Directors Meeting:

Wednesday, November 18, 2026 – 5:30 pm
Red Oak Virtual Learning Center
Red Oak Jr/Sr High

9.0 Adjournment

Red Oak Community School District
Meeting of the Board of Directors
Meeting Location: Virtual Classroom/ Phone/Internet
Red Oak Jr/Sr High School
September 16, 2026
REVISED

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

Present

Directors: Kelly Carlson-Osheim, Scott Bruce, Bryce Johnson, Pastor Ricky Rohrig (arrived at 5:31 p.m.), and Bret Blackman.

Superintendent Ron Lorenz, Board Secretary Leanne Fluckey

Approval of Agenda

Motion by Director Carlson-Osheim, seconded by Director Bruce to approve the agenda with order at the discretion of the chair. Motion carried unanimously.

Good News

Mr. Lorenz presented good news for the district.

Visitors and Presentations

None

Consent Agenda

Motion by Director Johnson, seconded by Director Carlson-Osheim to approve the consent agenda as presented including meeting minutes, monthly business reports, personnel considerations, fundraisers, open enrollment for Stellar Oaks Virtual Academy and School Budget Review Committee requests of Modified Supplemental Amount for Limited English Proficient Instruction beyond 5 years in the amount of \$28,312.76 and Modified Supplemental Amount for negative special education balance of \$583,275.90. Motion carried unanimously.

Employee Conflict of Interest and Purchasing Policies

Motion by Director Bruce, seconded by Director Rohrig to approve second reading of Board Policies 402.1 (Employee Conflict of Interest) and 705.1 (Purchasing and Bidding). Motion carried unanimously.

Investments

Motion by Director Carlson-Osheim, seconded by Director Johnson to approve the first reading of Board Policy 704.3 (Investments). Motion carried unanimously.

Equal Opportunity and Nondiscrimination Notices

Motion by Director Bruce, seconded by Director Carlson-Osheim to waive subsequent readings and approve Board Policy 102 (Equal Opportunity and Nondiscrimination Notices). Motion carried unanimously.

District Liaisons for Homeless Children and Youth

Motion by Director Rohrig, seconded by Director Johnson to approve designation of Tracy Vannausdle and Amy McClintock as district liaisons for homeless children and youth in accordance with Iowa Administrative Code 281-33.3(7). Motion carried unanimously.

MCCDA Kitchen Renovations

Motion by Director Carlson-Osheim, seconded by Director Johnson to approve MCCDA kitchen renovations at the Red Oak Child Development Center. Motion carried unanimously.

Payment of Officials

Motion by Director Bruce, seconded by Director Carlson-Osheim to approve resolution authorizing payment of activity officials from the general fund beginning with the 2026-2027 school year. Motion carried unanimously.

Adjournment

Motion by Director Carlson-Osheim, second by Director Rohrig to adjourn the meeting at 6:15 p.m. Motion carried, unanimously.

Next Board of Directors Meeting:

Wednesday, October 21, 2026 – 5:30 p.m.
Red Oak Virtual Learning Center/Phone/Internet
Red Oak Jr/Sr High School

Bret Blackman, President

Leanne Fluckey, Board Secretary

Red Oak Community School District Monthly Reconciliation Report

September 2026

Fund Accounts

General Fund

September 2025 Comparison

Beginning Balance		\$	5,386,252.54		
Revenue	\$	158,541.20			
Expenditure	\$	1,025,231.64			
Subtotal			\$	4,519,562.10	
Petty Cash			\$	50.00	
Ending Balance			\$	4,519,612.10	\$ 3,853,292.84

Management Fund

Beginning Balance		\$	(111,895.21)		
Revenue	\$	74,294.40			
Expenditure	\$	18,036.25			
Ending Balance			\$	(55,637.06)	\$ 19,923.94

Capital Projects (SAVE)

Beginning Balance		\$	3,364,017.10		
Revenue	\$	138,112.77			
Expenditure	\$	83,126.75			
Ending Balance			\$	3,419,003.12	\$ 3,857,920.67

PPEL

Beginning Balance		\$	2,665,650.24		
Revenue	\$	36,159.09			
Expenditure	\$	443,247.78			
Ending Balance			\$	2,258,561.55	\$ 3,001,737.97

Debt Service

Beginning Balance		\$	471,163.18		
Revenue	\$	121,319.50			
Expenditure	\$	-			
Ending Balance			\$	592,482.68	\$ 593,889.38

Activity Fund

Beginning Balance		\$	38,360.64		
Revenue	\$	10,664.70			
Expenditure	\$	8,251.57			
Subtotal			\$	40,773.77	
Petty Cash			\$	400.00	
Ending Balance			\$	41,173.77	\$ 46,549.68

Nutrition Fund

Beginning Balance		\$	1,153,954.26		
Revenue	\$	107,557.89			
Expenditure	\$	(20,617.79)			
Ending Balance			\$	1,282,129.94	\$ 906,743.05

Red Oak Community School District Monthly Reconciliation Report

September

2026

Bank Accounts and Final Reconciliations

Operating Bank Account and Investments

Operating Bank Account	\$	3,318,192.90	
Outstanding Checks	\$	8,115.22	
Operating Bank Balance			\$ 3,310,077.68
Bank Investments			\$ 2,804,146.64
ISJIT			\$ 4,619,748.07
Petty Cash - HS			\$ 50.00
Ending Balance			\$ 10,734,022.39

Reconciliation - Balances to Operating Funds Total

(General, Management, Capital Projects, PPEL, Debt Service)	\$	10,734,022.39
Difference		\$0.00

Activity Fund Bank Account

Bank Account Balance	\$	45,228.78	
Outstanding Checks	\$	4,213.10	
Activity Bank Balance			\$ 41,015.68
Petty Cash Boxes - HS			\$ 400.00
Ending Balance			\$ 41,415.68

Reconciliation - Balances to Activity Fund

	\$	41,173.77
Difference		\$241.91

This difference is due to a petty cash issue and reimbursement. We are waiting on the auditors to direct the correction.

Nutrition Fund Bank Account

Bank Account Balance	\$	1,282,285.84	
Outstanding Checks	\$	155.90	
Ending Balance			\$ 1,282,129.94

Reconciliation - Balances to Nutrition Fund

	\$	1,282,129.94
Difference		\$0.00

Vendor Name	Invoice Number	Amount
Account Number	Detail Description	Amount
Checking Account ID 1	Fund Number 10	OPERATING FUND
ACE RETAIL GROUP, INC.	93026ACE	401.62
10 0109 2620 000 0000 618	Jr/Sr HS Maintenance Supplies	64.93
10 0418 2620 000 0000 618	IES Maintenance Supplies	227.77
10 9010 2620 000 0000 618	General Maintenance Supplies	108.92
Vendor Name ACE RETAIL GROUP, INC.		401.62
AGTAC SERVICES, LLC	4420	35,367.00
10 9010 2630 000 0000 340	10/2026 Janitorial Services	35,367.00
AGTAC SERVICES, LLC	4486	2,200.63
10 9010 2620 000 0000 618	9/2026 Custodial Supllies	2,200.63
Vendor Name AGTAC SERVICES, LLC		37,567.63
AHLERS & COONEY	919513	452.50
10 9010 2310 000 0000 342	9/2026 Legal Services	452.50
Vendor Name AHLERS & COONEY		452.50
ALLENSWORTH HEATING & COOLING	184664	163.50
10 9010 2620 000 0000 432	FBF Fieldhouse Heating Repair	163.50
Vendor Name ALLENSWORTH HEATING & COOLING		163.50
Alpha School	202609159	492.00
10 9010 1200 217 3303 320	9/2026 Sped Services Lvl Iii	492.00
Vendor Name Alpha School		492.00
BIRD, MATT	92526MB	170.00
10 0109 1400 920 6600 340	HS Football Official	170.00
Vendor Name BIRD, MATT		170.00
BLOMSTEDT, DEB	91526DB	110.00
10 0109 1400 920 6600 340	JH Volleyball Official	110.00
BLOMSTEDT, DEB	92426DB	110.00
10 0109 1400 920 6600 340	JH Volleyball Official	110.00
Vendor Name BLOMSTEDT, DEB		220.00
BLOMSTEDT, JOHN	100626JB	45.00
10 0109 1400 920 6600 340	HS Volleyball Official - Line Judge	45.00
BLOMSTEDT, JOHN	20260921	110.00
10 0109 1400 920 6600 340	JH Volleyball Official	110.00
BLOMSTEDT, JOHN	92426JB	110.00
10 0109 1400 920 6600 340	JH Volleyball Official	110.00
Vendor Name BLOMSTEDT, JOHN		265.00
BLUM, TIM	92926TB	45.00
10 0109 1400 920 6600 340	HS Volleyball Official - Line Judge	45.00
Vendor Name BLUM, TIM		45.00
BROTHERS, KEITH	91726KB	140.00
10 0109 1400 920 6600 340	JH Football Official	140.00
BROTHERS, KEITH	92826kb	140.00

Vendor Name	Invoice Number	Amount
Account Number	Detail Description	Amount
10 0109 1400 920 6600 340	JH Football Official	140.00
Vendor Name BROTHERS, KEITH		280.00
CITY OF RED OAK	82026CORO	3,845.85
10 9010 2620 000 0000 411	2-1500-03 Admin Water - 8/2026	91.21
10 9010 2620 000 0000 411	27-4900-02 FBF Sprinkler #1 - 8/2026	291.82
10 9010 2620 000 0000 411	27-4900-00 FBF Sprinkler #2 - 8/2026	123.95
10 0109 2620 000 0000 411	27-5203-00 Fieldhouse Water - 8/2026	90.92
10 0109 2620 000 0000 411	27-5201-00 Tech Ctr Water - 8/2026	121.47
10 0109 2620 000 0000 411	27-5200-00 Jr/Sr HS Water - 8/2026	2,090.70
10 0109 2620 000 0000 411	19-3200-00 Sports Complex Water-8/2026	65.73
10 0418 2620 000 0000 411	28-3300-00 IES Water - 8/2026	606.74
10 0445 2620 000 0000 411	9-0700-00 ROECC Water - 8/2026	363.31
Vendor Name CITY OF RED OAK		3,845.85
COLE, JON	92526JC	170.00
10 0109 1400 920 6600 340	HS Football Official	170.00
Vendor Name COLE, JON		170.00
CONWAY, NICOLE	91926NC	90.00
10 0109 1400 920 6600 340	HS Volleyball Official	90.00
Vendor Name CONWAY, NICOLE		90.00
CURTIS, LEWIE	100226LC	170.00
10 0109 1400 920 6600 340	HS Football Official	170.00
Vendor Name CURTIS, LEWIE		170.00
DARRINGTON, SHAWN	100226SD	170.00
10 0109 1400 920 6600 340	HS Football Official	170.00
Vendor Name DARRINGTON, SHAWN		170.00
DAVID, LOGAN	92926LD	250.00
10 0109 1400 920 6600 340	JH & HS Volleyball Official	250.00
Vendor Name DAVID, LOGAN		250.00
DAVIDS, LINDSEY	91926LD	315.00
10 0109 1400 920 6600 340	HS Volleyball Official	315.00
Vendor Name DAVIDS, LINDSEY		315.00
DAVIS, JAKE	92526JD	170.00
10 0109 1400 920 6600 340	HS FOOTBALL OFFICIAL	170.00
Vendor Name DAVIS, JAKE		170.00
DEMCO	7854789	100.76
10 0109 2222 000 0000 618	Label Protectors	76.25
10 0109 2222 000 0000 618	Book Tape	24.51

Vendor Name	Invoice Number	Amount	
Account Number	Detail Description		Amount
Vendor Name DEMCO			100.76
DICK BLICK ART MATERIALS	8831890-9003064	1,566.22	
10 0109 1000 100 0000 612	2026-2027 HS Art Supplies		1,566.22
Vendor Name DICK BLICK ART MATERIALS			1,566.22
DOVEL REFRIGERATION	6023892	694.64	
10 0418 2620 000 0000 618	IES Dishwasher Parts		409.64
10 0418 2620 000 0000 432	IES Dishwasher Repair		285.00
DOVEL REFRIGERATION	6023990	95.00	
10 0418 2620 000 0000 432	IES Dishwasher Repair		95.00
DOVEL REFRIGERATION	6024168	95.00	
10 0109 2620 000 0000 432	IES Oven Maintenance/Repair		95.00
Vendor Name DOVEL REFRIGERATION			884.64
DOYLE, JIM	091526JD	140.00	
10 0109 1400 920 6600 340	HS Volleyball Official		140.00
DOYLE, JIM	100626JD	250.00	
10 0109 1400 920 6600 340	JH & HS Volleyball Official		250.00
DOYLE, JIM	91926JD	315.00	
10 0109 1400 920 6600 340	HS Volleyball Official		315.00
Vendor Name DOYLE, JIM			705.00
EGAN SUPPLY CO.	422073	645.82	
10 9010 2620 000 0000 618	Ice Melt		645.82
Vendor Name EGAN SUPPLY CO.			645.82
FILTER SHOP, THE	1174954	1,080.32	
10 9010 2620 000 0000 618	Air Filters		1,080.32
Vendor Name FILTER SHOP, THE			1,080.32
FIRST BANKCARD - HH	100926FBC4	37.35	
10 9010 2310 000 0000 320	Fieldprint Bill - Fingerprinting		37.35
FIRST BANKCARD - HH	100926FBC4.5	89.35	
10 9010 2700 000 0000 652	7 Vehicles		62.55
10 9010 2700 217 3303 652	3 Vehicles		26.80
Vendor Name FIRST BANKCARD - HH			126.70
FIRST BANKCARD - OFFICE CARD 1	100926FBC1	573.34	
10 9010 2700 000 0000 626	Cubby's Fuel for Buses		573.34
FIRST BANKCARD - OFFICE CARD 1	100926FBC1.1	71.79	
10 9010 2620 000 0000 618	Wall Anchors and Fasteners		71.79
FIRST BANKCARD - OFFICE CARD 1	100926FBC1.2	12.20	
10 9010 2700 000 0000 531	Return Emergency Handle		12.20
	School Bus Sales		
FIRST BANKCARD - OFFICE CARD 1	100926FBC1.3	6.37	
10 9010 2321 000 0000 531	Certified Mail		6.37
Vendor Name FIRST BANKCARD - OFFICE CARD 1			663.70
FIRST BANKCARD - OFFICE CARD 2	100726FBC2	529.01	
10 9010 2700 000 0000 626	Cubby's Fuel for Buses		529.01
Vendor Name FIRST BANKCARD - OFFICE CARD 2			529.01

Vendor Name	Invoice Number	Amount	
Account Number	Detail Description		Amount
FIRST BANKCARD - OFFICE CARD 3	100926FBC3	345.29	
10 0418 1000 100 0000 580	ISCA Conference Lodging		172.64
10 0109 1000 100 0000 580	ISCA Conference Lodging		172.65
Vendor Name FIRST BANKCARD - OFFICE CARD 3			<u>345.29</u>
FIRST BANKCARD - OFFICE CARD 4	100926FBC4	390.00	
10 0109 1300 310 0000 612	AET Platform - Ag Student Records		390.00
FIRST BANKCARD - OFFICE CARD 4	100926FBC4.1	363.30	
10 0109 1000 100 0000 320	ISCA Conference - TV		181.65
10 0418 1000 100 0000 320	ISCA Conference - AM		181.65
Vendor Name FIRST BANKCARD - OFFICE CARD 4			<u>753.30</u>
FIRST BANKCARD BUSINESS MANAGER	100926FBCBM	622.72	
10 9010 2310 000 0000 580	Lodging IASBO Confererence		622.72
Vendor Name FIRST BANKCARD BUSINESS MANAGER			<u>622.72</u>
FISCHER, KYLE	91126KF	170.00	
10 0109 1400 920 6600 340	HS Football Official		170.00
Vendor Name FISCHER, KYLE			<u>170.00</u>
FLEETPROS	1027	1,091.74	
10 9010 2700 000 0000 434	Exhaust Repairs - Bus #11		1,091.74
FLEETPROS	1104	473.92	
10 9010 2700 000 0000 434	Bus #5 ABS Light (Reimbursement Req)		473.92
Vendor Name FLEETPROS			<u>1,565.66</u>
GRAINGER	9102994523	907.17	
10 0109 2620 000 0000 618	Glycol		907.17
GRAINGER	9108239600	47.18	
10 0109 2620 000 0000 618	Faucet Parts		47.18
Vendor Name GRAINGER			<u>954.35</u>
GREBERT, RON	92526RG	170.00	
10 0109 1400 920 6600 340	HS Football Official		170.00
Vendor Name GREBERT, RON			<u>170.00</u>
GREEN HILLS AEA	6708	76,947.25	
10 9010 6100 000 3214 961	2nd Qtr FY27 Property Tax		25,902.00
10 9010 6100 000 3214 961	2nd Qtr FY27 State Aid		51,045.25
Vendor Name GREEN HILLS AEA			<u>76,947.25</u>
GRUDLE, ERIC	91126EG	170.00	
10 0109 1400 920 6600 340	HS Football Official		170.00
Vendor Name GRUDLE, ERIC			<u>170.00</u>
HALEY'S ELECTRIC	11621	1,686.93	
10 0109 2620 000 0000 618	Jr/Sr HS Camera Install Parts		326.93
10 0109 2620 000 0000 432	Jr/Sr HS Camera Install Labor		1,360.00
Vendor Name HALEY'S ELECTRIC			<u>1,686.93</u>

Vendor Name	Invoice Number	Amount	
Account Number	Detail Description		Amount
HENDRICKS, KATELYN	101426KH	200.00	
10 0109 1400 920 6600 340	HS Volleyball Official		200.00
Vendor Name HENDRICKS, KATELYN			<u>200.00</u>
HERRICK, KEVIN	93026KH	93.78	
10 9010 2235 000 0000 580	Technology Mileage		93.78
Vendor Name HERRICK, KEVIN			<u>93.78</u>
HITT, JESSE	91726JH	140.00	
10 0109 1400 920 6600 340	JH Football Offfficial		140.00
HITT, JESSE	92826JH	140.00	
10 0109 1400 920 6600 340	JH Football Official		140.00
Vendor Name HITT, JESSE			<u>280.00</u>
HOPPE, KACIE	91526KH	140.00	
10 0109 1400 920 6600 340	HS Volleyball Official		140.00
HOPPE, KACIE	91926KH	315.00	
10 0109 1400 920 6600 340	HS Volleyball Official		315.00
Vendor Name HOPPE, KACIE			<u>455.00</u>
HY VEE FOOD STORES	100126HY	118.14	
10 0109 1300 340 0000 612	FACS-Groceries		118.14
HY VEE FOOD STORES	100126HY.2	71.29	
10 0109 1300 340 0000 612	Facs-Groceries		71.29
HY VEE FOOD STORES	100126HY.3	208.86	
10 0109 1300 340 0000 612	FACS-Groceries		208.86
HY VEE FOOD STORES	93126HV.1	59.88	
10 0109 1300 340 0000 612	FACS-Groceries		59.88
HY VEE FOOD STORES	93126HV.2	88.38	
10 0109 1300 340 0000 612	Groceries-FACS		88.38
HY VEE FOOD STORES	93126HV.3	112.15	
10 0109 1300 340 0000 612	FACS-Groceries		112.15
HY VEE FOOD STORES	93126HV.4	58.31	
10 0109 1300 340 0000 612	FACS-Groceries		58.31
HY VEE FOOD STORES	93126HV.5	129.54	
10 0109 1300 340 0000 612	FACS - Groceries		129.54
Vendor Name HY VEE FOOD STORES			<u>846.55</u>
INTECONNEX	55692	1,296.43	
10 9010 2235 000 0000 358	Avigilon UA7 10 Door License		1,296.43
INTECONNEX	55708	634.63	
10 9010 2235 000 0000 358	Avigilon Upgrade Unity 7 License		634.63
Vendor Name INTECONNEX			<u>1,931.06</u>
JOHNSON, JAMES	100226JJ	170.00	
10 0109 1400 920 6600 340	HS Football Official		170.00
Vendor Name JOHNSON, JAMES			<u>170.00</u>
JOINT, LISA	93026LJ	50.85	
10 0109 2410 000 0000 580	FY26 1st Qtr Mileage		50.85
Vendor Name JOINT, LISA			<u>50.85</u>

Vendor Name	Invoice Number	Amount
Account Number	Detail Description	Amount
JOSTENS	797063dc	43.07
10 0109 2120 000 0000 618	HS Top 10% Medals	43.07
Vendor Name JOSTENS		43.07
KETTWICK, RENEE	101026RK	200.00
10 0109 1400 920 6600 340	HS Volleyball Official	200.00
Vendor Name KETTWICK, RENEE		200.00
KINSEL, KRISTEN	91926kk	335.00
10 0109 1400 920 6600 340	HS Volleyball Official	335.00
Vendor Name KINSEL, KRISTEN		335.00
KS Mullins dba Molly Hawkins Wholesale	75269	2,019.55
10 0418 1000 102 0000 612	Inman Art Class Supplies	2,019.55
Vendor Name KS Mullins dba Molly Hawkins Wholesale		2,019.55
LARSON, NICOLE	92926NL	250.00
10 0109 1400 920 6600 340	JH & HS Volleyball Official	250.00
Vendor Name LARSON, NICOLE		250.00
LAVALLEUR, ROBERT	101026RL	200.00
10 0109 1400 920 6600 340	HS Volleyball Official	200.00
Vendor Name LAVALLEUR, ROBERT		200.00
LEWIS, JENNIFER	092426JL	140.00
10 0109 1400 920 6600 340	HS Volleyball Official	140.00
LEWIS, JENNIFER	91926JL	315.00
10 0109 1400 920 6600 340	HS Volleyball Official	315.00
Vendor Name LEWIS, JENNIFER		455.00
LIEBOVICH STEEL & ALUM CO	1179305	2,158.01
10 0109 1300 370 0000 612	Steel for Welding - Manufacturing Class	2,158.01
Vendor Name LIEBOVICH STEEL & ALUM CO		2,158.01
LONG, CLAYTON	91126CL	170.00
10 0109 1400 920 6600 340	HS Football Official	170.00
Vendor Name LONG, CLAYTON		170.00
LONG, JOHN	091126JL	170.00
10 0109 1400 920 6600 340	HS Football Official	170.00
Vendor Name LONG, JOHN		170.00
MACKIN EDUCATIONAL RESOURCES	994382	452.14
10 0418 1920 100 8903 618	Mackin Library Books	452.14
Vendor Name MACKIN EDUCATIONAL RESOURCES		452.14
MADSEN, MATT	91926MM	315.00
10 0109 1400 920 6600 340	HS Volleyball Official	315.00
Vendor Name MADSEN, MATT		315.00
MAGUIRE, STEVEN	100226SM	170.00

Vendor Name	Invoice Number	Amount
Account Number	Detail Description	Amount
10 0109 1400 920 6600 340	HS Football Official	170.00
Vendor Name MAGUIRE, STEVEN		170.00
MATHESON TRI-GAS	0033945709	207.11
10 0109 1300 370 0000 612	C25 Welding Gas Refill	207.11
MATHESON TRI-GAS	33972034	183.15
10 0109 1300 370 0000 612	C25 Gas Refill	183.15
Vendor Name MATHESON TRI-GAS		390.26
MEDIACOM	101226MC	92.72
10 9010 2236 000 0000 536	FBF Internet - 10/2026	92.72
Vendor Name MEDIACOM		92.72
MIDWEST BUS PARTS INC	37083	101.52
10 9010 2700 000 0000 673	Mirror for Bus #6	101.52
Vendor Name MIDWEST BUS PARTS INC		101.52
MIDWEST TECH PRODUCTS	2159003.00	1,487.48
10 0109 1300 370 0000 612	2026 Shop Supplies	1,487.48
Vendor Name MIDWEST TECH PRODUCTS		1,487.48
MONTGOMERY CO. MEMORIAL HOSP.	17259	8,008.00
10 9010 2134 000 1134 597	Nursing Svcs - 9/2026	8,008.00
MONTGOMERY CO. MEMORIAL HOSP.	469676	270.00
10 9010 2700 000 0000 271	DOT Physicals	230.00
10 9010 2700 000 0000 346	Mandatory Drug Testing	40.00
MONTGOMERY CO. MEMORIAL HOSP.	495994	270.00
10 9010 2700 000 0000 346	Drug Testing	40.00
10 9010 2700 000 0000 271	DOT Physicals	230.00
Vendor Name MONTGOMERY CO. MEMORIAL HOSP.		8,548.00
NEW COOPERATIVE INC	93026NCI	5,315.69
10 9010 2700 000 0000 626	9/2026 Gas	2,986.07
10 9010 2700 000 0000 626	9/2026 Maintenance Gas	890.01
10 9010 2700 217 3303 626	9/2026 Sped Gas	481.51
10 9010 2700 000 0000 624	9/2026 Oil Refill	958.10
NEW COOPERATIVE INC	93026NCI.1	43.57
10 9010 2620 000 0000 618	Demo Blade	16.99
10 0418 2620 000 0000 618	HVAC Repair Supllies	26.58
Vendor Name NEW COOPERATIVE INC		5,359.26
NORDYKE, AARON	091526AN	140.00
10 0109 1400 920 6600 340	JH Football Official	140.00
NORDYKE, AARON	10026AN	170.00
10 0109 1400 920 6600 340	HS Football Official	170.00
NORDYKE, AARON	92826AN	140.00
10 0109 1400 920 6600 340	JH Football Official	140.00
Vendor Name NORDYKE, AARON		450.00
OMAHA WORLD HERALD	930260WH	20.00
10 9010 2572 000 0000 540	Paper Fee for Sped Ad	20.00
Vendor Name OMAHA WORLD HERALD		20.00

Vendor Name	Invoice Number	Amount	
Account Number	Detail Description	Amount	
OMNI GROUP IOWA LLC dba STELLAR	1509	36,508.58	
10 9010 1000 100 0000 567	Final FY26 OE Tuition	12,410.88	
10 9010 1200 211 3301 567	Final FY26 IVAS Sped Lvl I	21,434.59	
10 9010 1200 410 1112 567	Final FY26 ELL Tuition	779.15	
10 9010 1200 217 3303 567	Final FY26 IVAS Sped Lvl III	1,005.02	
10 9010 1000 100 3376 567	Final FY26 PD Tuition	419.94	
10 9010 1000 100 3216 567	Final FY26 EI Tuition	459.00	
Vendor Name OMNI GROUP IOWA LLC dba STELLAR		36,508.58	
ONESOURCE THE BACKGROUND CHECK COMPANY	2022217490	98.00	
10 9010 2310 000 0000 340	Onesource Bill October	98.00	
Vendor Name ONESOURCE THE BACKGROUND CHECK COMPANY		98.00	
OREILLY AUTO PARTS	0298319473	59.91	
10 9010 2700 000 0000 618	Wiper Fluid	59.91	
Vendor Name OREILLY AUTO PARTS		59.91	
PETRY, JEREMY	92426JP	140.00	
10 0109 1400 920 6600 340	HS Volleyball Official	140.00	
Vendor Name PETRY, JEREMY		140.00	
PLUMB SUPPLY/RIBACK SUPPLY	S101897677.001	483.42	
10 0109 2620 000 0000 618	Solar Salt	483.42	
Vendor Name PLUMB SUPPLY/RIBACK SUPPLY		483.42	
QUADIENT	Q2486110	493.21	
10 9010 2321 000 0000 531	3rd Qtr Postal Meter Rent	493.21	
Vendor Name QUADIENT		493.21	
QUILL LLC	50408346	38.24	
10 9010 2321 000 0000 618	Admin Cash Receipt Books	38.24	
QUILL LLC	50488135	198.30	
10 0109 2410 000 0000 618	Jr/Sr HS Cash Receipt Books	198.30	
QUILL LLC	50524159	120.30	
10 0109 2410 000 0000 618	Cash Receipt Books	120.30	
Vendor Name QUILL LLC		356.84	
RED OAK DO IT CENTER	112292	47.96	
10 9010 2620 000 0000 618	Concession Building Repair	47.96	
RED OAK DO IT CENTER	112326	23.98	
10 0418 2620 000 0000 618	Light Bulbs	23.98	
Vendor Name RED OAK DO IT CENTER		71.94	
RED OAK PUBLISHING LLC	219758	106.02	
10 9010 2572 000 0000 540	9/2026 Board Minutes Ad	106.02	
RED OAK PUBLISHING LLC	219759	134.42	
10 9010 2572 000 0000 540	9/2026 Legal Ads	134.42	
RED OAK PUBLISHING LLC	219760	167.31	
10 9010 2572 000 0000 540	9/2026 Bills Paid Ad	167.31	
RED OAK PUBLISHING LLC	219761	73.87	
10 9010 2572 000 0000 540	9/2026 Legal Ads	73.87	
Vendor Name RED OAK PUBLISHING LLC		481.62	

Vendor Name	Invoice Number	Amount
Account Number	Detail Description	Amount
RED OAK SCHOOLS HOT LUNCH	9142026CN	120.00
10 9010 1999 000 0000	Wrong Account CN Deposit	120.00
Vendor Name RED OAK SCHOOLS HOT LUNCH		120.00
REGAN, ANDY	92526AR	170.00
10 0109 1400 920 6600 340	HS Football Official	170.00
Vendor Name REGAN, ANDY		170.00
RESCOM SERVICES	9872	230.00
10 9010 2620 000 0000 425	9/2026 Pest Control	230.00
Vendor Name RESCOM SERVICES		230.00
ROGERS PLUMBING & HEATING	42330	545.00
10 0445 2620 000 0000 618	Hot Water Repair - Parts	261.50
10 0445 2620 000 0000 432	Hot Water Repair - Labor	283.50
Vendor Name ROGERS PLUMBING & HEATING		545.00
SOUTHWESTERN COMMUNITY COLLEGE	987697788	631.80
10 0118 1000 100 0000 565	1st Sem Stellar Oaks	631.80
SOUTHWESTERN COMMUNITY COLLEGE	SWCC-1073	2,697.00
10 0109 1000 100 0000 565	Cengage Access SWCC	2,697.00
SOUTHWESTERN COMMUNITY COLLEGE	SWCC-SEM1-FY27	169,291.20
10 0109 1000 100 0000 565	FY27 Sem 1 College Courses	169,291.20
Vendor Name SOUTHWESTERN COMMUNITY COLLEGE		172,620.00
SW IA TIRE & SERVICE	20813	1,206.56
10 9010 2700 214 3303 672	(6) Tires Bus #1/2- Sped Bus	1,206.56
Vendor Name SW IA TIRE & SERVICE		1,206.56
SYNCQUIP LLC	2943	3,416.48
10 0418 2620 000 0000 432	IES Motor Blower Rplcmt	3,416.48
Vendor Name SYNCQUIP LLC		3,416.48
T-MOBILE	218010377.3	96.98
10 9010 2236 000 0000 536	9/2026 Activities Hot Spots	96.98
Vendor Name T-MOBILE		96.98
THYSSENKRUPP ELEVATOR CORP	700433972	2,268.47
10 0109 2640 000 0000 433	Jr/Sr HS Elevator Maintence	2,268.47
Vendor Name THYSSENKRUPP ELEVATOR CORP		2,268.47
TRUCK CENTER COMPANIES	10422996.01	195.46
10 9010 2700 000 0000 618	2 Bateriaes for Bus #8	195.46
TRUCK CENTER COMPANIES	4227631-01	334.32
10 9010 2700 000 0000 673	(3) Batteries for Bus #5A (minus the cor	334.32
Vendor Name TRUCK CENTER COMPANIES		529.78
UHLENKAMP, STEVE	091126SU	170.00
10 0109 1400 920 6600 340	HS Football Official	170.00
Vendor Name UHLENKAMP, STEVE		170.00

Vendor Name	Invoice Number	Amount	
Account Number	Detail Description		Amount
UNITY POINT CLINIC	9210IN2767	42.00	
10 9010 2700 000 0000 346	Mandatory Drug Testing		42.00
UNITY POINT CLINIC	9210IN3015	42.00	
10 9010 2700 000 0000 346	Mandatory Drug Testing		42.00
UNITY POINT CLINIC	9210IN3638	139.00	
10 9010 2700 000 0000 810	Employee DOT Consortium		139.00
Vendor Name UNITY POINT CLINIC			<u>223.00</u>

WASTE CONNECTIONS OF NE dba SHENANDOAH SANITATION	7743477T131	4,330.00	
10 0109 2630 000 0000 421	Jr/Sr HS Sanitation - 9/2026		1,775.00
10 0418 2630 000 0000 421	IES Sanitation - 9/2026		1,775.00
10 0445 2630 000 0000 421	ROECC Sanitation - 9/2026		550.00
10 9010 2630 000 0000 421	Admin/Bus Barn Sanitation - 9/2026		110.00
10 9010 2630 000 0000 421	FBF Sanitation - 9/2026		120.00
Vendor Name WASTE CONNECTIONS OF NE dba SHENANDOAH SANITATION			<u>4,330.00</u>

WHITEHILL, KEVIN	100626KW	250.00	
10 0109 1400 920 6600 340	JH & HS Volleyball Official		250.00
WHITEHILL, KEVIN	101026KW	200.00	
10 0109 1400 920 6600 340	HS Volleyball Official		200.00
WHITEHILL, KEVIN	91526KW	80.00	
10 0109 1400 920 6600 340	HS Volleyball Line Judge		80.00
Vendor Name WHITEHILL, KEVIN			<u>530.00</u>

WILLIAMS, CINDY	91926CW	355.00	
10 0109 1400 920 6600 340	HS Volleyball Official		355.00
WILLIAMS, CINDY	92426CW	45.00	
10 0109 1400 920 6600 340	HS Volleyball Line Judge		45.00
Vendor Name WILLIAMS, CINDY			<u>400.00</u>

WILLIAMS, JUSTIN	91526JW	140.00	
10 0109 1400 920 6600 340	JH Football Official		140.00
WILLIAMS, JUSTIN	92826JW	140.00	
10 0109 1400 920 6600 340	JH Football Official		140.00
Vendor Name WILLIAMS, JUSTIN			<u>280.00</u>

WOOD, JACOB	91926JW	150.00	
10 0109 1400 920 6600 340	HS Volleyball Medical		150.00
Vendor Name WOOD, JACOB			<u>150.00</u>

YOUNG AUTO PARTS INC.	274888	316.97	
10 9010 2700 000 0000 673	Front Brakes/Rotors #17		316.97
Vendor Name YOUNG AUTO PARTS INC.			<u>316.97</u>

Fund Number 10		<u>388,636.78</u>
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Checking Account ID 1	Fund Number 22	MANAGEMENT FUND	
EMC INSURANCE	10026EMC	2,294.00	
22 9010 2310 000 0000 260	Add'l Workmans Comp Premium		2,294.00
Vendor Name EMC INSURANCE			<u>2,294.00</u>

Fund Number 22		<u>2,294.00</u>
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Vendor Name	Invoice Number	Amount
Account Number	Detail Description	Amount
Checking Account ID 1	Fund Number 33	CAPITAL PROJECTS - LOST
RIVERSIDE TECHNOLOGIES, INC	RC0007173	920.00
33 9010 2231 000 0000 490	10/2026 Managed Services	920.00
RIVERSIDE TECHNOLOGIES, INC	RC0007232	12.00
33 9010 2231 000 0000 490	10/2026 Duo MFA	12.00
Vendor Name RIVERSIDE TECHNOLOGIES, INC		932.00
WELLS FARGO LEASING	5040169168	1,215.50
33 0418 2584 000 0000 739	IES Copier Lease 9/2026	331.50
33 0445 2584 000 0000 739	ROECC Copier Lease 9/2026	221.00
33 9010 2584 000 0000 739	Admin Copier Lease 9/2026	110.50
33 0109 2584 000 0000 739	Jr/Sr HS Copier Lease 9/2026	552.50
WELLS FARGO LEASING	5040520989	1,215.50
33 0109 2584 000 0000 739	Jr/Sr HS Copier Lease - 10/2026	552.50
33 9010 2584 000 0000 739	Admin Copier Lease - 10/2026	110.50
33 0445 2584 000 0000 739	ROECC Copier Lease - 10/2026	221.00
33 0418 2584 000 0000 739	IES Copier Lease - 10/2026	331.50
Vendor Name WELLS FARGO LEASING		2,431.00
Fund Number 33		3,363.00
Checking Account ID 1	Fund Number 36	PHYSICAL PLANT & EQUIPMENT
A UNITED AUTOMATIC DOORS & GLASS	90186426	8,908.00
36 0418 4700 000 0000 450	IES Construction 8/2026	8,908.00
Vendor Name A UNITED AUTOMATIC DOORS & GLASS		8,908.00
ALLEY, POYNER, MACCHIETTO, ARCHITECTURE, INC	24077-19	10,837.50
36 0418 4700 000 0000 450	IES Construction 8/2026	10,837.50
ALLEY, POYNER, MACCHIETTO, ARCHITECTURE, INC	24077-20	2,190.00
36 0418 4700 000 0000 450	IES Construction - 9/2026	2,190.00
Vendor Name ALLEY, POYNER, MACCHIETTO, ARCHITECTURE, INC		13,027.50
BOYD JONES CONSTRUCTION COMPANY	91026BJ	49,959.27
36 0418 4700 000 0000 450	IES Construction - 9/2026	49,959.27
Vendor Name BOYD JONES CONSTRUCTION COMPANY		49,959.27
CAMBLIN MECHANICAL INC	26-0030.6	76,196.37
36 0418 4700 000 0000 450	IES Construction - 9/2026	76,196.37
CAMBLIN MECHANICAL INC	26-0030.7	9,821.38
36 0418 4700 000 0000 450	IES Construction - 9/2026	9,821.38
Vendor Name CAMBLIN MECHANICAL INC		86,017.75
FASTSIGNS 190601	2441-3242.1	550.75
36 0418 4700 000 0000 450	IES Construction - 9/2026	550.75
Vendor Name FASTSIGNS 190601		550.75
HY VEE FOOD STORES	100126HY.1	3,375.00
36 0418 4700 000 0000 450	IES Construction Mulch	3,375.00
Vendor Name HY VEE FOOD STORES		3,375.00
INTECONNEX	55691	3,784.40
36 0109 4700 000 0000 734	Aiphone Door Station for	3,784.40

Vendor Name	Invoice Number	Amount
Account Number	Detail Description	Amount
	Inman Project	
Vendor Name INTECONNEX		3,784.40
JOHNSON CONTROLS FIRE PROTECTION LP	54470314	2,763.96
36 0418 2620 000 0000 432	Fire Alarm System Repair	2,763.96
Vendor Name JOHNSON CONTROLS FIRE PROTECTION LP		2,763.96
Northwest Steel Erection Inc	266008.2	796.00
36 0418 4700 000 0000 450	IES Construction - 9/2026	796.00
Vendor Name Northwest Steel Erection Inc		796.00
Precision Drywall Inc	26201A-TE-4	10,807.20
36 0418 4700 000 0000 450	IES Construction - 9/2026	10,807.20
Vendor Name Precision Drywall Inc		10,807.20
SYNCQUIP LLC	2937	19,975.54
36 0418 2620 000 0000 432	HVAC Compressor Rplcmnt	19,975.54
Vendor Name SYNCQUIP LLC		19,975.54
Fund Number 36		199,965.37
Checking Account ID 1		594,259.15
Checking Account ID 2	Fund Number 61	SCHOOL NUTRITION FUND
ACE RETAIL GROUP, INC.	93026ACE.1	94.98
61 9010 3110 000 0000 618	Coolers - Food Transport	94.98
Vendor Name ACE RETAIL GROUP, INC.		94.98
FRAME, KYLA	101326KF	30.10
61 483 000 0000 000	Lunch Balance Reimbursement	30.10
Vendor Name FRAME, KYLA		30.10
HUBERT COMPANY, LLC	683168B4	869.76
61 9010 3110 000 0000 618	Kitchen Supplies - District	869.76
HUBERT COMPANY, LLC	683168B5	21.56
61 9010 3110 000 0000 618	Kitchen Supplies - District	21.56
HUBERT COMPANY, LLC	683168B7	110.88
61 9010 3110 000 0000 618	Kitchen Supplies - District	110.88
HUBERT COMPANY, LLC	683168B6	120.96
61 9010 3110 000 0000 618	Kitchen Supplies - District	120.96
Vendor Name HUBERT COMPANY, LLC		1,123.16
Southwest Foodservice Excellence LLC	260713050Jul	122,834.83
61 9010 3110 000 4556 570	7/2026 SFSP	122,834.83
Southwest Foodservice Excellence LLC	260813050Aug	90,516.77
61 9010 3110 000 4556 570	8/2026 SFSP	77,407.16
61 9010 3110 000 0000 570	8/2026 Food Services	13,109.61
Southwest Foodservice Excellence LLC	260913050	51,683.83
61 9010 3110 000 0000 570	9/2026 Food Services	50,433.06
61 9010 3110 000 4557 631	FFVP - 9/2026	1,250.77
Vendor Name Southwest Foodservice Excellence LLC		265,035.43
Fund Number 61		266,283.67
Checking Account ID 2		266,283.67

Vendor Name	Invoice Number	Amount
Account Number	Detail Description	Amount
Checking Account ID 3	Fund Number 21	STUDENT ACTIVITY FUND
ATLANTIC COMM SCHOOLS	100826ACSD	150.00
21 0109 1400 920 6645 810	XC Entry Fee	150.00
Vendor Name ATLANTIC COMM SCHOOLS		150.00
BARENTS, KIM	91926KB	355.00
21 0109 1400 920 6815 340	HS Volleyball Official	355.00
Vendor Name BARENTS, KIM		355.00
CHARITON HIGH SCHOOL	100526CHS	120.00
21 0109 1400 920 6645 810	XC Entry Fee	120.00
Vendor Name CHARITON HIGH SCHOOL		120.00
CONCORD THEATRICALS	3044426-3044427	2,113.50
21 0109 1400 910 6210 810	HS Musical Rights - 1st Payment	217.50
21 0109 1400 910 6210 810	HS Musical Rental, Shipping, & Performan	1,896.00
Vendor Name CONCORD THEATRICALS		2,113.50
COUNTY LINE DESIGN	1000500	24.00
21 9010 1400 920 6600 618	State Trophy Plate	24.00
COUNTY LINE DESIGN	1001806	662.00
21 9010 1400 920 6600 618	Medals & Trophies	662.00
Vendor Name COUNTY LINE DESIGN		686.00
CRESTON COMMUNITY SCHOOLS	CCSD92326	120.00
21 0109 1400 920 6645 810	Cross Country Entry Fee	120.00
Vendor Name CRESTON COMMUNITY SCHOOLS		120.00
FIRST BANKCARD - HH	100626FBC4.2	1,500.00
21 0109 1400 920 6600 358	FORGE Classroom Software	1,500.00
FIRST BANKCARD - HH	100926FBC4.3	110.00
21 0109 1400 910 6210 810	Adjudication Fee	110.00
FIRST BANKCARD - HH	100926FBC4.4	209.60
21 0109 1400 920 6645 810	Cross Country Entry Fees	209.60
Vendor Name FIRST BANKCARD - HH		1,819.60
HARLAN COMMUNITY SCHOOL DIST.	92626HCSD	140.00
21 0109 1400 920 6645 810	HS Cross Country Entry Fee	140.00
Vendor Name HARLAN COMMUNITY SCHOOL DIST.		140.00
HEARTLAND AEA #1	CSP00178-0020	120.00
21 0109 1400 920 6600 618	Officiate Pay Vouchers	120.00
Vendor Name HEARTLAND AEA #1		120.00
HOHANSHELT, CHASE	101826CH	85.57
21 0109 1400 910 6121 580	Fuel Reimbursement	85.57
Vendor Name HOHANSHELT, CHASE		85.57
HY VEE FOOD STORES	93126HV	41.42
21 0109 1400 920 6815 340	HS Volleyball Official Food	41.42

Vendor Name	Invoice Number	Amount
Account Number	Detail Description	Amount
Vendor Name	HY VEE FOOD STORES	41.42
IHSMTA - DES MOINES PERFORMING ARTS	101626DPA	110.00
21 0109 1400 910 6210 810	IHSTMA Adjudication Fee	110.00
Vendor Name	IHSMTA - DES MOINES PERFORMING ARTS	110.00
IOWA FFA ASSOCIATION	228931	50.00
21 0109 1400 950 7407 810	SW Greenhand Fire Up Registration	50.00
Vendor Name	IOWA FFA ASSOCIATION	50.00
IOWA HIGH SCHOOL MUSIC ASSOC	55	235.00
21 0109 1400 910 6210 810	HS All State Registrations	235.00
IOWA HIGH SCHOOL MUSIC ASSOC	56	22.00
21 0109 1400 910 6220 810	Alto Saxophones Registrations	22.00
IOWA HIGH SCHOOL MUSIC ASSOC	92226IHSMA	12.50
21 0109 1400 910 6210 810	26-27 Membership Late Fee	12.50
Vendor Name	IOWA HIGH SCHOOL MUSIC ASSOC	269.50
JOSTENS	1469021	1,862.37
21 0109 1400 950 7426 618	Yearbooks	1,862.37
Vendor Name	JOSTENS	1,862.37
KETTWICK, RENEE	91926J	315.00
21 0109 1400 920 6815 340	HS Volleyball Official	315.00
Vendor Name	KETTWICK, RENEE	315.00
NATIONAL FFA ORGANIZATION	CNR97310	1,140.00
21 0109 1400 950 7407 810	National FFA Convention Dues 26-27	1,140.00
NATIONAL FFA ORGANIZATION	MDE396989	411.00
21 0109 1400 950 7407 618	FFA Jackets & Ties	411.00
NATIONAL FFA ORGANIZATION	MDE398357	72.00
21 0109 1400 950 7407 618	FFA Jackets	72.00
Vendor Name	NATIONAL FFA ORGANIZATION	1,623.00
PEPPER & SON, INC.	368919683	383.99
21 0109 1400 910 6210 618	Sheet Music	315.00
21 0109 1400 910 6210 618	Sheet Music	68.99
Vendor Name	PEPPER & SON, INC.	383.99
TREYNOR COMMUNITY SCHOOL	101526TCSD	158.89
21 0109 1400 920 6600 810	VB Tourney Host Dues	158.89
Vendor Name	TREYNOR COMMUNITY SCHOOL	158.89
TRI CENTER COMMUNITY SCHOOLS	100326TRAD	150.00
21 0109 1400 920 6815 810	HS Vbl Tourney Entry Fee	150.00
Vendor Name	TRI CENTER COMMUNITY SCHOOLS	150.00
WINTERSET ACTIVITIES DEPARTMENT	101726WCSD	125.00
21 0109 1400 920 6815 810	Volleyball Tournament Entry Fee	125.00
Vendor Name	WINTERSET ACTIVITIES DEPARTMENT	125.00

Vendor Name	Invoice Number	Amount
Account Number	Detail Description	Amount
Fund Number 21		10,798.84
Checking Account ID 3		10,798.84

Sales, service and support



Your partner in performance

If you want top performance and a long life for your Cummins generator, periodic maintenance is essential. Cummins Sales and Service provides a wide variety of products and services to support and maintain power generation systems. Let us help create peace of mind with planned maintenance for your generator.

Get in contact with us

Cummins location

Branch Name: Omaha Nebraska
Phone: 402-551-1027
Address: 10088 South 136th Street
Omaha Nebraska 68138

Emergency line (after hours)

Name: Service
Phone: 402-551-1027
Email: NA

Customer Service Advisor

Name: _____
Phone: _____
Email: _____

Service Supervisor - Field Service Power Generation

Name: Brian Thomas Landon Foster
Phone: 531-721-7642 402-237-6835
Email: ss872@cummins.com ob876@cummins.com

Service Manager

Name: Ian Casey
Phone: 402-951-2789
Email: ian.casey@cummins.com

Branch Manager

Name: Andy Stewart
Phone: 402-951-2790
Email: andrew.stewart@cummins.com

Planned maintenance scheduling and reports

Scheduler

Name: Brandy Famous
Phone: 402-983-0426
Email: Brandy.Famous@cummins.com

Scheduler Supervisor

Name: Aubree Rizza
Phone: 314-756-7741
Email: Aubree.rizza@cummins.com

Scheduler Manager

Name: Stephen Zech
Phone: 412-260-1575
Email: stephen.zech@cummins.com

Request/renew Planned Equipment Maintenance

New Contracts and Account Management

Name: Walt Hays
Phone: 402-450-5118
Email: walt.hays@cummins.com

Regional Sales Manager

Name: Ben Rankin
Phone: 636-660-7701
Email: Benjamin.Rankin@cummins.com

Maintenance Agreement Renewal

Name: Dan Hoover
Phone: 248-573-1596
Email: Daniel.hoover@cummins.com

Request a quote

Commercial Sales Request

Name: Todd Zwanziger
Phone: 515-672-6839
Email: todd.zwanziger@cummins.com

Consumer Sales Request

Name: Todd Zwanziger
Phone: 515-672-6839
Email: todd.zwanziger@cummins.com

Billing and payment

Commercial Business Customers

Register or log in to view invoices, statements, and make payments using Cummins secure online tools at customerpayment.cummins.com



For credit card, cash, or check payments

Contact your nearest Cummins location.

Sales and Service Overview



OUR PRODUCTS

The Cummins Sales and Service network is equipped with comprehensive generator knowledge, so they are able to service all makes and models of generators. Yes, even those non-Cummins generators. All maintenance follows manufacturer guidelines to meet specified maintenance requirements.



OUR SERVICE

- Factory-trained, certified technicians versed in all generator maintenance requirements.
- Use of only the latest software, diagnostic and troubleshooting tools.
- Identification of minor issues before they become major problems, effectively minimizing downtime.
- Extensive inventory of Genuine Cummins, Onan and Fleetguard parts.
- 24/7 Emergency Service



OUR APPROACH

We believe safety begins with us. Job Safety Assessments (JSA) are conducted prior to each job to evaluate potential hazards and ensure availability of all appropriate tools and resources required. All technicians are trained in regulations and safety guidelines and equipped with personal protective equipment.



OUR PLANS

- Unlike most other plans, we offer a few key advantages to help you maintain your generator.
- Fully customizable plans based on individual operational needs and factory service recommendations.
- Multi-year PEM availability to cut costs and save time through reduced transaction costs, dedicated coordinator monitoring agreement and pricing locked in for up to five years.
- Load bank performance testing

Cummins Care 24/7

1-800-CUMMINS

cummins.com/customer-assistance

Discover Cummins Sales and Service



Cummins Inc.
Box 3005
Columbus, IN 47202-3005
U.S.A.

cummins.com

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Sales and Service

OMAHA NE BRANCH
10088 S. 136 STREET
OMAHA, NE 68138
Phone: 402-551-7678

PLANNED MAINTENANCE AGREEMENT

Customer Address	Customer Contact	Quote Information
RED OAK SCHOOL DISTRICT 604 S BROADWAY ST Red Oak, IA 51566	Contact: Roger Vannausdle Phone: 712 370-6605 Fax: 712 623-6603 Cust Id: 607924	Quote Date: 06-OCT-26 Quote Expires: 04-JAN-27 Quote Num: 281937 Quoted By: Daniel J Hoover Quote Term: 3 Year(s)

Site Information

1	HIGH SCHOOL	2011 N 8TH ST	RED OAK	IA	51566
2	INMAN PRIMARY SCHOOL	900 INMAN DR	RED OAK	IA	51566

Site	Unit Number	Manufacturer	Model	Prod Model	Serial Number	Type
1	HIGH SCHOOL	ONAN	GEN SET	C80 N6	J180438929	ST
2	INMAN PRIMAR	CAT	G12UI	G12UI	F5943B/001	

Site	Unit Number	Service Event	Qty	Sell Price	Extended Price
1	HIGH SCHOOL	BATTERY REPLACEMENT	1	547.56	547.56
		COOLING SYS MAINT LVL3	1	1,388.18	1,388.18
		FULL SERVICE	3	989.89	2,969.67
		INSPECTION	3	716.67	2,150.01
2	INMAN PRIMARY	BATTERY REPLACEMENT	1	167.33	167.33
		COOLING SYS MAINT LVL3	1	1,478.28	1,478.28
		FULL SERVICE	3	672.78	2,018.34
		INSPECTION	3	562.44	1,687.32

Generator Planned Equipment Maintenance Quote

IF APPLICABLE, TAX IS AN ESTIMATE AND SUBJECT TO CHANGE DUE TO STATE AND LOCAL LAWS

This quote reflects services completed during regular business hours unless otherwise noted.
Additional repairs will not be performed without customer's authorization. Either party has the right to terminate this Agreement upon thirty (30) days written notice prior to service.

Service/Scheduled Month

Based on previous PM schedule, services are tentatively scheduled for:

INSPECTION - March 2027, 2028, 2029
COOLING SYS MAINT LVL3 - March 2027 - Last completed March 2022
BATTERY REPLACEMENT - March 2028 - Last replaced March 2025
FULL SERVICE - September 2027, 2028, 2029

For any questions regarding this proposal and to continue your services without interruption, please sign the agreement and return to:

Dan Hoover
daniel.hoover@cummins.com
248-573-1596

PLANNED MAINTENANCE AGREEMENT TERMS AND CONDITIONS

These planned maintenance agreement terms and conditions ("Terms and Conditions"), together with the quote on the front side ("Quote") and the scope of services, are hereinafter collectively referred to as this "Agreement" and shall constitute the entire agreement between the customer identified in the Quote ("Customer") and Cummins Inc. ("Cummins") and supersede any previous agreement or understanding (oral or written) between the parties with respect to the subject matter of this Agreement. Customer shall be deemed to have made an unqualified acceptance of these Terms and Conditions and it shall become a binding agreement between the parties on the earliest of the following to occur: (i) Cummins' receipt of Customer's purchase order or purchase order number; (ii) Customer's signing or acknowledgment of this Agreement; (iii) Cummins' release of Products to production pursuant to Customer's oral or written instruction or direction; (iv) Customer's payment of any amounts due to Cummins; or (v) any other event constituting acceptance under applicable law. No prior inconsistent course of dealing, course of performance, or usage of trade, if any, constitutes a waiver of or serves to explain or interpret this Agreement. Electronic transactions between Customer and Cummins will be solely governed by this Agreement, and any terms and conditions on Customer's website, vendor portal, or other internet site will be null and void and of no legal effect on Cummins. In the event Customer delivers, references, incorporates by reference, or produces any purchase order or document, vendor portal terms, specifications, agreement (whether upstream or otherwise), or any other terms and conditions related thereto, then such specifications, terms, document, or other agreement: (i) shall be null and void and of no legal effect on Cummins, and (ii) this Agreement shall remain the governing terms of the transaction.

1. **SCOPE OF SERVICES; PERFORMANCE OF SERVICES.** Cummins shall perform the maintenance ("Services") on the equipment identified in the Quote ("Equipment") in accordance with the schedule specified in the Quote. The Services include those services defined in the "Service Event" section of the Quote. No additional services or materials are included in this Agreement unless agreed upon by the parties in writing. Unless otherwise indicated in the Quote, Cummins will provide the labor and tools necessary to perform the Services and shall keep Customer's property free from accumulation of waste materials caused by Cummins' operations. Either party may terminate this Agreement with or without cause by providing thirty (30) days' written notice to the other. Unless otherwise agreed by Cummins in writing, this Quote is valid for a maximum period of thirty (30) days from the date appearing on the first page of this Quote ("Quote Validation Period"). At the end of the Quote Validation Period, this Quote will automatically expire unless accepted by Customer prior to the end of the Quote Validation Period. The foregoing notwithstanding, in no event shall this Quote Validation Period be deemed or otherwise considered to be a firm offer period nor to establish an option contract, and Cummins hereby reserves its right to revoke or amend this Quote at any time prior to Customer's acceptance.

2. **CUSTOMER OBLIGATIONS.** Customer shall provide Cummins safe access to Customer's site and arrange for all related services and utilities necessary for Cummins to perform the Services. During the performance of the Services, Customer shall fully and completely secure all or any part of any facility where the Equipment is located to remove and mitigate any and all safety issues and risks, including but not limited to facility occupants, customers, invitees, or any third party and or property damage or work interruption arising out of the Services. Customer shall make all necessary arrangement to address and mitigate the consequences of any electrical service interruption which might occur during the Services. CUSTOMER IS RESPONSIBLE FOR OPERATING AND MAINTAINING THE EQUIPMENT IN ACCORDANCE WITH THE OWNER'S MANUAL FOR THE EQUIPMENT.

3. **PAYMENT TERMS.** Unless otherwise agreed to by the parties in writing and subject to credit approval by Cummins, payments are due thirty (30) days from the date of the invoice. If Customer does not have approved credit with Cummins, as solely determined by Cummins, payments are due in advance or at the time of supply of the Services. Purchases paid by credit card may be subject to a surcharge of up to three percent (3%) (or a lower amount where required by applicable law). No surcharge will be imposed where prohibited by law. The applicable surcharge, if any, will be disclosed before payment is submitted and will be reflected in the total amount authorized by the Customer. If payment is not received when due, in addition to any rights Cummins may have at law, Cummins may charge Customer eighteen percent (18%) interest annually on late payments, or the maximum amount allowed by law.

Customer agrees to pay all Cummins' costs and expenses (including all reasonable attorneys' fees) related to Cummins' enforcement and collection of unpaid invoices, or any other enforcement of this Agreement by Cummins. All sales are subject to Customer's ongoing credit approval. While Cummins may initially extend Net 30 payment terms upon Cummins' approval of Customer's credit application, Cummins reserves the right to reassess Customer's creditworthiness at any time prior to shipment. If, in Cummins' sole discretion, Customer's financial condition weakens or otherwise declines, Customer has past due invoices with Cummins, or Cummins otherwise determines that extending credit terms is no longer commercially reasonable, Cummins may, upon notice to Customer, (i) require full or partial payment in advance, (ii) require an alternative form of security satisfactory to Cummins, including but not limited to a letter of credit or payment bond, or (iii) withhold shipment until such payment or security is provided. Cummins shall not be liable for any delays or damages resulting from the enforcement of this provision. Unless otherwise stated, the Quote excludes all applicable local, state, or federal sales and/or use or similar taxes which Cummins is required by applicable laws to collect from Customer and shall be stated on the invoice. If Customer fails to make any payments, in whole or in part, to Cummins when due and payable, and such failure continues for more than thirty (30) calendar days, or less if required by applicable law, then Cummins may, at its sole discretion and without prejudice to any other rights or remedies, suspend its Services upon providing forty-eight (48) hours' written notice to Customer, in which case, the applicable schedule shall be extended for a period of time equal to the suspension period, plus a reasonable ramp up period, and all costs (including default interest) caused by such suspension shall be assumed by Customer.

4. **DELAYS.** Any performance dates indicated in this Agreement are estimated and not guaranteed. Cummins shall not be liable for any delays in performance however occasioned, including any that result directly or indirectly from acts of Customer or causes beyond Cummins' control, including but not limited to acts of God, accidents, fire, explosions, flood, unusual weather conditions, acts of government authority, civil strife, riots, natural disasters, embargos, wars, strikes or other labor disputes, civil commotion, terrorism, sabotage, late delivery of parts by Cummins' suppliers, fuel or other energy shortages, or an inability to obtain necessary labor, materials, supplies, equipment, or manufacturing facilities. AS A RESULT OF COVID-19 RELATED EFFECTS OR INDUSTRY SUPPLY CHAIN DISRUPTIONS, TEMPORARY DELAYS IN DELIVERY, LABOR OR SERVICES FROM CUMMINS AND ITS SUB-SUPPLIERS OR SUBCONTRACTORS MAY OCCUR. AMONG OTHER FACTORS, CUMMINS' DELIVERY OBLIGATIONS ARE SUBJECT TO CORRECT AND PUNCTUAL SUPPLY FROM OUR SUB-SUPPLIERS OR SUBCONTRACTORS, AND CUMMINS RESERVES THE RIGHT TO MAKE PARTIAL DELIVERIES OR MODIFY ITS LABOR OR SERVICE. WHILE CUMMINS SHALL MAKE EVERY COMMERCIALY REASONABLE EFFORT TO MEET THE DELIVERY, SERVICE OR COMPLETION OBLIGATIONS SET FORTH HEREIN, SUCH DATES ARE SUBJECT TO CHANGE. IN THE EVENT DELIVERY, SHIPPING, INSTALLATION, OR PERFORMANCE IS DELAYED, HOWEVER OCCASIONED, DUE TO EVENTS BEYOND CUMMINS' REASONABLE CONTROL, THEN THE DATE OF DELIVERY, SHIPPING, INSTALLATION, OR PERFORMANCE FOR THE GOODS OR SERVICES SHALL BE EQUITABLY EXTENDED FOR A PERIOD EQUAL TO THE TIME LOST, PLUS REASONABLE RAMP-UP.

5. **WARRANTY.** Cummins shall perform the Services in a reasonable and workmanlike manner. Parts and components supplied under this Agreement are governed by the express written manufacturer's limited warranty. No other warranty for parts or components is provided under this Agreement. All Services shall be free from defects in workmanship for a period of ninety (90) days after completion of Services. In the event of a warrantable defect in workmanship of Services supplied under this Agreement ("Warrantable Defect"), Cummins' obligation shall be solely limited to correcting the Warrantable Defect. Cummins shall correct the Warrantable Defect where (i) such Warrantable Defect becomes apparent to Customer during the warranty period; (ii) Cummins receives written notice of any Warrantable Defect within thirty (30) days following discovery by Customer; and (iii) Cummins has determined that there is a Warrantable Defect. Warrantable Defects remedied under this provision shall be subject to the remaining warranty period of the original warranty of the Services. New parts supplied during the remedy of Warrantable Defects are warranted for the balance of the warranty period still available from the original warranty of such parts. The remedies set forth in this Section 5 shall not be deemed to have failed of their essential purpose so long as Cummins is willing to correct defective Services or refund the purchase price therefor.

6. **LIMITATIONS OF WARRANTIES AND LIABILITY. THE REMEDIES PROVIDED IN THE LIMITED WARRANTY AND THIS AGREEMENT ARE THE SOLE AND EXCLUSIVE WARRANTIES AND REMEDIES PROVIDED BY CUMMINS TO THE CUSTOMER UNDER THIS AGREEMENT. EXCEPT AS SET OUT IN THE WARRANTY AND THIS AGREEMENT, AND TO THE EXTENT PERMITTED BY LAW, CUMMINS EXPRESSLY DISCLAIMS ALL OTHER REPRESENTATIONS, WARRANTIES, ENDORSEMENTS, AND CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY STATUTORY OR COMMON LAW IMPLIED REPRESENTATIONS, WARRANTIES AND CONDITIONS OF FITNESS FOR A PURPOSE OR MERCHANTABILITY. NOTWITHSTANDING ANY OTHER TERM OF THIS AGREEMENT, IN NO EVENT SHALL CUMMINS, ITS OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, LIQUIDATED, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION DOWNTIME, LOSS OF PROFIT OR REVENUE, LOSS OF DATA, LOSS OF OPPORTUNITY, DAMAGE TO GOODWILL, AND DAMAGES CAUSED BY DELAYS), OR IN ANY WAY RELATED TO OR ARISING FROM CUMMINS' SUPPLY OF PARTS OR SERVICES UNDER THIS AGREEMENT. IN NO EVENT SHALL CUMMINS' LIABILITY TO CUSTOMER OR ANY THIRD PARTY CLAIMING DIRECTLY THROUGH CUSTOMER OR ON CUSTOMER'S BEHALF UNDER THIS AGREEMENT EXCEED THE TOTAL COST OF PARTS AND SERVICES SUPPLIED BY CUMMINS UNDER THIS AGREEMENT. BY ACCEPTANCE OF THIS AGREEMENT, CUSTOMER ACKNOWLEDGES CUSTOMER'S SOLE REMEDY AGAINST CUMMINS FOR ANY LOSS SHALL BE THE REMEDY PROVIDED HEREIN.**

7. **INDEMNITY.** Customer shall indemnify, defend and hold harmless Cummins from and against any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, brought against or incurred by Cummins related to or arising out of this Agreement or the Services supplied under this Agreement (collectively, the "Claims"), where such Claims were caused or contributed to, in whole or in part, by the acts, omissions, fault or negligence of the Customer. Customer shall present any Claims covered by this indemnity to its insurance carrier unless Cummins directs that the defense will be handled by Cummins' legal counsel at Customer's expense.

8. **TERMINATION FOR DEFAULT.** If the Customer defaults by (i) breaching any term of this Agreement, (ii) becoming insolvent or declared bankrupt, or (iii) making an assignment for the benefit of creditors, Cummins may, upon written notice to Customer, immediately terminate this Agreement. Upon such termination for default, Cummins shall immediately cease any further performance under this Agreement, without further obligation or liability to Customer, and Customer shall pay Cummins for any parts or services supplied under this Agreement, in accordance with the payment terms detailed in Section 3. If a notice of termination for default has been issued and is later determined, for any reason, that the Customer was not in default, the rights and obligations of the parties shall treat the termination as a termination for convenience in accordance with Section 1.

9. **CONFIDENTIALITY.** Each party shall keep confidential any information received from the other that is not generally known to the public and at the time of disclosure, would reasonably be understood by the receiving party to be proprietary or confidential, whether disclosed in oral, written, visual, electronic or other form, and which the receiving party (or agents) learns in connection with this Agreement including, but not limited to: (a) business plans, strategies, sales, projects and analyses; (b) financial information, pricing, and fee structures; (c) business processes, methods and models; (d) employee and supplier information; (e) specifications; and (f) the terms and conditions of this Agreement. Each party shall take necessary steps to ensure compliance with this provision by its employees and agents.

10. **GOVERNING LAW.** This Agreement and all matters arising hereunder shall be governed by, interpreted, and construed in accordance with the laws of the State of Indiana without giving effect to any choice or conflict of law provision. The parties agree that the federal and state courts of the State of Indiana shall have exclusive jurisdiction to settle any dispute or claim arising in connection with this Agreement or any related matter, and hereby waive any right to claim such forum would be inappropriate, including concepts of forum non conveniens.

11. **INSURANCE.** Upon Customer's request, Cummins will provide to Customer a Certificate of Insurance evidencing Cummins' relevant insurance coverage.

12. **ASSIGNMENT.** This Agreement shall be binding on the parties and their successors and assigns. Customer shall not assign this Agreement without the prior written consent of Cummins.

13. **INTELLECTUAL PROPERTY.** Any intellectual property rights created by either party, whether independently or jointly, in the course of the performance of this Agreement or otherwise related to Cummins pre-existing intellectual property or subject matter related thereto, shall be Cummins' property. Customer agrees to assign, and does hereby assign, all right, title, and interest to such intellectual property to Cummins. Any Cummins pre-existing intellectual property shall remain Cummins' property. Nothing in this Agreement shall be deemed to have given Customer a license or any other rights to use any of the intellectual property rights of Cummins.

14. **SPECIALIZED EQUIPMENT & PROCESSES.** During the provision of services, except where prohibited by law, Cummins may utilize specialized processes, methodologies, and hardware including but not limited to QuickFit technology, adapters, quick connection fittings, hoses or other aids to facilitate oil exchange. These are provided as part of the services and at no additional cost to you. By signing this agreement, you acknowledge and consent to the installation and use of such processes, methodologies, and hardware.

15. **MISCELLANEOUS.** Cummins shall be an independent contractor with respect to the Services performed under this Agreement. All notices under this Agreement shall be in writing and be delivered personally, mailed via first class certified or registered mail, or sent by a nationally recognized express courier service to the addresses set forth in the Quote. No amendment of this Agreement shall be valid unless it is writing and signed by an authorized representative of the parties hereto. Failure of either party to require performance by the other party of any provision hereof shall in no way affect the right to require such performance at any time thereafter, nor shall the waiver by a party of a breach of any of the provisions hereof constitute a waiver of any succeeding breach. Any provision of this Agreement that is invalid or unenforceable shall not affect the validity or enforceability of the remaining terms hereof. Headings or other subdivisions of this Agreement are inserted for convenience of reference and shall not limit or affect the legal construction of any provision hereof. The Parties' rights, remedies, and obligations under this Agreement which by their nature are intended to continue beyond the termination or cancellation of this Agreement, including but not limited to the Limitation of Liability provision contained herein, shall survive the expiration, termination, or cancellation of this Agreement.

16. **ON-CALL SERVICES.** Upon Customer's request, Cummins shall provide on-call services (repair, emergency work or other) on the Equipment ("On-call Services"). Any On-call Services shall be invoiced to the Customer at the Cummins current hour rate (including traveling) and shall be governed by the terms and conditions of this Agreement.

17. **PRICING.** To the extent allowed by law, actual prices invoiced to Customer may vary from the price quoted at the time of order placement, as the same will be adjusted for prices prevailing on the date Services are performed ("Performance Date") due to economic and market conditions on the Performance Date. Subject to local laws, Cummins reserves the right to adjust pricing on goods and services due to input and labor cost changes and other unforeseen circumstances beyond Cummins' control.

18. **TARIFF AND DUTY SURCHARGES.** In addition to any adjustments otherwise provided for in this Agreement, in the event of any increase in the cost of purchased materials due to the impact of any tariffs, duties, levies, or similar government charges ("Tariffs") in effect during the term of this Agreement, the parties agree that such increases shall be passed through directly to the Customer effective immediately upon Cummins' notice to the Customer of such increases. The Customer shall pay Tariff-related increases within thirty (30) days of receipt of invoice.

19. To the extent applicable, this contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability. The employee notice requirements set forth in 29 CFR Part 471, Appendix A to Subpart A, are hereby incorporated by reference into this contract.



Sales and Service

PLANNED MAINTENANCE AGREEMENT

<u>Customer Address</u>	<u>Customer Contact</u>	<u>Quote Information</u>
RED OAK SCHOOL DISTRICT 604 S BROADWAY ST Red Oak, IA 51566	Contact: Roger Vannausdle Phone: 712 370-6605 Fax: 712 623-6603 Cust Id: 607924	Quote Date: 06-OCT-26 Quote Expires: 04-JAN-27 Quote Num: 281937 Quoted By: Daniel J Hoover Quote Term: 3 Year(s)

Payment Information: Red Oak School District has a line of credit

Customers with a line of credit will be invoiced after the completion of service event unless requested otherwise.
Customers without a line of credit, including residential customers, will have payment secured prior to services being performed.

Please provide PO#s (if applicable) and include your updated contact information.

PO#: _____ Amount: _____
Name, phone & email to receive invoices _____
Name, phone & email to receive statements _____
Name, phone & email to receive billing inquiries _____

Purchase order must be made out to Cummins Inc. or Cummins Sales & Service

For any questions regarding your account or additional sales opportunities:

Walt Hays
walt.hays@cummins.com
402-951-2788

Standard Agreement Amount	\$12,406.69
Proposal Total	\$12,406.69

THERE ARE ADDITIONAL CONTRACT TERMS AND
CONDITIONS ON THE REVERSE SIDE OF THIS
DOCUMENT, INCLUDING LIMITATIONS OF
WARRANTIES AND LIABILITY, WHICH ARE EXPRESSLY
INCORPORATED HEREIN. CUSTOMER ACKNOWLEDGES
THAT THE CONTRACT TERMS AND CONDITIONS HAVE
BEEN READ, FULLY UNDERSTOOD, AND ACCEPTED.

Customer Approval

Signature: _____

Date: _____

CUMMINS INC

Signature: _____

Date: _____

PLANNED MAINTENANCE AGREEMENT TERMS AND CONDITIONS

These planned maintenance agreement terms and conditions ("Terms and Conditions"), together with the quote on the front side ("Quote") and the scope of services, are hereinafter collectively referred to as this "Agreement" and shall constitute the entire agreement between the customer identified in the Quote ("Customer") and Cummins Inc. ("Cummins") and supersede any previous agreement or understanding (oral or written) between the parties with respect to the subject matter of this Agreement. Customer shall be deemed to have made an unqualified acceptance of these Terms and Conditions and it shall become a binding agreement between the parties on the earliest of the following to occur: (i) Cummins' receipt of Customer's purchase order or purchase order number; (ii) Customer's signing or acknowledgment of this Agreement; (iii) Cummins' release of Products to production pursuant to Customer's oral or written instruction or direction; (iv) Customer's payment of any amounts due to Cummins; or (v) any other event constituting acceptance under applicable law. No prior inconsistent course of dealing, course of performance, or usage of trade, if any, constitutes a waiver of or serves to explain or interpret this Agreement. Electronic transactions between Customer and Cummins will be solely governed by this Agreement, and any terms and conditions on Customer's website, vendor portal, or other internet site will be null and void and of no legal effect on Cummins. In the event Customer delivers, references, incorporates by reference, or produces any purchase order or document, vendor portal terms, specifications, agreement (whether upstream or otherwise), or any other terms and conditions related thereto, then such specifications, terms, document, or other agreement: (i) shall be null and void and of no legal effect on Cummins, and (ii) this Agreement shall remain the governing terms of the transaction.

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2. **CUSTOMER OBLIGATIONS.** Customer shall provide Cummins safe access to Customer's site and arrange for all related services and utilities necessary for Cummins to perform the Services. During the performance of the Services, Customer shall fully and completely secure all or any part of any facility where the Equipment is located to remove and mitigate any and all safety issues and risks, including but not limited to facility occupants, customers, invitees, or any third party and or property damage or work interruption arising out of the Services. Customer shall make all necessary arrangement to address and mitigate the consequences of any electrical service interruption which might occur during the Services. CUSTOMER IS RESPONSIBLE FOR OPERATING AND MAINTAINING THE EQUIPMENT IN ACCORDANCE WITH THE OWNER'S MANUAL FOR THE EQUIPMENT.

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Customer agrees to pay all Cummins' costs and expenses (including all reasonable attorneys' fees) related to Cummins' enforcement and collection of unpaid invoices, or any other enforcement of this Agreement by Cummins. All sales are subject to Customer's ongoing credit approval. While Cummins may initially extend Net 30 payment terms upon Cummins' approval of Customer's credit application, Cummins reserves the right to reassess Customer's creditworthiness at any time prior to shipment. If, in Cummins' sole discretion, Customer's financial condition weakens or otherwise declines, Customer has past due invoices with Cummins, or Cummins otherwise determines that extending credit terms is no longer commercially reasonable, Cummins may, upon notice to Customer, (i) require full or partial payment in advance, (ii) require an alternative form of security satisfactory to Cummins, including but not limited to a letter of credit or payment bond, or (iii) withhold shipment until such payment or security is provided. Cummins shall not be liable for any delays or damages resulting from the enforcement of this provision. Unless otherwise stated, the Quote excludes all applicable local, state, or federal sales and/or use or similar taxes which Cummins is required by applicable laws to collect from Customer and shall be stated on the invoice. If Customer fails to make any payments, in whole or in part, to Cummins when due and payable, and such failure continues for more than thirty (30) calendar days, or less if required by applicable law, then Cummins may, at its sole discretion and without prejudice to any other rights or remedies, suspend its Services upon providing forty-eight (48) hours' written notice to Customer, in which case, the applicable schedule shall be extended for a period of time equal to the suspension period, plus a reasonable ramp up period, and all costs (including default interest) caused by such suspension shall be assumed by Customer.

4. **DELAYS.** Any performance dates indicated in this Agreement are estimated and not guaranteed. Cummins shall not be liable for any delays in performance however occasioned, including any that result directly or indirectly from acts of Customer or causes beyond Cummins' control, including but not limited to acts of God, accidents, fire, explosions, flood, unusual weather conditions, acts of government authority, civil strife, riots, natural disasters, embargos, wars, strikes or other labor disputes, civil commotion, terrorism, sabotage, late delivery of parts by Cummins' suppliers, fuel or other energy shortages, or an inability to obtain necessary labor, materials, supplies, equipment, or manufacturing facilities. AS A RESULT OF COVID-19 RELATED EFFECTS OR INDUSTRY SUPPLY CHAIN DISRUPTIONS, TEMPORARY DELAYS IN DELIVERY, LABOR OR SERVICES FROM CUMMINS AND ITS SUB-SUPPLIERS OR SUBCONTRACTORS MAY OCCUR. AMONG OTHER FACTORS, CUMMINS' DELIVERY OBLIGATIONS ARE SUBJECT TO CORRECT AND PUNCTUAL SUPPLY FROM OUR SUB-SUPPLIERS OR SUBCONTRACTORS, AND CUMMINS RESERVES THE RIGHT TO MAKE PARTIAL DELIVERIES OR MODIFY ITS LABOR OR SERVICE. WHILE CUMMINS SHALL MAKE EVERY COMMERCIALY REASONABLE EFFORT TO MEET THE DELIVERY, SERVICE OR COMPLETION OBLIGATIONS SET FORTH HEREIN, SUCH DATES ARE SUBJECT TO CHANGE. IN THE EVENT DELIVERY, SHIPPING, INSTALLATION, OR PERFORMANCE IS DELAYED, HOWEVER OCCASIONED, DUE TO EVENTS BEYOND CUMMINS' REASONABLE CONTROL, THEN THE DATE OF DELIVERY, SHIPPING, INSTALLATION, OR PERFORMANCE FOR THE GOODS OR SERVICES SHALL BE EQUITABLY EXTENDED FOR A PERIOD EQUAL TO THE TIME LOST, PLUS REASONABLE RAMP-UP.

5. **WARRANTY.** Cummins shall perform the Services in a reasonable and workmanlike manner. Parts and components supplied under this Agreement are governed by the express written manufacturer's limited warranty. No other warranty for parts or components is provided under this Agreement. All Services shall be free from defects in workmanship for a period of ninety (90) days after completion of Services. In the event of a warrantable defect in workmanship of Services supplied under this Agreement ("Warrantable Defect"), Cummins' obligation shall be solely limited to correcting the Warrantable Defect. Cummins shall correct the Warrantable Defect where (i) such Warrantable Defect becomes apparent to Customer during the warranty period; (ii) Cummins receives written notice of any Warrantable Defect within thirty (30) days following discovery by Customer; and (iii) Cummins has determined that there is a Warrantable Defect. Warrantable Defects remedied under this provision shall be subject to the remaining warranty period of the original warranty of the Services. New parts supplied during the remedy of Warrantable Defects are warranted for the balance of the warranty period still available from the original warranty of such parts. The remedies set forth in this Section 5 shall not be deemed to have failed of their essential purpose so long as Cummins is willing to correct defective Services or refund the purchase price therefor.

6. **LIMITATIONS OF WARRANTIES AND LIABILITY. THE REMEDIES PROVIDED IN THE LIMITED WARRANTY AND THIS AGREEMENT ARE THE SOLE AND EXCLUSIVE WARRANTIES AND REMEDIES PROVIDED BY CUMMINS TO THE CUSTOMER UNDER THIS AGREEMENT. EXCEPT AS SET OUT IN THE WARRANTY AND THIS AGREEMENT, AND TO THE EXTENT PERMITTED BY LAW, CUMMINS EXPRESSLY DISCLAIMS ALL OTHER REPRESENTATIONS, WARRANTIES, ENDORSEMENTS, AND CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY STATUTORY OR COMMON LAW IMPLIED REPRESENTATIONS, WARRANTIES AND CONDITIONS OF FITNESS FOR A PURPOSE OR MERCHANTABILITY. NOTWITHSTANDING ANY OTHER TERM OF THIS AGREEMENT, IN NO EVENT SHALL CUMMINS, ITS OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, LIQUIDATED, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION DOWNTIME, LOSS OF PROFIT OR REVENUE, LOSS OF DATA, LOSS OF OPPORTUNITY, DAMAGE TO GOODWILL, AND DAMAGES CAUSED BY DELAYS), OR IN ANY WAY RELATED TO OR ARISING FROM CUMMINS' SUPPLY OF PARTS OR SERVICES UNDER THIS AGREEMENT. IN NO EVENT SHALL CUMMINS' LIABILITY TO CUSTOMER OR ANY THIRD PARTY CLAIMING DIRECTLY THROUGH CUSTOMER OR ON CUSTOMER'S BEHALF UNDER THIS AGREEMENT EXCEED THE TOTAL COST OF PARTS AND SERVICES SUPPLIED BY CUMMINS UNDER THIS AGREEMENT. BY ACCEPTANCE OF THIS AGREEMENT, CUSTOMER ACKNOWLEDGES CUSTOMER'S SOLE REMEDY AGAINST CUMMINS FOR ANY LOSS SHALL BE THE REMEDY PROVIDED HEREIN.**

7. **INDEMNITY.** Customer shall indemnify, defend and hold harmless Cummins from and against any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, brought against or incurred by Cummins related to or arising out of this Agreement or the Services supplied under this Agreement (collectively, the "Claims"), where such Claims were caused or contributed to, in whole or in part, by the acts, omissions, fault or negligence of the Customer. Customer shall present any Claims covered by this indemnity to its insurance carrier unless Cummins directs that the defense will be handled by Cummins' legal counsel at Customer's expense.

8. **TERMINATION FOR DEFAULT.** If the Customer defaults by (i) breaching any term of this Agreement, (ii) becoming insolvent or declared bankrupt, or (iii) making an assignment for the benefit of creditors, Cummins may, upon written notice to Customer, immediately terminate this Agreement. Upon such termination for default, Cummins shall immediately cease any further performance under this Agreement, without further obligation or liability to Customer, and Customer shall pay Cummins for any parts or services supplied under this Agreement, in accordance with the payment terms detailed in Section 3. If a notice of termination for default has been issued and is later determined, for any reason, that the Customer was not in default, the rights and obligations of the parties shall treat the termination as a termination for convenience in accordance with Section 1.

9. **CONFIDENTIALITY.** Each party shall keep confidential any information received from the other that is not generally known to the public and at the time of disclosure, would reasonably be understood by the receiving party to be proprietary or confidential, whether disclosed in oral, written, visual, electronic or other form, and which the receiving party (or agents) learns in connection with this Agreement including, but not limited to: (a) business plans, strategies, sales, projects and analyses; (b) financial information, pricing, and fee structures; (c) business processes, methods and models; (d) employee and supplier information; (e) specifications; and (f) the terms and conditions of this Agreement. Each party shall take necessary steps to ensure compliance with this provision by its employees and agents.

10. **GOVERNING LAW.** This Agreement and all matters arising hereunder shall be governed by, interpreted, and construed in accordance with the laws of the State of Indiana without giving effect to any choice or conflict of law provision. The parties agree that the federal and state courts of the State of Indiana shall have exclusive jurisdiction to settle any dispute or claim arising in connection with this Agreement or any related matter, and hereby waive any right to claim such forum would be inappropriate, including concepts of forum non conveniens.

11. **INSURANCE.** Upon Customer's request, Cummins will provide to Customer a Certificate of Insurance evidencing Cummins' relevant insurance coverage.

12. **ASSIGNMENT.** This Agreement shall be binding on the parties and their successors and assigns. Customer shall not assign this Agreement without the prior written consent of Cummins.

13. **INTELLECTUAL PROPERTY.** Any intellectual property rights created by either party, whether independently or jointly, in the course of the performance of this Agreement or otherwise related to Cummins pre-existing intellectual property or subject matter related thereto, shall be Cummins' property. Customer agrees to assign, and does hereby assign, all right, title, and interest to such intellectual property to Cummins. Any Cummins pre-existing intellectual property shall remain Cummins' property. Nothing in this Agreement shall be deemed to have given Customer a license or any other rights to use any of the intellectual property rights of Cummins.

14. **SPECIALIZED EQUIPMENT & PROCESSES.** During the provision of services, except where prohibited by law, Cummins may utilize specialized processes, methodologies, and hardware including but not limited to QuickFit technology, adapters, quick connection fittings, hoses or other aids to facilitate oil exchange. These are provided as part of the services and at no additional cost to you. By signing this agreement, you acknowledge and consent to the installation and use of such processes, methodologies, and hardware.

15. **MISCELLANEOUS.** Cummins shall be an independent contractor with respect to the Services performed under this Agreement. All notices under this Agreement shall be in writing and be delivered personally, mailed via first class certified or registered mail, or sent by a nationally recognized express courier service to the addresses set forth in the Quote. No amendment of this Agreement shall be valid unless it is writing and signed by an authorized representative of the parties hereto. Failure of either party to require performance by the other party of any provision hereof shall in no way affect the right to require such performance at any time thereafter, nor shall the waiver by a party of a breach of any of the provisions hereof constitute a waiver of any succeeding breach. Any provision of this Agreement that is invalid or unenforceable shall not affect the validity or enforceability of the remaining terms hereof. Headings or other subdivisions of this Agreement are inserted for convenience of reference and shall not limit or affect the legal construction of any provision hereof. The Parties' rights, remedies, and obligations under this Agreement which by their nature are intended to continue beyond the termination or cancellation of this Agreement, including but not limited to the Limitation of Liability provision contained herein, shall survive the expiration, termination, or cancellation of this Agreement.

16. **ON-CALL SERVICES.** Upon Customer's request, Cummins shall provide on-call services (repair, emergency work or other) on the Equipment ("On-call Services"). Any On-call Services shall be invoiced to the Customer at the Cummins current hour rate (including traveling) and shall be governed by the terms and conditions of this Agreement.

17. **PRICING.** To the extent allowed by law, actual prices invoiced to Customer may vary from the price quoted at the time of order placement, as the same will be adjusted for prices prevailing on the date Services are performed ("Performance Date") due to economic and market conditions on the Performance Date. Subject to local laws, Cummins reserves the right to adjust pricing on goods and services due to input and labor cost changes and other unforeseen circumstances beyond Cummins' control.

18. **TARIFF AND DUTY SURCHARGES.** In addition to any adjustments otherwise provided for in this Agreement, in the event of any increase in the cost of purchased materials due to the impact of any tariffs, duties, levies, or similar government charges ("Tariffs") in effect during the term of this Agreement, the parties agree that such increases shall be passed through directly to the Customer effective immediately upon Cummins' notice to the Customer of such increases. The Customer shall pay Tariff-related increases within thirty (30) days of receipt of invoice.

19. To the extent applicable, this contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability. The employee notice requirements set forth in 29 CFR Part 471, Appendix A to Subpart A, are hereby incorporated by reference into this contract.

Generator Planned Equipment Maintenance



INSPECTION

INTERVALS AVAILABLE: WEEKLY, MONTHLY, QUARTERLY, SEMI-ANNUALLY OR ANNUALLY

BATTERIES AND BATTERY CHARGER

- Visually inspect battery terminal connections
- Verify electrolyte level, vent caps of all cells in the starting battery system
- Visually inspect wiring, connections and insulation
- Record battery charging functions
- Record battery information
- Record battery condition test

FUEL SYSTEM

- Visually inspect ignition system (Natural Gas and Propane Only)
- Record primary tank fuel level
- Inspect engine fuel system for leaks
- Visually inspect all engine fuel hoses, clamps, pipes, components and fittings
- Visually inspect rupture/containment basin
- Inspect day tank and controls (if applicable)
- Optional - fuel sample for laboratory analysis*

COOLING SYSTEM

- Record coolant level
- Visually inspect for coolant leaks
- Visually inspect drive belts condition
- Verify for proper coolant heater operation
- Record jacket water temperature
- Visually inspect fan, water pump, drives and pulleys
- Visually inspect all coolant hoses, clamps and connections
- Visually inspect radiator condition
- Visually inspect louver for damage
- Visually inspect fan hub and drive pulley for mechanical damage
- Record freeze point of antifreeze protection
- Record DCA level prior to changing coolant filter
- Optional - Coolant sample for laboratory analysis*

LUBRICATION SYSTEM

- Visually inspect engine oil leaks
- Visually inspect engine oil lines and connections
- Record oil level
- Optional - Oil sample for laboratory analysis*

GENSET CONTROLS AND ACCESSORIES

- Visually inspect all engine mounted wiring, senders and devices
- Visually inspect all control mounted components and wiring
- Verify all connecting plugs are tightened and in a good condition
- Visually inspect all accessory components and wiring
- Visually inspect and test lighting indicators

INTAKE AND EXHAUST SYSTEMS

- Visually inspect air filter and housing
- Visually inspect all engine piping and connections
- Record air cleaner restriction
- Visually inspect engine exhaust system for leaks
- Visually inspect rain cap
- Optional – Air filter replacement*
- Optional - Clean crankcase breather or replace filters*

GENERAL CONDITIONS

- Visually inspect governor linkage and oil level
- Visually inspect guards
- Visually inspect enclosure
- Visually inspect engine and generator mounts
- Verify emergency stop operation

TRANSFER SWITCH

- Visually inspect controls and time delay settings
- Verify function of exercise clock and record settings from controller
- Verify remote start control operation
- Record utility / source one voltage

AFTERTREATMENT (Upon request)

- Verify DEF level
- Record DPF restriction
- Visually inspect aftertreatment and controls

SWITCHGEAR (Upon Request)

- Inspection and Full Service quote available upon request.

FULL SERVICE

INCLUDES INSPECTION

OPERATIONAL & FUNCTIONAL REVIEW OF GENERATOR CRITICAL COMPONENTS

- Inspect engine cooling fan & fan drives for excessive wear or shaft wobble
- Check all pulleys, belt tensioners, slack adjusters & idler pulleys for travel, wear & overall condition
- Inspect / lubricate drive bearings, gear or belt drives, and other shaft connecting hardware

LUBRICATION OIL & FILTRATION SERVICE

- Change engine oil
- Change oil, fuel and water filters
- Post lube services operations of genset (unloaded) at rated temperature

* Additional Charge

Any additional repairs, parts, or service which are required will be brought to the attention of the owner. Repairs will only be made after proper authorization from the owner is given to Cummins. Any additional repairs, maintenance or service performed by Cummins or a Planned Equipment Maintenance Agreement holder will be at current Cummins labor rates.

Arc flash boundary and available incident energy shall be identified and marked on equipment being serviced or maintained.

Sales, service and support



Your partner in performance

If you want top performance and a long life for your Cummins generator, periodic maintenance is essential. Cummins Sales and Service provides a wide variety of products and services to support and maintain power generation systems. Let us help create peace of mind with planned maintenance for your generator.

Get in contact with us

Cummins location

Branch Name: Omaha Nebraska
Phone: 402-551-1027
Address: 10088 South 136th Street
Omaha Nebraska 68138

Emergency line (after hours)

Name: Service
Phone: 402-551-1027
Email: NA

Customer Service Advisor

Name: _____
Phone: _____
Email: _____

Service Supervisor - Field Service Power Generation

Name: Brian Thomas Landon Foster
Phone: 531-721-7642 402-237-6835
Email: ss872@cummins.com ob876@cummins.com

Service Manager

Name: Ian Casey
Phone: 402-951-2789
Email: ian.casey@cummins.com

Branch Manager

Name: Andy Stewart
Phone: 402-951-2790
Email: andrew.stewart@cummins.com

Planned maintenance scheduling and reports

Scheduler

Name: Brandy Famous
Phone: 402-983-0426
Email: Brandy.Famous@cummins.com

Scheduler Supervisor

Name: Aubree Rizza
Phone: 314-756-7741
Email: Aubree.rizza@cummins.com

Scheduler Manager

Name: Stephen Zech
Phone: 412-260-1575
Email: stephen.zech@cummins.com

Request/renew Planned Equipment Maintenance

New Contracts and Account Management

Name: Walt Hays
Phone: 402-450-5118
Email: walt.hays@cummins.com

Regional Sales Manager

Name: Ben Rankin
Phone: 636-660-7701
Email: Benjamin.Rankin@cummins.com

Maintenance Agreement Renewal

Name: Dan Hoover
Phone: 248-573-1596
Email: Daniel.hoover@cummins.com

Request a quote

Commercial Sales Request

Name: Todd Zwanziger
Phone: 515-672-6839
Email: todd.zwanziger@cummins.com

Consumer Sales Request

Name: Todd Zwanziger
Phone: 515-672-6839
Email: todd.zwanziger@cummins.com

Billing and payment

Commercial Business Customers

Register or log in to view invoices, statements, and make payments using Cummins secure online tools at customerpayment.cummins.com



For credit card, cash, or check payments

Contact your nearest Cummins location.

Sales and Service Overview



OUR PRODUCTS

The Cummins Sales and Service network is equipped with comprehensive generator knowledge, so they are able to service all makes and models of generators. Yes, even those non-Cummins generators. All maintenance follows manufacturer guidelines to meet specified maintenance requirements.



OUR SERVICE

- Factory-trained, certified technicians versed in all generator maintenance requirements.
- Use of only the latest software, diagnostic and troubleshooting tools.
- Identification of minor issues before they become major problems, effectively minimizing downtime.
- Extensive inventory of Genuine Cummins, Onan and Fleetguard parts.
- 24/7 Emergency Service



OUR APPROACH

We believe safety begins with us. Job Safety Assessments (JSA) are conducted prior to each job to evaluate potential hazards and ensure availability of all appropriate tools and resources required. All technicians are trained in regulations and safety guidelines and equipped with personal protective equipment.



OUR PLANS

- Unlike most other plans, we offer a few key advantages to help you maintain your generator.
- Fully customizable plans based on individual operational needs and factory service recommendations.
- Multi-year PEM availability to cut costs and save time through reduced transaction costs, dedicated coordinator monitoring agreement and pricing locked in for up to five years.
- Load bank performance testing

Cummins Care 24/7

1-800-CUMMINS

cummins.com/customer-assistance

Discover Cummins Sales and Service



Cummins Inc.
Box 3005
Columbus, IN 47202-3005
U.S.A.

cummins.com

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Generator Planned Equipment Maintenance



INSPECTION

INTERVALS AVAILABLE: WEEKLY, MONTHLY, QUARTERLY, SEMI-ANNUALLY OR ANNUALLY

BATTERIES AND BATTERY CHARGER

- Visually inspect battery terminal connections
- Verify electrolyte level, vent caps of all cells in the starting battery system
- Visually inspect wiring, connections and insulation
- Record battery charging functions
- Record battery information
- Record battery condition test

FUEL SYSTEM

- Visually inspect ignition system (Natural Gas and Propane Only)
- Record primary tank fuel level
- Inspect engine fuel system for leaks
- Visually inspect all engine fuel hoses, clamps, pipes, components and fittings
- Visually inspect rupture/ containment basin
- Inspect day tank and controls (if applicable)
- Optional - fuel sample for laboratory analysis*

COOLING SYSTEM

- Record coolant level
- Visually inspect for coolant leaks
- Visually inspect drive belts condition
- Verify for proper coolant heater operation
- Record jacket water temperature
- Visually inspect fan, water pump, drives and pulleys
- Visually inspect all coolant hoses, clamps and connections
- Visually inspect radiator condition
- Visually inspect louver for damage
- Visually inspect fan hub and drive pulley for mechanical damage
- Record freeze point of antifreeze protection
- Record DCA level prior to changing coolant filter
- Optional - Coolant sample for laboratory analysis*

LUBRICATION SYSTEM

- Visually inspect engine oil leaks
- Visually inspect engine oil lines and connections
- Record oil level
- Optional - Oil sample for laboratory analysis*

GENSET CONTROLS AND ACCESSORIES

- Visually inspect all engine mounted wiring, senders and devices
- Visually inspect all control mounted components and wiring
- Verify all connecting plugs are tightened and in a good condition
- Visually inspect all accessory components and wiring
- Visually inspect and test lighting indicators

INTAKE AND EXHAUST SYSTEMS

- Visually inspect air filter and housing
- Visually inspect all engine piping and connections
- Record air cleaner restriction
- Visually inspect engine exhaust system for leaks
- Visually inspect rain cap
- Optional – Air filter replacement*
- Optional - Clean crankcase breather or replace filters*

GENERAL CONDITIONS

- Visually inspect governor linkage and oil level
- Visually inspect guards
- Visually inspect enclosure
- Visually inspect engine and generator mounts
- Verify emergency stop operation

TRANSFER SWITCH

- Visually inspect controls and time delay settings
- Verify function of exercise clock and record settings from controller
- Verify remote start control operation
- Record utility / source one voltage

AFTERTREATMENT (Upon request)

- Verify DEF level
- Record DPF restriction
- Visually inspect aftertreatment and controls

SWITCHGEAR (Upon Request)

- Inspection and Full Service quote available upon request.

FULL SERVICE

INCLUDES INSPECTION

OPERATIONAL & FUNCTIONAL REVIEW OF GENERATOR CRITICAL COMPONENTS

- Inspect engine cooling fan & fan drives for excessive wear or shaft wobble
- Check all pulleys, belt tensioners, slack adjusters & idler pulleys for travel, wear & overall condition
- Inspect / lubricate drive bearings, gear or belt drives, and other shaft connecting hardware

LUBRICATION OIL & FILTRATION SERVICE

- Change engine oil
- Change oil, fuel and water filters
- Post lube services operations of genset (unloaded) at rated temperature

* Additional Charge

Any additional repairs, parts, or service which are required will be brought to the attention of the owner. Repairs will only be made after proper authorization from the owner is given to Cummins. Any additional repairs, maintenance or service performed by Cummins or a Planned Equipment Maintenance Agreement holder will be at current Cummins labor rates.

Arc flash boundary and available incident energy shall be identified and marked on equipment being serviced or maintained.



Sales and Service

OMAHA NE BRANCH
10088 S. 136 STREET
OMAHA, NE 68138
Phone: 402-551-7678

PLANNED MAINTENANCE AGREEMENT

Customer Address	Customer Contact	Quote Information
RED OAK SCHOOL DISTRICT 604 S BROADWAY ST Red Oak, IA 51566	Contact: Roger Vannausdle Phone: 712 370-6605 Fax: 712 623-6603 Cust Id: 607924	Quote Date: 06-OCT-26 Quote Expires: 04-JAN-27 Quote Num: 281937 Quoted By: Daniel J Hoover Quote Term: 3 Year(s)

Site Information

1	HIGH SCHOOL	2011 N 8TH ST	RED OAK	IA	51566
2	INMAN PRIMARY SCHOOL	900 INMAN DR	RED OAK	IA	51566

Site	Unit Number	Manufacturer	Model	Prod Model	Serial Number	Type
1	HIGH SCHOOL	ONAN	GEN SET	C80 N6	J180438929	ST
2	INMAN PRIMAR	CAT	G12UI	G12UI	F5943B/001	

Site	Unit Number	Service Event	Qty	Sell Price	Extended Price
1	HIGH SCHOOL	BATTERY REPLACEMENT	1	547.56	547.56
		COOLING SYS MAINT LVL3	1	1,388.18	1,388.18
		FULL SERVICE	3	989.89	2,969.67
		INSPECTION	3	716.67	2,150.01
2	INMAN PRIMARY	BATTERY REPLACEMENT	1	167.33	167.33
		COOLING SYS MAINT LVL3	1	1,478.28	1,478.28
		FULL SERVICE	3	672.78	2,018.34
		INSPECTION	3	562.44	1,687.32

Generator Planned Equipment Maintenance Quote

IF APPLICABLE, TAX IS AN ESTIMATE AND SUBJECT TO CHANGE DUE TO STATE AND LOCAL LAWS

This quote reflects services completed during regular business hours unless otherwise noted.
Additional repairs will not be performed without customer's authorization. Either party has the right to terminate this Agreement upon thirty (30) days written notice prior to service.

Service/Scheduled Month

Based on previous PM schedule, services are tentatively scheduled for:

INSPECTION - March 2027, 2028, 2029
COOLING SYS MAINT LVL3 - March 2027 - Last completed March 2022
BATTERY REPLACEMENT - March 2028 - Last replaced March 2025
FULL SERVICE - September 2027, 2028, 2029

For any questions regarding this proposal and to continue your services without interruption, please sign the agreement and return to:

Dan Hoover
daniel.hoover@cummins.com
248-573-1596

PLANNED MAINTENANCE AGREEMENT TERMS AND CONDITIONS

These planned maintenance agreement terms and conditions ("Terms and Conditions"), together with the quote on the front side ("Quote") and the scope of services, are hereinafter collectively referred to as this "Agreement" and shall constitute the entire agreement between the customer identified in the Quote ("Customer") and Cummins Inc. ("Cummins") and supersede any previous agreement or understanding (oral or written) between the parties with respect to the subject matter of this Agreement. Customer shall be deemed to have made an unqualified acceptance of these Terms and Conditions and it shall become a binding agreement between the parties on the earliest of the following to occur: (i) Cummins' receipt of Customer's purchase order or purchase order number; (ii) Customer's signing or acknowledgment of this Agreement; (iii) Cummins' release of Products to production pursuant to Customer's oral or written instruction or direction; (iv) Customer's payment of any amounts due to Cummins; or (v) any other event constituting acceptance under applicable law. No prior inconsistent course of dealing, course of performance, or usage of trade, if any, constitutes a waiver of or serves to explain or interpret this Agreement. Electronic transactions between Customer and Cummins will be solely governed by this Agreement, and any terms and conditions on Customer's website, vendor portal, or other internet site will be null and void and of no legal effect on Cummins. In the event Customer delivers, references, incorporates by reference, or produces any purchase order or document, vendor portal terms, specifications, agreement (whether upstream or otherwise), or any other terms and conditions related thereto, then such specifications, terms, document, or other agreement: (i) shall be null and void and of no legal effect on Cummins, and (ii) this Agreement shall remain the governing terms of the transaction.

1. **SCOPE OF SERVICES; PERFORMANCE OF SERVICES.** Cummins shall perform the maintenance ("Services") on the equipment identified in the Quote ("Equipment") in accordance with the schedule specified in the Quote. The Services include those services defined in the "Service Event" section of the Quote. No additional services or materials are included in this Agreement unless agreed upon by the parties in writing. Unless otherwise indicated in the Quote, Cummins will provide the labor and tools necessary to perform the Services and shall keep Customer's property free from accumulation of waste materials caused by Cummins' operations. Either party may terminate this Agreement with or without cause by providing thirty (30) days' written notice to the other. Unless otherwise agreed by Cummins in writing, this Quote is valid for a maximum period of thirty (30) days from the date appearing on the first page of this Quote ("Quote Validation Period"). At the end of the Quote Validation Period, this Quote will automatically expire unless accepted by Customer prior to the end of the Quote Validation Period. The foregoing notwithstanding, in no event shall this Quote Validation Period be deemed or otherwise considered to be a firm offer period nor to establish an option contract, and Cummins hereby reserves its right to revoke or amend this Quote at any time prior to Customer's acceptance.

2. **CUSTOMER OBLIGATIONS.** Customer shall provide Cummins safe access to Customer's site and arrange for all related services and utilities necessary for Cummins to perform the Services. During the performance of the Services, Customer shall fully and completely secure all or any part of any facility where the Equipment is located to remove and mitigate any and all safety issues and risks, including but not limited to facility occupants, customers, invitees, or any third party and or property damage or work interruption arising out of the Services. Customer shall make all necessary arrangement to address and mitigate the consequences of any electrical service interruption which might occur during the Services. CUSTOMER IS RESPONSIBLE FOR OPERATING AND MAINTAINING THE EQUIPMENT IN ACCORDANCE WITH THE OWNER'S MANUAL FOR THE EQUIPMENT.

3. **PAYMENT TERMS.** Unless otherwise agreed to by the parties in writing and subject to credit approval by Cummins, payments are due thirty (30) days from the date of the invoice. If Customer does not have approved credit with Cummins, as solely determined by Cummins, payments are due in advance or at the time of supply of the Services. Purchases paid by credit card may be subject to a surcharge of up to three percent (3%) (or a lower amount where required by applicable law). No surcharge will be imposed where prohibited by law. The applicable surcharge, if any, will be disclosed before payment is submitted and will be reflected in the total amount authorized by the Customer. If payment is not received when due, in addition to any rights Cummins may have at law, Cummins may charge Customer eighteen percent (18%) interest annually on late payments, or the maximum amount allowed by law.

Customer agrees to pay all Cummins' costs and expenses (including all reasonable attorneys' fees) related to Cummins' enforcement and collection of unpaid invoices, or any other enforcement of this Agreement by Cummins. All sales are subject to Customer's ongoing credit approval. While Cummins may initially extend Net 30 payment terms upon Cummins' approval of Customer's credit application, Cummins reserves the right to reassess Customer's creditworthiness at any time prior to shipment. If, in Cummins' sole discretion, Customer's financial condition weakens or otherwise declines, Customer has past due invoices with Cummins, or Cummins otherwise determines that extending credit terms is no longer commercially reasonable, Cummins may, upon notice to Customer, (i) require full or partial payment in advance, (ii) require an alternative form of security satisfactory to Cummins, including but not limited to a letter of credit or payment bond, or (iii) withhold shipment until such payment or security is provided. Cummins shall not be liable for any delays or damages resulting from the enforcement of this provision. Unless otherwise stated, the Quote excludes all applicable local, state, or federal sales and/or use or similar taxes which Cummins is required by applicable laws to collect from Customer and shall be stated on the invoice. If Customer fails to make any payments, in whole or in part, to Cummins when due and payable, and such failure continues for more than thirty (30) calendar days, or less if required by applicable law, then Cummins may, at its sole discretion and without prejudice to any other rights or remedies, suspend its Services upon providing forty-eight (48) hours' written notice to Customer, in which case, the applicable schedule shall be extended for a period of time equal to the suspension period, plus a reasonable ramp up period, and all costs (including default interest) caused by such suspension shall be assumed by Customer.

4. **DELAYS.** Any performance dates indicated in this Agreement are estimated and not guaranteed. Cummins shall not be liable for any delays in performance however occasioned, including any that result directly or indirectly from acts of Customer or causes beyond Cummins' control, including but not limited to acts of God, accidents, fire, explosions, flood, unusual weather conditions, acts of government authority, civil strife, riots, natural disasters, embargos, wars, strikes or other labor disputes, civil commotion, terrorism, sabotage, late delivery of parts by Cummins' suppliers, fuel or other energy shortages, or an inability to obtain necessary labor, materials, supplies, equipment, or manufacturing facilities. AS A RESULT OF COVID-19 RELATED EFFECTS OR INDUSTRY SUPPLY CHAIN DISRUPTIONS, TEMPORARY DELAYS IN DELIVERY, LABOR OR SERVICES FROM CUMMINS AND ITS SUB-SUPPLIERS OR SUBCONTRACTORS MAY OCCUR. AMONG OTHER FACTORS, CUMMINS' DELIVERY OBLIGATIONS ARE SUBJECT TO CORRECT AND PUNCTUAL SUPPLY FROM OUR SUB-SUPPLIERS OR SUBCONTRACTORS, AND CUMMINS RESERVES THE RIGHT TO MAKE PARTIAL DELIVERIES OR MODIFY ITS LABOR OR SERVICE. WHILE CUMMINS SHALL MAKE EVERY COMMERCIALY REASONABLE EFFORT TO MEET THE DELIVERY, SERVICE OR COMPLETION OBLIGATIONS SET FORTH HEREIN, SUCH DATES ARE SUBJECT TO CHANGE. IN THE EVENT DELIVERY, SHIPPING, INSTALLATION, OR PERFORMANCE IS DELAYED, HOWEVER OCCASIONED, DUE TO EVENTS BEYOND CUMMINS' REASONABLE CONTROL, THEN THE DATE OF DELIVERY, SHIPPING, INSTALLATION, OR PERFORMANCE FOR THE GOODS OR SERVICES SHALL BE EQUITABLY EXTENDED FOR A PERIOD EQUAL TO THE TIME LOST, PLUS REASONABLE RAMP-UP.

5. **WARRANTY.** Cummins shall perform the Services in a reasonable and workmanlike manner. Parts and components supplied under this Agreement are governed by the express written manufacturer's limited warranty. No other warranty for parts or components is provided under this Agreement. All Services shall be free from defects in workmanship for a period of ninety (90) days after completion of Services. In the event of a warrantable defect in workmanship of Services supplied under this Agreement ("Warrantable Defect"), Cummins' obligation shall be solely limited to correcting the Warrantable Defect. Cummins shall correct the Warrantable Defect where (i) such Warrantable Defect becomes apparent to Customer during the warranty period; (ii) Cummins receives written notice of any Warrantable Defect within thirty (30) days following discovery by Customer; and (iii) Cummins has determined that there is a Warrantable Defect. Warrantable Defects remedied under this provision shall be subject to the remaining warranty period of the original warranty of the Services. New parts supplied during the remedy of Warrantable Defects are warranted for the balance of the warranty period still available from the original warranty of such parts. The remedies set forth in this Section 5 shall not be deemed to have failed of their essential purpose so long as Cummins is willing to correct defective Services or refund the purchase price therefor.

6. **LIMITATIONS OF WARRANTIES AND LIABILITY. THE REMEDIES PROVIDED IN THE LIMITED WARRANTY AND THIS AGREEMENT ARE THE SOLE AND EXCLUSIVE WARRANTIES AND REMEDIES PROVIDED BY CUMMINS TO THE CUSTOMER UNDER THIS AGREEMENT. EXCEPT AS SET OUT IN THE WARRANTY AND THIS AGREEMENT, AND TO THE EXTENT PERMITTED BY LAW, CUMMINS EXPRESSLY DISCLAIMS ALL OTHER REPRESENTATIONS, WARRANTIES, ENDORSEMENTS, AND CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY STATUTORY OR COMMON LAW IMPLIED REPRESENTATIONS, WARRANTIES AND CONDITIONS OF FITNESS FOR A PURPOSE OR MERCHANTABILITY. NOTWITHSTANDING ANY OTHER TERM OF THIS AGREEMENT, IN NO EVENT SHALL CUMMINS, ITS OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, LIQUIDATED, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION DOWNTIME, LOSS OF PROFIT OR REVENUE, LOSS OF DATA, LOSS OF OPPORTUNITY, DAMAGE TO GOODWILL, AND DAMAGES CAUSED BY DELAYS), OR IN ANY WAY RELATED TO OR ARISING FROM CUMMINS' SUPPLY OF PARTS OR SERVICES UNDER THIS AGREEMENT. IN NO EVENT SHALL CUMMINS' LIABILITY TO CUSTOMER OR ANY THIRD PARTY CLAIMING DIRECTLY THROUGH CUSTOMER OR ON CUSTOMER'S BEHALF UNDER THIS AGREEMENT EXCEED THE TOTAL COST OF PARTS AND SERVICES SUPPLIED BY CUMMINS UNDER THIS AGREEMENT. BY ACCEPTANCE OF THIS AGREEMENT, CUSTOMER ACKNOWLEDGES CUSTOMER'S SOLE REMEDY AGAINST CUMMINS FOR ANY LOSS SHALL BE THE REMEDY PROVIDED HEREIN.**

7. **INDEMNITY.** Customer shall indemnify, defend and hold harmless Cummins from and against any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, brought against or incurred by Cummins related to or arising out of this Agreement or the Services supplied under this Agreement (collectively, the "Claims"), where such Claims were caused or contributed to, in whole or in part, by the acts, omissions, fault or negligence of the Customer. Customer shall present any Claims covered by this indemnity to its insurance carrier unless Cummins directs that the defense will be handled by Cummins' legal counsel at Customer's expense.

8. **TERMINATION FOR DEFAULT.** If the Customer defaults by (i) breaching any term of this Agreement, (ii) becoming insolvent or declared bankrupt, or (iii) making an assignment for the benefit of creditors, Cummins may, upon written notice to Customer, immediately terminate this Agreement. Upon such termination for default, Cummins shall immediately cease any further performance under this Agreement, without further obligation or liability to Customer, and Customer shall pay Cummins for any parts or services supplied under this Agreement, in accordance with the payment terms detailed in Section 3. If a notice of termination for default has been issued and is later determined, for any reason, that the Customer was not in default, the rights and obligations of the parties shall treat the termination as a termination for convenience in accordance with Section 1.

9. **CONFIDENTIALITY.** Each party shall keep confidential any information received from the other that is not generally known to the public and at the time of disclosure, would reasonably be understood by the receiving party to be proprietary or confidential, whether disclosed in oral, written, visual, electronic or other form, and which the receiving party (or agents) learns in connection with this Agreement including, but not limited to: (a) business plans, strategies, sales, projects and analyses; (b) financial information, pricing, and fee structures; (c) business processes, methods and models; (d) employee and supplier information; (e) specifications; and (f) the terms and conditions of this Agreement. Each party shall take necessary steps to ensure compliance with this provision by its employees and agents.

10. **GOVERNING LAW.** This Agreement and all matters arising hereunder shall be governed by, interpreted, and construed in accordance with the laws of the State of Indiana without giving effect to any choice or conflict of law provision. The parties agree that the federal and state courts of the State of Indiana shall have exclusive jurisdiction to settle any dispute or claim arising in connection with this Agreement or any related matter, and hereby waive any right to claim such forum would be inappropriate, including concepts of forum non conveniens.

11. **INSURANCE.** Upon Customer's request, Cummins will provide to Customer a Certificate of Insurance evidencing Cummins' relevant insurance coverage.

12. **ASSIGNMENT.** This Agreement shall be binding on the parties and their successors and assigns. Customer shall not assign this Agreement without the prior written consent of Cummins.

13. **INTELLECTUAL PROPERTY.** Any intellectual property rights created by either party, whether independently or jointly, in the course of the performance of this Agreement or otherwise related to Cummins pre-existing intellectual property or subject matter related thereto, shall be Cummins' property. Customer agrees to assign, and does hereby assign, all right, title, and interest to such intellectual property to Cummins. Any Cummins pre-existing intellectual property shall remain Cummins' property. Nothing in this Agreement shall be deemed to have given Customer a license or any other rights to use any of the intellectual property rights of Cummins.

14. **SPECIALIZED EQUIPMENT & PROCESSES.** During the provision of services, except where prohibited by law, Cummins may utilize specialized processes, methodologies, and hardware including but not limited to QuickFit technology, adapters, quick connection fittings, hoses or other aids to facilitate oil exchange. These are provided as part of the services and at no additional cost to you. By signing this agreement, you acknowledge and consent to the installation and use of such processes, methodologies, and hardware.

15. **MISCELLANEOUS.** Cummins shall be an independent contractor with respect to the Services performed under this Agreement. All notices under this Agreement shall be in writing and be delivered personally, mailed via first class certified or registered mail, or sent by a nationally recognized express courier service to the addresses set forth in the Quote. No amendment of this Agreement shall be valid unless it is writing and signed by an authorized representative of the parties hereto. Failure of either party to require performance by the other party of any provision hereof shall in no way affect the right to require such performance at any time thereafter, nor shall the waiver by a party of a breach of any of the provisions hereof constitute a waiver of any succeeding breach. Any provision of this Agreement that is invalid or unenforceable shall not affect the validity or enforceability of the remaining terms hereof. Headings or other subdivisions of this Agreement are inserted for convenience of reference and shall not limit or affect the legal construction of any provision hereof. The Parties' rights, remedies, and obligations under this Agreement which by their nature are intended to continue beyond the termination or cancellation of this Agreement, including but not limited to the Limitation of Liability provision contained herein, shall survive the expiration, termination, or cancellation of this Agreement.

16. **ON-CALL SERVICES.** Upon Customer's request, Cummins shall provide on-call services (repair, emergency work or other) on the Equipment ("On-call Services"). Any On-call Services shall be invoiced to the Customer at the Cummins current hour rate (including traveling) and shall be governed by the terms and conditions of this Agreement.

17. **PRICING.** To the extent allowed by law, actual prices invoiced to Customer may vary from the price quoted at the time of order placement, as the same will be adjusted for prices prevailing on the date Services are performed ("Performance Date") due to economic and market conditions on the Performance Date. Subject to local laws, Cummins reserves the right to adjust pricing on goods and services due to input and labor cost changes and other unforeseen circumstances beyond Cummins' control.

18. **TARIFF AND DUTY SURCHARGES.** In addition to any adjustments otherwise provided for in this Agreement, in the event of any increase in the cost of purchased materials due to the impact of any tariffs, duties, levies, or similar government charges ("Tariffs") in effect during the term of this Agreement, the parties agree that such increases shall be passed through directly to the Customer effective immediately upon Cummins' notice to the Customer of such increases. The Customer shall pay Tariff-related increases within thirty (30) days of receipt of invoice.

19. To the extent applicable, this contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability. The employee notice requirements set forth in 29 CFR Part 471, Appendix A to Subpart A, are hereby incorporated by reference into this contract.



Sales and Service

PLANNED MAINTENANCE AGREEMENT

<u>Customer Address</u>	<u>Customer Contact</u>	<u>Quote Information</u>
RED OAK SCHOOL DISTRICT 604 S BROADWAY ST Red Oak, IA 51566	Contact: Roger Vannausdle Phone: 712 370-6605 Fax: 712 623-6603 Cust Id: 607924	Quote Date: 06-OCT-26 Quote Expires: 04-JAN-27 Quote Num: 281937 Quoted By: Daniel J Hoover Quote Term: 3 Year(s)

Payment Information: Red Oak School District has a line of credit

Customers with a line of credit will be invoiced after the completion of service event unless requested otherwise.
Customers without a line of credit, including residential customers, will have payment secured prior to services being performed.

Please provide PO#s (if applicable) and include your updated contact information.

PO#: _____ Amount: _____
Name, phone & email to receive invoices _____
Name, phone & email to receive statements _____
Name, phone & email to receive billing inquiries _____

Purchase order must be made out to Cummins Inc. or Cummins Sales & Service

For any questions regarding your account or additional sales opportunities:

Walt Hays
walt.hays@cummins.com
402-951-2788

Standard Agreement Amount	\$12,406.69
Proposal Total	\$12,406.69

THERE ARE ADDITIONAL CONTRACT TERMS AND
CONDITIONS ON THE REVERSE SIDE OF THIS
DOCUMENT, INCLUDING LIMITATIONS OF
WARRANTIES AND LIABILITY, WHICH ARE EXPRESSLY
INCORPORATED HEREIN. CUSTOMER ACKNOWLEDGES
THAT THE CONTRACT TERMS AND CONDITIONS HAVE
BEEN READ, FULLY UNDERSTOOD, AND ACCEPTED.

Customer Approval

Signature: _____

Date: _____

CUMMINS INC

Signature: _____

Date: _____

PLANNED MAINTENANCE AGREEMENT TERMS AND CONDITIONS

These planned maintenance agreement terms and conditions ("Terms and Conditions"), together with the quote on the front side ("Quote") and the scope of services, are hereinafter collectively referred to as this "Agreement" and shall constitute the entire agreement between the customer identified in the Quote ("Customer") and Cummins Inc. ("Cummins") and supersede any previous agreement or understanding (oral or written) between the parties with respect to the subject matter of this Agreement. Customer shall be deemed to have made an unqualified acceptance of these Terms and Conditions and it shall become a binding agreement between the parties on the earliest of the following to occur: (i) Cummins' receipt of Customer's purchase order or purchase order number; (ii) Customer's signing or acknowledgment of this Agreement; (iii) Cummins' release of Products to production pursuant to Customer's oral or written instruction or direction; (iv) Customer's payment of any amounts due to Cummins; or (v) any other event constituting acceptance under applicable law. No prior inconsistent course of dealing, course of performance, or usage of trade, if any, constitutes a waiver of or serves to explain or interpret this Agreement. Electronic transactions between Customer and Cummins will be solely governed by this Agreement, and any terms and conditions on Customer's website, vendor portal, or other internet site will be null and void and of no legal effect on Cummins. In the event Customer delivers, references, incorporates by reference, or produces any purchase order or document, vendor portal terms, specifications, agreement (whether upstream or otherwise), or any other terms and conditions related thereto, then such specifications, terms, document, or other agreement: (i) shall be null and void and of no legal effect on Cummins, and (ii) this Agreement shall remain the governing terms of the transaction.

1. **SCOPE OF SERVICES; PERFORMANCE OF SERVICES.** Cummins shall perform the maintenance ("Services") on the equipment identified in the Quote ("Equipment") in accordance with the schedule specified in the Quote. The Services include those services defined in the "Service Event" section of the Quote. No additional services or materials are included in this Agreement unless agreed upon by the parties in writing. Unless otherwise indicated in the Quote, Cummins will provide the labor and tools necessary to perform the Services and shall keep Customer's property free from accumulation of waste materials caused by Cummins' operations. Either party may terminate this Agreement with or without cause by providing thirty (30) days' written notice to the other. Unless otherwise agreed by Cummins in writing, this Quote is valid for a maximum period of thirty (30) days from the date appearing on the first page of this Quote ("Quote Validation Period"). At the end of the Quote Validation Period, this Quote will automatically expire unless accepted by Customer prior to the end of the Quote Validation Period. The foregoing notwithstanding, in no event shall this Quote Validation Period be deemed or otherwise considered to be a firm offer period nor to establish an option contract, and Cummins hereby reserves its right to revoke or amend this Quote at any time prior to Customer's acceptance.

2. **CUSTOMER OBLIGATIONS.** Customer shall provide Cummins safe access to Customer's site and arrange for all related services and utilities necessary for Cummins to perform the Services. During the performance of the Services, Customer shall fully and completely secure all or any part of any facility where the Equipment is located to remove and mitigate any and all safety issues and risks, including but not limited to facility occupants, customers, invitees, or any third party and or property damage or work interruption arising out of the Services. Customer shall make all necessary arrangement to address and mitigate the consequences of any electrical service interruption which might occur during the Services. CUSTOMER IS RESPONSIBLE FOR OPERATING AND MAINTAINING THE EQUIPMENT IN ACCORDANCE WITH THE OWNER'S MANUAL FOR THE EQUIPMENT.

3. **PAYMENT TERMS.** Unless otherwise agreed to by the parties in writing and subject to credit approval by Cummins, payments are due thirty (30) days from the date of the invoice. If Customer does not have approved credit with Cummins, as solely determined by Cummins, payments are due in advance or at the time of supply of the Services. Purchases paid by credit card may be subject to a surcharge of up to three percent (3%) (or a lower amount where required by applicable law). No surcharge will be imposed where prohibited by law. The applicable surcharge, if any, will be disclosed before payment is submitted and will be reflected in the total amount authorized by the Customer. If payment is not received when due, in addition to any rights Cummins may have at law, Cummins may charge Customer eighteen percent (18%) interest annually on late payments, or the maximum amount allowed by law.

Customer agrees to pay all Cummins' costs and expenses (including all reasonable attorneys' fees) related to Cummins' enforcement and collection of unpaid invoices, or any other enforcement of this Agreement by Cummins. All sales are subject to Customer's ongoing credit approval. While Cummins may initially extend Net 30 payment terms upon Cummins' approval of Customer's credit application, Cummins reserves the right to reassess Customer's creditworthiness at any time prior to shipment. If, in Cummins' sole discretion, Customer's financial condition weakens or otherwise declines, Customer has past due invoices with Cummins, or Cummins otherwise determines that extending credit terms is no longer commercially reasonable, Cummins may, upon notice to Customer, (i) require full or partial payment in advance, (ii) require an alternative form of security satisfactory to Cummins, including but not limited to a letter of credit or payment bond, or (iii) withhold shipment until such payment or security is provided. Cummins shall not be liable for any delays or damages resulting from the enforcement of this provision. Unless otherwise stated, the Quote excludes all applicable local, state, or federal sales and/or use or similar taxes which Cummins is required by applicable laws to collect from Customer and shall be stated on the invoice. If Customer fails to make any payments, in whole or in part, to Cummins when due and payable, and such failure continues for more than thirty (30) calendar days, or less if required by applicable law, then Cummins may, at its sole discretion and without prejudice to any other rights or remedies, suspend its Services upon providing forty-eight (48) hours' written notice to Customer, in which case, the applicable schedule shall be extended for a period of time equal to the suspension period, plus a reasonable ramp up period, and all costs (including default interest) caused by such suspension shall be assumed by Customer.

4. **DELAYS.** Any performance dates indicated in this Agreement are estimated and not guaranteed. Cummins shall not be liable for any delays in performance however occasioned, including any that result directly or indirectly from acts of Customer or causes beyond Cummins' control, including but not limited to acts of God, accidents, fire, explosions, flood, unusual weather conditions, acts of government authority, civil strife, riots, natural disasters, embargos, wars, strikes or other labor disputes, civil commotion, terrorism, sabotage, late delivery of parts by Cummins' suppliers, fuel or other energy shortages, or an inability to obtain necessary labor, materials, supplies, equipment, or manufacturing facilities. AS A RESULT OF COVID-19 RELATED EFFECTS OR INDUSTRY SUPPLY CHAIN DISRUPTIONS, TEMPORARY DELAYS IN DELIVERY, LABOR OR SERVICES FROM CUMMINS AND ITS SUB-SUPPLIERS OR SUBCONTRACTORS MAY OCCUR. AMONG OTHER FACTORS, CUMMINS' DELIVERY OBLIGATIONS ARE SUBJECT TO CORRECT AND PUNCTUAL SUPPLY FROM OUR SUB-SUPPLIERS OR SUBCONTRACTORS, AND CUMMINS RESERVES THE RIGHT TO MAKE PARTIAL DELIVERIES OR MODIFY ITS LABOR OR SERVICE. WHILE CUMMINS SHALL MAKE EVERY COMMERCIALY REASONABLE EFFORT TO MEET THE DELIVERY, SERVICE OR COMPLETION OBLIGATIONS SET FORTH HEREIN, SUCH DATES ARE SUBJECT TO CHANGE. IN THE EVENT DELIVERY, SHIPPING, INSTALLATION, OR PERFORMANCE IS DELAYED, HOWEVER OCCASIONED, DUE TO EVENTS BEYOND CUMMINS' REASONABLE CONTROL, THEN THE DATE OF DELIVERY, SHIPPING, INSTALLATION, OR PERFORMANCE FOR THE GOODS OR SERVICES SHALL BE EQUITABLY EXTENDED FOR A PERIOD EQUAL TO THE TIME LOST, PLUS REASONABLE RAMP-UP.

5. **WARRANTY.** Cummins shall perform the Services in a reasonable and workmanlike manner. Parts and components supplied under this Agreement are governed by the express written manufacturer's limited warranty. No other warranty for parts or components is provided under this Agreement. All Services shall be free from defects in workmanship for a period of ninety (90) days after completion of Services. In the event of a warrantable defect in workmanship of Services supplied under this Agreement ("Warrantable Defect"), Cummins' obligation shall be solely limited to correcting the Warrantable Defect. Cummins shall correct the Warrantable Defect where (i) such Warrantable Defect becomes apparent to Customer during the warranty period; (ii) Cummins receives written notice of any Warrantable Defect within thirty (30) days following discovery by Customer; and (iii) Cummins has determined that there is a Warrantable Defect. Warrantable Defects remedied under this provision shall be subject to the remaining warranty period of the original warranty of the Services. New parts supplied during the remedy of Warrantable Defects are warranted for the balance of the warranty period still available from the original warranty of such parts. The remedies set forth in this Section 5 shall not be deemed to have failed of their essential purpose so long as Cummins is willing to correct defective Services or refund the purchase price therefor.

6. **LIMITATIONS OF WARRANTIES AND LIABILITY. THE REMEDIES PROVIDED IN THE LIMITED WARRANTY AND THIS AGREEMENT ARE THE SOLE AND EXCLUSIVE WARRANTIES AND REMEDIES PROVIDED BY CUMMINS TO THE CUSTOMER UNDER THIS AGREEMENT. EXCEPT AS SET OUT IN THE WARRANTY AND THIS AGREEMENT, AND TO THE EXTENT PERMITTED BY LAW, CUMMINS EXPRESSLY DISCLAIMS ALL OTHER REPRESENTATIONS, WARRANTIES, ENDORSEMENTS, AND CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY STATUTORY OR COMMON LAW IMPLIED REPRESENTATIONS, WARRANTIES AND CONDITIONS OF FITNESS FOR A PURPOSE OR MERCHANTABILITY. NOTWITHSTANDING ANY OTHER TERM OF THIS AGREEMENT, IN NO EVENT SHALL CUMMINS, ITS OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, LIQUIDATED, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION DOWNTIME, LOSS OF PROFIT OR REVENUE, LOSS OF DATA, LOSS OF OPPORTUNITY, DAMAGE TO GOODWILL, AND DAMAGES CAUSED BY DELAYS), OR IN ANY WAY RELATED TO OR ARISING FROM CUMMINS' SUPPLY OF PARTS OR SERVICES UNDER THIS AGREEMENT. IN NO EVENT SHALL CUMMINS' LIABILITY TO CUSTOMER OR ANY THIRD PARTY CLAIMING DIRECTLY THROUGH CUSTOMER OR ON CUSTOMER'S BEHALF UNDER THIS AGREEMENT EXCEED THE TOTAL COST OF PARTS AND SERVICES SUPPLIED BY CUMMINS UNDER THIS AGREEMENT. BY ACCEPTANCE OF THIS AGREEMENT, CUSTOMER ACKNOWLEDGES CUSTOMER'S SOLE REMEDY AGAINST CUMMINS FOR ANY LOSS SHALL BE THE REMEDY PROVIDED HEREIN.**

7. **INDEMNITY.** Customer shall indemnify, defend and hold harmless Cummins from and against any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, brought against or incurred by Cummins related to or arising out of this Agreement or the Services supplied under this Agreement (collectively, the "Claims"), where such Claims were caused or contributed to, in whole or in part, by the acts, omissions, fault or negligence of the Customer. Customer shall present any Claims covered by this indemnity to its insurance carrier unless Cummins directs that the defense will be handled by Cummins' legal counsel at Customer's expense.

8. **TERMINATION FOR DEFAULT.** If the Customer defaults by (i) breaching any term of this Agreement, (ii) becoming insolvent or declared bankrupt, or (iii) making an assignment for the benefit of creditors, Cummins may, upon written notice to Customer, immediately terminate this Agreement. Upon such termination for default, Cummins shall immediately cease any further performance under this Agreement, without further obligation or liability to Customer, and Customer shall pay Cummins for any parts or services supplied under this Agreement, in accordance with the payment terms detailed in Section 3. If a notice of termination for default has been issued and is later determined, for any reason, that the Customer was not in default, the rights and obligations of the parties shall treat the termination as a termination for convenience in accordance with Section 1.

9. **CONFIDENTIALITY.** Each party shall keep confidential any information received from the other that is not generally known to the public and at the time of disclosure, would reasonably be understood by the receiving party to be proprietary or confidential, whether disclosed in oral, written, visual, electronic or other form, and which the receiving party (or agents) learns in connection with this Agreement including, but not limited to: (a) business plans, strategies, sales, projects and analyses; (b) financial information, pricing, and fee structures; (c) business processes, methods and models; (d) employee and supplier information; (e) specifications; and (f) the terms and conditions of this Agreement. Each party shall take necessary steps to ensure compliance with this provision by its employees and agents.

10. **GOVERNING LAW.** This Agreement and all matters arising hereunder shall be governed by, interpreted, and construed in accordance with the laws of the State of Indiana without giving effect to any choice or conflict of law provision. The parties agree that the federal and state courts of the State of Indiana shall have exclusive jurisdiction to settle any dispute or claim arising in connection with this Agreement or any related matter, and hereby waive any right to claim such forum would be inappropriate, including concepts of forum non conveniens.

11. **INSURANCE.** Upon Customer's request, Cummins will provide to Customer a Certificate of Insurance evidencing Cummins' relevant insurance coverage.

12. **ASSIGNMENT.** This Agreement shall be binding on the parties and their successors and assigns. Customer shall not assign this Agreement without the prior written consent of Cummins.

13. **INTELLECTUAL PROPERTY.** Any intellectual property rights created by either party, whether independently or jointly, in the course of the performance of this Agreement or otherwise related to Cummins pre-existing intellectual property or subject matter related thereto, shall be Cummins' property. Customer agrees to assign, and does hereby assign, all right, title, and interest to such intellectual property to Cummins. Any Cummins pre-existing intellectual property shall remain Cummins' property. Nothing in this Agreement shall be deemed to have given Customer a license or any other rights to use any of the intellectual property rights of Cummins.

14. **SPECIALIZED EQUIPMENT & PROCESSES.** During the provision of services, except where prohibited by law, Cummins may utilize specialized processes, methodologies, and hardware including but not limited to QuickFit technology, adapters, quick connection fittings, hoses or other aids to facilitate oil exchange. These are provided as part of the services and at no additional cost to you. By signing this agreement, you acknowledge and consent to the installation and use of such processes, methodologies, and hardware.

15. **MISCELLANEOUS.** Cummins shall be an independent contractor with respect to the Services performed under this Agreement. All notices under this Agreement shall be in writing and be delivered personally, mailed via first class certified or registered mail, or sent by a nationally recognized express courier service to the addresses set forth in the Quote. No amendment of this Agreement shall be valid unless it is writing and signed by an authorized representative of the parties hereto. Failure of either party to require performance by the other party of any provision hereof shall in no way affect the right to require such performance at any time thereafter, nor shall the waiver by a party of a breach of any of the provisions hereof constitute a waiver of any succeeding breach. Any provision of this Agreement that is invalid or unenforceable shall not affect the validity or enforceability of the remaining terms hereof. Headings or other subdivisions of this Agreement are inserted for convenience of reference and shall not limit or affect the legal construction of any provision hereof. The Parties' rights, remedies, and obligations under this Agreement which by their nature are intended to continue beyond the termination or cancellation of this Agreement, including but not limited to the Limitation of Liability provision contained herein, shall survive the expiration, termination, or cancellation of this Agreement.

16. **ON-CALL SERVICES.** Upon Customer's request, Cummins shall provide on-call services (repair, emergency work or other) on the Equipment ("On-call Services"). Any On-call Services shall be invoiced to the Customer at the Cummins current hour rate (including traveling) and shall be governed by the terms and conditions of this Agreement.

17. **PRICING.** To the extent allowed by law, actual prices invoiced to Customer may vary from the price quoted at the time of order placement, as the same will be adjusted for prices prevailing on the date Services are performed ("Performance Date") due to economic and market conditions on the Performance Date. Subject to local laws, Cummins reserves the right to adjust pricing on goods and services due to input and labor cost changes and other unforeseen circumstances beyond Cummins' control.

18. **TARIFF AND DUTY SURCHARGES.** In addition to any adjustments otherwise provided for in this Agreement, in the event of any increase in the cost of purchased materials due to the impact of any tariffs, duties, levies, or similar government charges ("Tariffs") in effect during the term of this Agreement, the parties agree that such increases shall be passed through directly to the Customer effective immediately upon Cummins' notice to the Customer of such increases. The Customer shall pay Tariff-related increases within thirty (30) days of receipt of invoice.

19. To the extent applicable, this contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability. The employee notice requirements set forth in 29 CFR Part 471, Appendix A to Subpart A, are hereby incorporated by reference into this contract.

Generator Planned Equipment Maintenance



INSPECTION

INTERVALS AVAILABLE: WEEKLY, MONTHLY, QUARTERLY, SEMI-ANNUALLY OR ANNUALLY

BATTERIES AND BATTERY CHARGER

- Visually inspect battery terminal connections
- Verify electrolyte level, vent caps of all cells in the starting battery system
- Visually inspect wiring, connections and insulation
- Record battery charging functions
- Record battery information
- Record battery condition test

FUEL SYSTEM

- Visually inspect ignition system (Natural Gas and Propane Only)
- Record primary tank fuel level
- Inspect engine fuel system for leaks
- Visually inspect all engine fuel hoses, clamps, pipes, components and fittings
- Visually inspect rupture/ containment basin
- Inspect day tank and controls (if applicable)
- Optional - fuel sample for laboratory analysis*

COOLING SYSTEM

- Record coolant level
- Visually inspect for coolant leaks
- Visually inspect drive belts condition
- Verify for proper coolant heater operation
- Record jacket water temperature
- Visually inspect fan, water pump, drives and pulleys
- Visually inspect all coolant hoses, clamps and connections
- Visually inspect radiator condition
- Visually inspect louver for damage
- Visually inspect fan hub and drive pulley for mechanical damage
- Record freeze point of antifreeze protection
- Record DCA level prior to changing coolant filter
- Optional - Coolant sample for laboratory analysis*

LUBRICATION SYSTEM

- Visually inspect engine oil leaks
- Visually inspect engine oil lines and connections
- Record oil level
- Optional - Oil sample for laboratory analysis*

GENSET CONTROLS AND ACCESSORIES

- Visually inspect all engine mounted wiring, senders and devices
- Visually inspect all control mounted components and wiring
- Verify all connecting plugs are tightened and in a good condition
- Visually inspect all accessory components and wiring
- Visually inspect and test lighting indicators

INTAKE AND EXHAUST SYSTEMS

- Visually inspect air filter and housing
- Visually inspect all engine piping and connections
- Record air cleaner restriction
- Visually inspect engine exhaust system for leaks
- Visually inspect rain cap
- Optional – Air filter replacement*
- Optional - Clean crankcase breather or replace filters*

GENERAL CONDITIONS

- Visually inspect governor linkage and oil level
- Visually inspect guards
- Visually inspect enclosure
- Visually inspect engine and generator mounts
- Verify emergency stop operation

TRANSFER SWITCH

- Visually inspect controls and time delay settings
- Verify function of exercise clock and record settings from controller
- Verify remote start control operation
- Record utility / source one voltage

AFTERTREATMENT (Upon request)

- Verify DEF level
- Record DPF restriction
- Visually inspect aftertreatment and controls

SWITCHGEAR (Upon Request)

- Inspection and Full Service quote available upon request.

FULL SERVICE

INCLUDES INSPECTION

OPERATIONAL & FUNCTIONAL REVIEW OF GENERATOR CRITICAL COMPONENTS

- Inspect engine cooling fan & fan drives for excessive wear or shaft wobble
- Check all pulleys, belt tensioners, slack adjusters & idler pulleys for travel, wear & overall condition
- Inspect / lubricate drive bearings, gear or belt drives, and other shaft connecting hardware

LUBRICATION OIL & FILTRATION SERVICE

- Change engine oil
- Change oil, fuel and water filters
- Post lube services operations of genset (unloaded) at rated temperature

* Additional Charge

Any additional repairs, parts, or service which are required will be brought to the attention of the owner. Repairs will only be made after proper authorization from the owner is given to Cummins. Any additional repairs, maintenance or service performed by Cummins or a Planned Equipment Maintenance Agreement holder will be at current Cummins labor rates.

Arc flash boundary and available incident energy shall be identified and marked on equipment being serviced or maintained.

SERVICE AGREEMENT

Last Modified: September 30, 2026

This Service Agreement (this "Agreement") is a binding contract effective as of the date on which you acknowledge your acceptance of this Agreement by clicking the "I ACCEPT" button (the "Effective Date") by and between ASPI Solutions, Inc., an Iowa corporation, doing business as Bound ("Provider"), and you ("Customer"). Provider and Customer may be referred to herein collectively as the "Parties" or individually as a "Party."

WHEREAS, Provider provides access to the Services, as defined in **Exhibit A**, to its customers; and

WHEREAS, Customer desires to access the Services, and Provider desires to provide Customer access to the Services, subject to the terms and conditions of this Agreement and any Order Form, Ticket Service Agreement, or other agreement between the Parties, which are incorporated herein by reference.

BY CLICKING THE "I ACCEPT" BUTTON OR USING THE SERVICES, CUSTOMER (A) ACKNOWLEDGES THAT CUSTOMER HAS READ AND UNDERSTANDS THIS AGREEMENT; (B) REPRESENTS AND WARRANTS THAT CUSTOMER HAS THE RIGHT, POWER, AND AUTHORITY TO ENTER INTO THIS AGREEMENT; AND (C) ACCEPTS THIS AGREEMENT AND AGREES THAT CUSTOMER IS LEGALLY BOUND BY ITS TERMS.

NOW, THEREFORE, in consideration of the mutual covenants, terms, and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Definitions.

- (a) "Access Credentials" means any username, identification number, password, license or security key, security token, PIN, or other security code, method, technology, or device, used alone or in combination, to verify an individual's identity and authorization to access and use the Services.
- (b) "Aggregated Statistics" means data and information related to Customer's use of the Services that is used by Provider in an aggregate and anonymized manner, including to compile statistical and performance information related to the provision and operation of the Services.
- (c) "Authorized User" means Customer's employees, consultants, contractors, and agents (i) who are authorized by Customer to access and use the Services under the rights granted to Customer pursuant to this Agreement and (ii) for whom access to the Services has been purchased hereunder.
- (d) "Bound" shall have the meaning set forth in **Exhibit A**.
- (e) "Confidential Information" shall have the meaning set forth in Section 6.
- (f) "Customer Data" means, other than Aggregated Statistics, information, data, and other content, in any form or medium, that is submitted, posted, or otherwise transmitted by or on behalf of Customer or an Authorized User, whether anonymized or aggregated, through the Services; this includes but is not limited to, athletic data.
- (g) "Customer Systems" shall have the meaning set forth in Section 4(b).
- (h) "Documentation" means Provider's user manuals, handbooks, and guides relating to the Services provided by Provider to Customer either electronically or in hard copy form and any end user documentation relating to the Services, if any.
- (i) "Fees" shall have the meaning set forth in Section 5(a).
- (j) "Feedback" shall have the meaning set forth in Section 7(c).
- (k) "Losses" shall have the meaning set forth in Section 9(a).
- (l) "Notice" shall have the meaning as set forth in Section 12(b).

(m) "Provider IP" means the Services, the Documentation, and any and all intellectual property provided to Customer or any Authorized User in connection with the foregoing. For the avoidance of doubt, Provider IP includes Aggregated Statistics and any information, data, or other content derived from Provider's monitoring of Customer's access to or use of the Services, but does not include Customer Data.

(n) "Services" means the service offering described in **Exhibit A**.

(o) "Service Suspension" shall have the meaning in Section 2(j).

(p) "Term" shall have the meaning set forth in Section 11(a).

(q) "Third-Party Claims" shall have the meaning set forth in Section 9(a).

(r) "Third-Party Product" means any products, services, software, applications, websites, platforms, data, hardware, integrations, or other materials that are developed, owned, or licensed by a person other than Provider and that interoperate with, are used in connection with, or are accessible through the Services, whether made available by Provider for use by Customer or obtained by Customer directly from such third party.

2. Access and Use.

(a) Subject to and conditioned on Customer's and its Authorized Users' compliance with the terms and conditions of this Agreement, Provider hereby grants to Customer a non-exclusive, non-transferable (except in compliance with Section 12(h)) right to access and use the Services during the Term, solely for use by Authorized Users in accordance with the terms and conditions herein. Provider shall provide to Customer the necessary passwords and network links or connections to allow Customer to access the Services.

(b) Documentation License. Provider hereby grants to Customer a non-exclusive, non-sublicensable, non-transferable (except in compliance with Section 12(h)) license to use the Documentation during the Term solely for Customer's athletics programming purposes in connection with its use of the Services.

(c) Mutual Trademark License. Each Party hereby grants to each other Party, who accepts, a non-exclusive, non-sublicensable, non-transferable license to use and display the trademarks listed in Exhibit B, whether or not registered, including any common law rights (the "Licensed Marks," the Parties being the "Licensor Party" and "Licensee Party," as applicable) in connection with the provision of the Services. The Licensee Party shall use the Licensed Marks in such a manner that it does not interfere with the owner's use of the Licensed Marks. The Licensee Party further understands and agrees that the Licensor Party shall retain the unrestricted right to use and authorize others to use the Licensed Marks in any way. The Licensee Party further acknowledges the high level of quality and goodwill associated with the Licensed Marks and when using the Licensed Marks shall maintain the same high level of quality in connection with the Services and its use of the Licensed Marks and the rights granted to it hereunder, and that all goodwill associated with the Licensed Marks inures to the owner of the Licensed Mark. The Parties shall also have the right to specify additional quality control standards from time to time. The Licensee Party agrees to use the Licensed Marks only in the form and manner prescribed by the Licensor Party. Except as provided herein, Licensee Party further agrees not to use any other marks in combination with the Licensed Marks without the prior approval of Licensor Party. The Licensor Party shall indemnify, defend, and hold harmless the Licensee Party and their affiliates, officers, directors, employees, agents, successors, and assigns against all Losses arising out of or in connection with any third-party claim, suit, action, or proceeding relating to (i) Licensor Party's breach of this Agreement; or (ii) infringement, dilution, or other violation of any third-party trademark rights relating to the use of any Licensed Mark by Licensee Party or any sublicensee in accordance with this Agreement.

(d) Use Restrictions. Customer shall not knowingly use the Services for any purposes beyond the scope of the access granted in this Agreement. Customer shall not at any time, directly or indirectly, and shall not permit any Authorized Users to knowingly: (i) copy, modify, or create derivative works of the Services or Documentation, in whole or in part; (ii) rent, lease, lend, sell, license, sublicense, assign, distribute, publish, transfer, or otherwise make available the Services or Documentation; (iii) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to any software component of the Services, in whole or in part; (iv) remove any proprietary notices from the Services or Documentation; or (v) use the Services or Documentation in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any person, or that violates any applicable law.

(e) Reservation of Rights. Provider reserves all rights not expressly granted to Customer in this Agreement. Except for the limited rights and licenses expressly granted under this Agreement, nothing in this Agreement grants, by implication, waiver, estoppel, or otherwise, to Customer or any third party any intellectual property rights or other right, title, or interest in or to the Provider IP.

(f) Service Management. Each Party shall, throughout the Term, maintain within its organization a service manager to serve as such Party's primary point of contact for day-to-day communications, consultation, and decision-making regarding this Agreement. Each Party shall ensure its service manager has the requisite organizational authority, skill, experience, and other qualifications to perform in such capacity.

(g) Service Uptime. Provider's products or services are provided 24 hours per day, 7 days per week. Provider shall ensure 99.9% up-time, Monday through Friday between 6:00am and 6:00pm US Central Time ("Uptime"). Where Uptime percentage averages less than 99.9% in a calendar month, Customer shall have the right to terminate the Agreement immediately upon written notice to Provider and shall be entitled to a refund of the Customer's Fees paid for the Services, as depreciated on a straight-line basis over a 12-month period commencing on the date the Customer first had access to the Services through the date of termination.

(h) Harmful Code. Using a recent version of a reputable virus-checking product (to the extent commercially available), Provider will check its software and other systems used by Provider to deliver the products or services to the Customer for any harmful code, including, without limitation, any viruses, worms, or similar harmful code, and will use commercially reasonable efforts to eliminate any such harmful code that the Provider discovers.

(i) Changes. Provider reserves the right, in its sole discretion, to make any changes to the Services that it deems necessary or useful to: (a) maintain or enhance: (i) the quality or delivery of Provider's services to its customers; (ii) the competitive strength of or market for Provider's services; or (iii) the Services' cost efficiency or performance; or (b) to comply with applicable law. If Provider intends to make any such changes to the Services that may remove material features from Provider's platform or otherwise materially impair Customer's use of Provider's platform, then Provider shall use commercially reasonable efforts to provide prior written notice to Customer of such change at least twelve (12) months prior to the implementation of such change.

(j) Suspension or Termination of Services. After providing notice to Customer and providing Customer with thirty (30) days to cure, Provider may, directly or indirectly, by any lawful means, suspend, terminate, or otherwise deny, jointly or severally, Customer's, any Authorized User's, or any other Person's access to or use of all or any part of the Services, without incurring any resulting obligation or liability, if: (a) Provider receives a judicial or other governmental demand or order, subpoena, or law enforcement request that expressly or by reasonable implication requires Provider to do so; (b) any vendor of Provider has suspended or terminated Provider's access to or use of any third-party services or products required to enable Customer to access the Services; or (c) Provider believes, in its sole discretion, that: (i) Customer or any Authorized User has failed to comply with any material term of this Agreement, or accessed or used the Services beyond the scope of the rights granted or for a purpose not authorized under this Agreement or in any manner that does not comply with any instruction or requirement of the Documentation; (ii) Customer or any Authorized User is, has been, or is likely to be involved in any fraudulent, misleading, or unlawful activities; (iii) this Agreement expires or is terminated; (iv) Customer's or any Authorized User's use of the Provider IP disrupts or poses a security risk to the Provider IP or to any other customer or vendor of Provider; or (v) there is a threat or attack on any of the Provider IP (any such suspension described in subclause (a), (b), or (c), a "Service Suspension"). Provider shall use commercially reasonable efforts to resume providing access to the Services as soon as commercially reasonable after the event giving rise to the Service Suspension under subclause (a) or (b) is cured. Notwithstanding the foregoing, Provider shall have no obligation to resume providing access to the Services for any Service Suspension resulting under subclause (c) regardless of whether it is cured; provided, however, Provider may resume providing access in Provider's sole discretion. Provider will have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that Customer or any Authorized User may incur as a result of a Service Suspension. This Section 2(j) does not limit any of Provider's other rights or remedies, whether at law, in equity, or under this Agreement. Customer shall be entitled to terminate this Agreement upon written notice to Provider in the event Services are suspended or terminated pursuant to this Section and shall be entitled to a refund of Fees previously paid but not yet incurred through the date of termination.

(k) Aggregated Statistics. Notwithstanding anything to the contrary in this Agreement, Provider may monitor Customer's use of the Services and collect and compile Aggregated Statistics. Provider agrees that it will not, directly or indirectly, de-anonymize any Aggregates Statistics. As between Provider and Customer, all right, title, and interest in Aggregated Statistics, and all intellectual property rights therein, belong to and are retained solely by Provider. Customer acknowledges that Provider may compile Aggregated Statistics based on Customer Data input into the Services. Customer agrees that Provider may (i) make Aggregated Statistics publicly available in compliance with applicable law, and (ii) use Aggregated Statistics to the extent and in the manner permitted under applicable law; provided that Provider's use of Aggregated Statistics does not identify Customer, any Authorized User, or Customer's Confidential Information.

3. Customer Responsibilities.

(a) General. During the Term, Customer shall exclusively utilize the Services for all Customer ticket and activity pass sales, online fundraising stores, and athletic and activity events, including but not limited to scheduling, scoring, and statistics. Further, Customer shall input or assist the Provider with inputting Customer Data into the Services within a reasonable time of such data being made available. Customer is responsible and liable for all uses of the Services and Documentation resulting from access provided by the Customer, directly or indirectly, whether such access or use is permitted by or in violation of this Agreement. Customer shall abide by Provider's Terms of Service, which are incorporated herein and made part of this Agreement, a current copy of which is set forth at: <https://lets.gobound.com/terms-of-service>. Without limiting the generality of the foregoing, Customer is responsible for all acts and omissions of Authorized Users. Customer shall use reasonable efforts to make all Authorized Users aware of this Agreement's provisions as applicable to such Authorized User's use of the Services, and shall cause Authorized Users to comply with such provisions.

(b) Third-Party Products. Provider may from time to time make Third-Party Products available to Customer. For purposes of this Agreement, such Third-Party Products are subject to their own terms and conditions. If Customer does not agree to abide by the applicable terms for any such Third-Party Products, then Customer should not install or use such Third-Party Products.

(c) Effect of Customer Failure or Delay. Provider is not responsible or liable for any delay or failure of performance caused in whole or in part by Customer's delay in performing, or failure to perform, any of its obligations under this Agreement.

(d) Corrective Action and Notice. If Customer becomes aware of any actual or threatened activity prohibited by this Agreement, Customer shall, and shall cause its Authorized Users to, immediately: (a) take all reasonable and lawful measures within their respective control that are necessary to stop the activity or threatened activity and to mitigate its effects (including, where applicable, by discontinuing and preventing any unauthorized access to the Services); and (b) notify Provider of any such actual or threatened activity.

(e) Customer Representations and Warranties. Customer represents and warrants that their activities and any information provided by Customer under this Agreement complies with all applicable laws, including but not limited to the Family Educational Rights and Privacy Act (FERPA), as the same may be amended. Customer further represents and warrants that: (i) it is the sole and exclusive owner of all right, title, and interest in and to the Licensed Mark(s) and (ii) Provider's exercise of the rights and license granted under this Agreement will not infringe or otherwise conflict with any third party's rights. To the extent permitted by law, the Customer shall indemnify Provider for any violation of this provision, in accordance with Section 9.

(f) Appointment of Limited Agent to Facilitate Payments. To the extent the Services include facilitating payments, Customer hereby appoints Provider as Customer's limited agent solely authorized to collect and process payments on Customer's behalf for goods and services that Customer provides and deliver such payments to Customer. Customer agrees that receipt by Provider of any such payment constitutes receipt by Customer and extinguishes the payor's obligation to make such payment to Customer even if Provider fails to remit the payment to Customer. Customer shall hold Provider out to the public as accepting payments for goods or services on Customer's behalf.

4. Data Privacy and Security.

(a) Data Privacy and Information Security. Provider will employ data privacy and information security measures in accordance with the Data Protection Addendum attached hereto as **Exhibit C** (the "DPA").

(b) Customer Control and Responsibility. Customer has and will retain sole responsibility for: (a) all Customer Data, including its content and use; (b) all information, instructions, and materials provided by or on behalf of Customer or any Authorized User in connection with the Services; (c) Customer's information technology infrastructure, including computers, software, databases, and electronic systems (including database management systems), and networks, whether operated directly by Customer or through the use of third-party services ("Customer Systems"); (d) the security and use of Customer's and its Authorized Users' Access Credentials; and (e) all access to and use of the Services and Documentation directly or indirectly by or through the Customer Systems or its or its Authorized Users' Access Credentials, with or without Customer's knowledge or consent, including all results obtained from, and all conclusions, decisions, and actions based on, such access or use.

(c) Access and Security. Customer shall employ reasonable physical, administrative, and technical controls, screening, and security procedures and other safeguards necessary to securely administer the distribution and use of all Access Credentials and protect against any unauthorized access to or use of the Services.

5. Fees and Payment.

(a) Fees. In exchange for access to the Services, Customer shall be charged the fees ("Fees") as set forth in **Exhibit A** and the applicable Order Form without offset or deduction. As Provider's consideration for providing the Services, Provider shall withhold the Fees from the total amounts received under this Agreement. In the event Customer is responsible for paying any Fees to Provider, Customer shall make all payments hereunder in US dollars on or before the due date set forth in **Exhibit A** or the applicable Order Form. If Customer fails to make any payment when due, without limiting Provider's other rights and remedies: (i) Provider may charge interest on the past due amount at the rate of 1.5% per month calculated daily and compounded monthly or, if lower, the highest rate permitted under applicable law; (ii) Customer shall reimburse Provider for all costs incurred by Provider in collecting any late payments or interest, including attorneys' fees, court costs, and collection agency fees; and (iii) if such failure continues for fifteen (15) days or more, Provider may suspend Customer's and its Authorized Users' access to any portion or all of the Services until such amounts are paid in full.

(b) Taxes. All Fees and other amounts payable by Customer under this Agreement are exclusive of taxes and similar assessments. Customer is responsible for all sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, or local governmental or regulatory authority on any amounts payable by Customer hereunder, other than any taxes imposed on Provider's income.

(c) Auditing Rights. Customer shall, at Provider's expense and reasonable prior notice, reasonably cooperate with any commercially reasonable request of Provider to audit Customer's records to verify Customer's compliance with this Agreement and the amounts due hereunder; provided, however, that nothing in this Section shall require Customer to give Provider access to its systems, non-relevant records, or proprietary information, or to share any information in violation of law.

6. Confidential Information.

(a) From time to time during the Term, either Party may disclose or make available to the other Party information about its business affairs, products, confidential intellectual property, trade secrets, third-party confidential information, and other sensitive or proprietary information, whether orally or in written, electronic, or other form or media, and whether or not marked, designated, or otherwise identified as "confidential" (collectively, "Confidential Information"). For the avoidance of doubt, the terms of this Agreement shall constitute Confidential Information for purposes of this Section 6. Confidential Information does not include information that, at the time of disclosure is: (a) in the public domain; (b) known to the receiving Party at the time of disclosure; (c) rightfully obtained by the receiving Party on a non-confidential basis from a third party; or (d) independently developed by the receiving Party. The receiving Party shall not disclose the disclosing Party's Confidential Information to any person or entity, except to the receiving Party's employees who have a need to know the Confidential Information for the receiving Party to exercise its rights or perform its obligations hereunder. Notwithstanding the foregoing, each Party may disclose Confidential Information to the limited extent required: (i) in order to comply with the order of a court or other governmental body, or as otherwise necessary to comply with applicable law, provided that the Party making the disclosure pursuant to the order shall first have given written notice to the other Party and made a reasonable effort to obtain a protective order; or (ii) to establish a Party's rights under this Agreement, including to make required court filings. On the expiration or termination of the Agreement, the receiving Party shall promptly return to the disclosing Party all copies, whether in written, electronic, or other form or media, of the disclosing Party's Confidential Information, or destroy all such copies and certify in writing to the disclosing Party that such Confidential Information has been destroyed. Each Party's obligations of non-disclosure with regard to Confidential Information are effective as of the Effective Date and will expire five (5) years from the date first disclosed to the receiving Party; provided, however, with respect to any Confidential Information that constitutes a trade secret (as determined under applicable law), such obligations of non-disclosure will survive the termination or expiration of this Agreement for as long as such Confidential Information remains subject to trade secret protection under applicable law.

(b) The Parties acknowledge that Customer is a governmental entity that is subject to the Freedom of Information Act of the state in which Customer is located ("FOIA"). Customer shall comply with the requirements of FOIA, notwithstanding anything to the contrary herein; provided, however, that Customer acknowledges that Provider has a significant interest in maintaining the confidentiality of all of its confidential and proprietary information, including any Confidential Information disclosed to Customer hereunder, and accordingly, Customer shall work in good faith and use its best efforts to preserve the confidentiality of Provider's Confidential Information to the greatest extent permitted by FOIA, recognizing that various exemptions to the disclosure requirements under FOIA may apply to such Confidential Information.

7. Intellectual Property Ownership; Feedback.

(a) Provider IP. Customer acknowledges that, as between Customer and Provider, Provider owns all right, title, and interest, including all intellectual property rights, in and to the Provider IP.

(b) Customer Data. Provider acknowledges that, as between Provider and Customer, Provider does not own any right, title, and interest, including all intellectual property rights, in and to the Customer Data. Customer hereby grants to Provider a non-exclusive, royalty-free, worldwide license to reproduce, distribute, and otherwise use and display the Customer Data and perform all acts with respect to the Customer Data as may be necessary for Provider to provide the Services to Customer, and a non-exclusive, perpetual, irrevocable, royalty-free, worldwide license to reproduce, distribute, modify, and otherwise use and display Customer Data incorporated within the Aggregated Statistics.

(c) Feedback. If Customer or any of its employees or contractors sends or transmits any communications or materials to Provider by mail, email, telephone, or otherwise, suggesting or recommending changes to the Provider IP, including without limitation, new features or functionality relating thereto, or any comments, questions, suggestions, or the like ("Feedback"), Provider is free to use such Feedback irrespective of any other obligation or limitation between the Parties governing such Feedback. Customer hereby assigns to Provider on Customer's behalf, and on behalf of its employees, contractors and/or agents, all right, title, and interest in, and Provider is free to use, without any attribution or compensation to any party, any ideas, know-how, concepts, techniques, or other intellectual property rights contained in the Feedback, for any purpose whatsoever, although Provider is not required to use any Feedback.

8. Warranty Disclaimer. THE SERVICES AND PROVIDER IP ARE PROVIDED "AS IS" AND PROVIDER HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. PROVIDER SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. WITHOUT LIMITING THE FOREGOING, PROVIDER MAKES NO WARRANTY OF ANY KIND THAT THE SERVICES OR PROVIDER IP, OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, WILL MEET CUSTOMER'S OR ANY OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM, OR OTHER SERVICES, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR FREE.

9. Indemnification; Insurance.

(a) Provider Indemnification.

- (i) Provider shall indemnify, defend, and hold harmless Customer from and against any and all losses, damages, liabilities, costs (including reasonable attorneys' fees) ("Losses") incurred by Customer resulting from any third-party claim, suit, action, or proceeding ("Third-Party Claim") that the Services, or any use of the Services in accordance with this Agreement, infringes or misappropriates such third party's US patents, copyrights, or trade secrets, provided that Customer promptly notifies Provider in writing of such Third-Party Claim, cooperates with Provider, and allows Provider sole authority to control the defense and settlement of such Third-Party Claim.
- (ii) If a Third-Party Claim is made or appears possible, Customer agrees to permit Provider, at Provider's sole discretion, to (A) modify or replace the Services, or component or part thereof, to make it non-infringing, or (B) obtain the right for Customer to continue use. If Provider determines that neither alternative is reasonably available, Provider may terminate this Agreement, in its entirety or with respect to the affected component or part, effective immediately on written notice to Customer.
- (iii) This Section 9(a) will not apply to the extent that the alleged infringement arises from: (A) use of the Services in combination with data, software, hardware, equipment, or technology not provided by Provider or authorized by Provider in writing; (B) modifications to the Services not made by Provider; (C) Customer Data, or (D) the Licensed Marks provided by Customer.

(b) Customer Indemnification. To the extent permitted by law, Customer shall indemnify, hold harmless, and, at Provider's option, defend Provider, and each of its officers, directors, employees, agents, successors, and assigns, from and against any Losses resulting from any Third-Party Claim that the Customer Data, or any use of the Customer Data in accordance with this Agreement, infringes or misappropriates such third party's US intellectual property rights and any Third-Party Claims based on Customer's or any Authorized User's (i) negligence or willful misconduct; (ii) use of the Services in a manner not authorized by this Agreement; (iii) use of the Services in combination with data, software, hardware, equipment, or technology not provided by Provider or authorized by Provider in writing; or (iv) modifications to the Services not made by Provider, provided that Customer may not settle any Third-Party Claim against Provider unless Provider consents to such settlement, and further provided that Provider will have the right, at its option, to defend itself against any such Third-Party Claim or to participate in the defense thereof by counsel of its own choice.

(c) Sole Remedy. THIS SECTION 9 SETS FORTH CUSTOMER'S SOLE REMEDIES AND PROVIDER'S SOLE LIABILITY AND OBLIGATION FOR ANY ACTUAL, THREATENED, OR ALLEGED CLAIMS THAT THE SERVICES INFRINGE, MISAPPROPRIATE, OR OTHERWISE VIOLATE ANY INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY. IN NO EVENT WILL PROVIDER'S LIABILITY UNDER THIS SECTION 9 EXCEED THE AMOUNT RECEIVED BY PROVIDER IN THE FISCAL YEAR PRIOR TO THE EVENT GIVING RISE TO THE CLAIM.

(d) Insurance. During the term of this Agreement, Provider, at its sole cost and expense, shall carry and maintain commercially reasonable insurance coverage given Provider's industry to protect Customer from Losses that may arise out of the Services, which shall at a minimum include:

- (i) Comprehensive general liability and property damage insurance, insuring against all liability of Provider related to this Agreement, with a minimum combined single limit of Two Million Dollars (\$2,000,000) per occurrence and Three Million Dollars (\$3,000,000) general aggregate;
- (ii) Professional liability / technology errors & omissions insurance with limits in the per claim amount of not less than One Million Dollars (\$1,000,000) and the annual aggregate of not less than One Million Dollars (\$1,000,000);
- (iii) Cyber liability / identity theft insurance with a combined limit of Three Million Dollars (\$3,000,000) per claim and Three Million Dollars (\$3,000,000) general aggregate;
- (iv) Workers' compensation insurance covering all costs, statutory benefits, and liabilities under state workers' compensation laws for Provider's respective employees; and
- (v) Umbrella liability insurance with a minimum combined single limit of One Million Dollars (\$1,000,000) per occurrence and One Million Dollars (\$1,000,000) general aggregate.

10. Limitations of Liability. IN NO EVENT WILL PROVIDER BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, FOR ANY: (a) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES; (b) INCREASED COSTS, DIMINUTION IN VALUE OR LOST BUSINESS, PRODUCTION, REVENUES, OR PROFITS; (c) LOSS OF GOODWILL OR REPUTATION; (d) USE, INABILITY TO USE, LOSS, INTERRUPTION, DELAY, OR RECOVERY OF ANY DATA, OR BREACH OF DATA OR SYSTEM SECURITY; OR (e) COST OF REPLACEMENT GOODS OR SERVICES, IN EACH CASE REGARDLESS OF WHETHER PROVIDER WAS ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE. IN NO EVENT WILL PROVIDER'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE EXCEED THE GREATEST OF: (A) THE AMOUNT OF FEES PAID BY CUSTOMER TO PROVIDER IN THE TWELVE (12) MONTHS PRECEDING THE FIRST EVENT GIVING RISE TO THE CLAIM; (B) \$100,000; OR (C) AMOUNTS ACTUALLY COVERED AND PAID OUT UNDER PROVIDER'S INSURANCE POLICIES.

11. Term and Termination.

(a) Term. The term of this Agreement (the "Term") commences on the Effective Date. The initial Term, unless terminated earlier pursuant to this Agreement's express provisions, will continue in effect until all outstanding Order Forms between the Parties expire or terminate.

(b) Termination. In addition to any other express termination right set forth in this Agreement:

(i) Provider may terminate this Agreement, effective on written notice to Customer, if Customer: (A) fails to pay any amount when due hereunder, and such failure continues more than ten (10) days after Provider's delivery of written notice thereof; (B) commits any act or is involved in any occurrence which, in the sole and absolute discretion of Provider, reflects unfavorably upon Provider or its Services; or (C) breaches any of its obligations under Section 2(c) or 6.

(ii) either Party may terminate this Agreement, effective on written notice to the other Party, if the other Party materially breaches this Agreement, and such breach: (A) is incapable of cure; or (B) being capable of cure, remains uncured for ten (10) days after the non-breaching Party provides the breaching Party with written notice of such breach; or

(iii) either Party may terminate this Agreement, effective immediately upon written notice to the other Party, if the other Party: (A) becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due; (B) files or has filed against it, a petition for voluntary or involuntary bankruptcy or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law; (C) makes or seeks to make a general assignment for the benefit of its creditors; or (D) applies for or has appointed a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.

(c) Effect of Expiration or Termination. Upon expiration or earlier termination of this Agreement, Customer shall immediately discontinue use of the Provider IP and, without limiting Customer's obligations under Section 6, Customer shall delete, destroy, or return all copies of the Provider IP and certify in writing to the Provider that the Provider IP has been deleted or destroyed. Upon the termination of this Agreement pursuant to Section 2(g), Customer shall be entitled to a refund of the Customer's Fees paid for the Services, as depreciated on a straight-line basis over a 12-month period commencing on the date the Customer first had access to the Services through the date of termination. Upon the termination of this Agreement pursuant to Section 2(j) or 9(a)(ii), or by Customer pursuant to Section 11(b), Provider shall refund to Customer all Fees previously paid by Customer but not yet incurred through the date of termination. Upon the expiration of this Agreement or the termination of this Agreement by Provider pursuant to Section 11(b), Customer shall not be entitled to any refund and Customer shall remain obligated to pay any Fees that may have become due before such expiration or termination.

(d) Survival. This Section 11(d) and Sections 1, 5, 6, 7, 8, 9, 10, and 12 survive any termination or expiration of this Agreement. No other provisions of this Agreement survive the expiration or earlier termination of this Agreement.

12. Miscellaneous.

(a) Entire Agreement. This Agreement, any Order Forms, and any Ticket Service Agreement and all related Exhibits and Schedules, constitute the sole and entire agreement of the Parties with respect to the subject matter of this Agreement and supersede all prior and contemporaneous understandings, agreements, and representations and warranties, both written and oral, with respect to such subject matter. In the event of any inconsistency between the statements made in the body of this Agreement, the related Exhibits, and any other documents incorporated herein by reference, the following order of precedence governs: (i) first, any Order Forms; (ii) second, this Agreement, excluding its Exhibits or Addendums; (iii) third, the Exhibits to this Agreement; and (iv) fourth, any Ticket Service Agreement. Notwithstanding the foregoing, the DPA may supersede contrary provisions of this Agreement and/or any Ticket Service Agreement solely to the extent provided in the DPA.

(b) Notices. All notices, requests, consents, claims, demands, waivers, and other communications hereunder (each, a "Notice") must be in writing and addressed to the Parties at the addresses set forth on any Order Form (or to such other address that may be designated by the Party giving Notice from time to time in accordance with this Section). All Notices must be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), facsimile, or email (with confirmation of transmission), or certified or registered mail (in each case, return receipt requested, postage pre-paid). Except as otherwise provided in this Agreement, a Notice is effective only: (i) upon receipt by the receiving Party; and (ii) if the Party giving the Notice has complied with the requirements of this Section.

(c) Force Majeure. In no event shall either Party be liable to the other Party, or be deemed to have breached this Agreement, for any failure or delay in performing its obligations under this Agreement, if and to the extent such failure or delay is caused by any circumstances beyond that Party's reasonable control, including but not limited to acts of God, flood, fire, earthquake, pandemic, explosion, war, terrorism, invasion, riot or other civil unrest, strikes, labor stoppages or slowdowns or other industrial disturbances, or passage of law or any action taken by a governmental or public authority, including imposing an embargo provided that the delayed Party: (i) gives the other Party prompt notice of such cause, and (ii) uses its reasonable commercial efforts to promptly correct such failure or delay in performance.

(d) Amendment and Modification; Waiver. No amendment to or modification of this Agreement is effective unless it is in writing and signed by an authorized representative of each Party. No waiver by any Party of any of the provisions hereof will be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in this Agreement, (i) no failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from this Agreement will operate or be construed as a waiver thereof, and (ii) no single or partial exercise of any right, remedy, power, or privilege hereunder will preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

(e) Severability. If any provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the Parties shall negotiate in good faith to modify this Agreement so as to effect their original intent as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

(f) Governing Law; Submission to Jurisdiction. This Agreement is governed by and construed in accordance with the internal laws of the state in which Customer is located without giving effect to any choice or conflict of law provision or rule that would require or permit the application of the laws of any jurisdiction other than those of the state in which Customer is located. Any legal suit, action, or proceeding arising out of or related to this Agreement or the licenses granted hereunder will be instituted in the federal courts of the United States or the courts of the state in which Customer is located in each case located in the state in which Customer is located, and each Party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding.

(g) Dispute Resolution. The Parties agree to first attempt to resolve disagreements arising under this Agreement informally and in good faith. If, after such good faith efforts to informally resolve, either Party institutes legal action in connection with any controversy arising out of this Agreement or to enforce any rights under this Agreement, the prevailing Party shall be entitled to recover from the non-prevailing Party all attorney fees, costs, expert witness fees and litigation expenses incurred by the prevailing Party, including those incurred on appeal. Each Party irrevocably waives any right it may have to a trial by jury in respect of any legal action arising out of or relating to this Agreement or the transactions contemplated hereby.

(h) Assignment. Customer may not assign any of its rights or delegate any of its obligations hereunder, in each case whether voluntarily, involuntarily, by operation of law or otherwise, without the prior written consent of Provider, which consent may be withheld, conditioned, or delayed at Provider's sole and absolute discretion. Any purported assignment or delegation in violation of this Section will be null and void. No assignment or delegation will relieve the assigning or delegating Party of any of its obligations hereunder. This Agreement is binding upon and inures to the benefit of the Parties and their respective permitted successors and assigns.

(i) Export Regulation. Customer shall comply with all applicable federal laws, regulations, and rules, and complete all required undertakings (including obtaining any necessary export license or other governmental approval), that prohibit or restrict the export or re-export of the Services or any Customer Data outside the US.

(j) US Government Rights. Each of the Documentation and the software components that constitute the Services is a "commercial product" as that term is defined at 48 C.F.R. § 2.101, consisting of "commercial computer software" and "commercial computer software documentation" as such terms are used in 48 C.F.R. § 12.212. Accordingly, if Customer is an agency of the US Government or any contractor therefor, Customer only receives those rights with respect to the Services and Documentation as are granted to all other end users, in accordance with (a) 48 C.F.R. § 227.7201 through 48 C.F.R. § 227.7204, with respect to the Department of Defense and their contractors, or (b) 48 C.F.R. § 12.212, with respect to all other US Government users and their contractors.

(k) Equitable Relief. Each Party acknowledges and agrees that a breach or threatened breach by the other Party of any of its obligations under Section 6 or Section 2(c) would cause the non-breaching Party irreparable harm for which monetary damages would not be an adequate remedy and agrees that, in the event of such breach or threatened breach, the non-breaching Party will be entitled to equitable relief, including a restraining order, an injunction, specific performance, and any other relief that may be available from any court, without any requirement to post a bond or other security, or to prove actual damages or that monetary damages are not an adequate remedy. Such remedies are not exclusive and are in addition to all other remedies that may be available at law, in equity, or otherwise.

(l) Relationship of the Parties. The relationship between the Provider and Customer is that of independent contractors. Except as set forth in Section 3(f), nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture, or other form of joint enterprise, employment, or fiduciary relationship between the Parties, and neither Party shall have authority to contract for or bind the other Party in any manner whatsoever.

(m) Joint Public Statements. To the extent that an issue with the Services becomes a matter of public concern warranting a public statement, as determined in the reasonable discretion of either Customer or Provider, Provider and Customer shall cooperate to promptly provide a public statement or press release addressing the issue and, as necessary from time to time, coordinate responses to public inquires as they arise.

(n) Counterparts. This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, email, or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

(o) Refund Policy. The Refund Policy attached hereto as **Exhibit D** is hereby incorporated by reference.

EXHIBIT A

SERVICES

Capitalized terms used but not defined in this **Exhibit A** have the meaning given to those terms in the Agreement.

A. Services and Fees.

(i) Description of Services. The Services are a platform that Provider has developed and is continuing to develop under the trade name Bound ("Bound"). Bound is a software platform that allows organizations to display and manage activity data, and it consists of several applications, including but not limited to a public website "<https://www.gobound.com/>" and public mobile applications on both iOS and Android.

(ii) Bound Director: As part of the Services, Provider shall provide an experienced employee administrator to support the use of the Services (the "BD"). The BD shall: (a) provide support of online event ticketing and online fundraising stores; (b) collaborate with Customer to promote the Services and help launch and support team online fundraising stores; and (c) work with athletic directors and coaches on the promotion of activities and seek additional revenue opportunities for Customer.

(iii) Bound Software Tools and Other Services: The Services further consist of the software tools and other Services set forth in the relevant Order Form, which will be provided in exchange for the Fees noted on the relevant Order Form payable on the timeline set forth in the relevant Order Form.

(iv) First Year Data Migration: As part of the Services, Provider shall perform the First Year Data Migration for Customer's initial operational year (Fall / Winter / Spring / Summer) on the platform. The Bound team shall collaborate with Customer to facilitate the seamless transfer of existing schedules for all interscholastic athletic teams and school activities taking place within the first year of Customer's utilization of the Services. The "First Year Data Migration" shall include: (a) importing the verified schedule information for the inaugural year directly into the Bound platform; and (b) coordinating with Customer's designated staff to confirm the accuracy and completeness of the migrated schedules within the Services.

(v) Fees: The Fees for the Services are on the relevant Order Form. If Customer fails to maintain the percentage of cashless transactions, as specified in the Order Form, or fails to enter cash transactions into the box office for each event, Bound will engage in good faith discussions with Customer to review the arrangements between the Parties for the following year. Following such discussions, Bound may deem Customer ineligible to renew on the Pro+ plan, in which case Bound may terminate the Order Form and the Customer may choose to instead renew on the Pro plan.

EXHIBIT B

LICENSED TRADEMARKS

Provider Licensed Trademarks:



Customer Licensed Trademarks:

Set forth on the relevant Order Form(s).

EXHIBIT C

DATA PROTECTION ADDENDUM

This Data Protection Addendum ("DPA") is incorporated by reference into the Service Agreement for Bound Platform Access between ASPI Solutions, Inc. d/b/a Bound ("Provider") and the Customer ("Customer") (the "Service Agreement"). It also governs and applies to all Services delivered under any Ticket Service Agreement separately executed between the same parties and is incorporated by reference into the applicable Ticket Service Agreement (the "Ticket Service Agreement"). In the event of conflicting provisions between this DPA and any agreements between the parties including the Service Agreement and any Ticket Service Agreement, the terms of this DPA shall control solely to the extent necessary to resolve the conflict.

1. Purpose and Scope. This DPA sets forth the parties' privacy and data security obligations in connection with Provider's provision of the Services, as provided in the Service Agreement where Customer Data processed may include data relating to students (including minors under the age of 18 or as otherwise provided by applicable federal or state law), families, and other end users. This DPA supplements and does not diminish the obligations already set forth in the Service Agreement and the Ticket Service Agreement.

This DPA is intended to address federal and state regulatory requirements that may apply to the parties' processing of Customer Data through the Services, including the Family Educational Rights and Privacy Act (FERPA), Children's Online Privacy Protection Act (COPPA), Illinois Student Online Personal Protection Act (SOPPA), and the California Consumer Privacy Act and its implementing regulations (CCPA), as applicable to the parties' activities and roles with respect to the Services. Nothing in this DPA limits more protective terms in the Service Agreement or Ticket Service Agreement.

2. Relationship of the Parties; Roles. For purposes of this DPA and subject to the Service descriptions in the agreements, Customer determines the purposes and means of processing Customer Data, and Provider processes Customer Data on behalf of Customer solely to deliver the Services and in accordance with Customer's instructions, this DPA, the Service Agreement, and any applicable Ticket Service Agreement. The parties acknowledge that the Service Agreement defines "Customer Data" "Provider IP" and "Aggregated Statistics". This DPA governs Provider's handling of Customer Data and any Derived Data to the extent it can reasonably identify an individual. "Derived Data" means any data, insights, output, systems, methods, processes, solutions, or information that comprises or is, whether directly or indirectly, based upon, adapted from, derived, learned, created, inferred, or generated as a result of or related to: (I) Customer's use of the Services; or (ii) any Customer Data.

To the extent Customer is an educational agency or institution subject to FERPA and shares or makes available student education records through the Services, Provider will be deemed a "school official" with a "legitimate educational interest" for receiving such records under Customer's direct control and documented instructions solely for the limited purpose of providing the Services, and not for Provider's own independent purposes. Provider shall not re-disclose such records except as permitted under this DPA, the agreements, or FERPA-authorized instructions from Customer.

3. Customer Instructions. Provider will process Customer Data only on documented instructions from Customer, including as specified in the agreements, in Customer's written configuration of the Services, in support tickets or other written directions, or as necessary to provide support and ensure the security and integrity of the Services. Provider will not retain, use, or disclose Customer Data for any purpose other than performing the Services or as required by law. Provider will immediately inform Customer if, in Provider's opinion, an instruction infringes applicable law.

4. Data Categories; Special Rules for Minors and Students. Customer Data may include, depending on Customer's use of the Services, personal identifiers and contact details (including, but not limited to, name, email address, phone number, physical address, etc.), event and ticket purchase details, order summaries, and, where configured by Customer, student identifiers (e.g., student ID) or date of birth to verify eligibility. Currently, payment card data is processed by Stripe (via Stripe Elements) and not handled by Provider. Any collection of student information beyond directory information is subject to FERPA and this DPA.

- Provider will not collect or maintain non-directory student personal information beyond what is necessary for the Services without Customer's explicit configuration or documented instruction, and will not use student or ticket purchaser personal information for targeted advertising, cross-context behavioral advertising, or profiling unrelated to performing the Services.
- Where COPPA applies, Customer will implement parental notice and consent workflows and maintain the legal basis for processing; Provider will support Customer's configured workflows and maintain related consent records only to the extent supported by the Services and as instructed by Customer.
- Where SOPPA applies, Provider will comply with requirements applicable to its role, including restrictions on selling student data, targeted advertising, profiling, and unauthorized disclosures, and will implement appropriate security measures and breach notification commitments as described herein.

- For data of California residents subject to CCPA, Provider will act as Customer's "service provider" or "contractor" and will not sell or share personal information, nor retain, use, or disclose personal information for any purpose other than to perform the Services specified in the agreements, or as otherwise permitted by CCPA.

5. Restrictions on Use; Aggregation and De-identification. Provider will not "sell," "share," or otherwise disclose Customer Data to third parties except to its Subprocessors (as defined below) engaged to perform the Services or as required by law, and then only under confidentiality and data protection obligations no less protective than those set forth herein. Provider may create Aggregated or de-identified data for statistical or analytical purposes to operate, improve, and report on the Services, provided such data cannot reasonably be used to identify or be linked to an individual or Customer and is created and maintained in accordance with this DPA and applicable law. Provider will not attempt to reidentify such data. Any public use of Customer names or marks for marketing is governed solely by the agreements' marketing provisions and any Customer instructions. Provider will not use student personal information for targeted advertising, cross context behavioral advertising, or profiling unrelated to performing the Services.

6. Security Measures. Provider will implement and maintain appropriate technical, physical, administrative, and organizational measures designed to protect Customer Data against accidental or unlawful destruction, loss, alteration, unauthorized disclosure, or access. Without limiting the foregoing, Provider will maintain security measures consistent with industry standards referenced in the agreements, including segregation of Customer environments ("siloes" box offices), encryption in transit and at rest where supported, access controls and credential management, vulnerability management, and secure development and change management.

The parties acknowledge that payment card data is processed through Stripe (Stripe Elements) and not handled by Provider, and that the Bound merchant account and box office are maintained to PCI SAQ-A status through Stripe's integration. Customer environments are siloes (separate databases per box office). These attestations do not diminish Provider's separate obligations under this DPA.

7. Security Incidents and Breach Notification. "Security Incident" means a confirmed breach or attempted breach of security leading to accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, Customer Data transmitted, stored, or otherwise processed. Provider maintains a written incident response and data breach plan and will notify Customer without undue delay, and in any event consistent with applicable law, after becoming aware of a confirmed Security Incident involving Customer Data. Provider will provide notice of any Security Incident that may affect Customer Data without undue delay. Provider will provide available information (with reasonable non-privileged updates) to assist Customer in meeting any breach notification obligations. Provider will take appropriate steps to contain, investigate, and remediate the incident, and cooperate reasonably with Customer's requests related to the incident. Provider will cooperate with Customer and Customer's agents, regulators and other Notification obligations in this DPA supplement and, where more protective, supersede breach and incident-related language in the agreements.

8. Subprocessors. Customer authorizes Provider to engage subcontractors (Subprocessors) to process Customer Data to deliver the Services. Provider will impose on Subprocessors data protection, confidentiality, and security obligations substantially similar to those set forth in this DPA and remains responsible for Subprocessors' performance and compliance with their contractual obligations. Upon Customer's request, Provider will make available a list of current Subprocessors and will provide at least ten (10) days' advance notice of any material change in Subprocessors.

9. Data Subject Requests; Education Record Rights. Provider will provide reasonable assistance, via the Services or other appropriate measures, to enable Customer to respond to requests by parents, eligible students, or other individuals to exercise rights available under applicable law (e.g., access, correction, deletion), provided that Provider will not directly respond to such requests unless required by law or authorized by Customer. For FERPA requests, Provider will support Customer in accessing and amending student education records maintained in the Services.

10. Retention, Return, and Deletion. Provider will retain Customer Data only for the duration necessary to provide the Services and fulfill its obligations under the agreements. Upon termination or expiration of the applicable agreement(s), Provider will, at Customer's election and subject to applicable law, return Customer Data to Customer in a commonly used format and shall permanently delete or destroy remaining copies within a commercially reasonable period. Notwithstanding the foregoing, if applicable law provides for more specific return or destruction requirements of Customer Data, Provider will comply with those provisions. However, Provider may retain copies in archival backups to the extent required for legal, regulatory, or audit purposes, subject to ongoing confidentiality and security obligations. Upon termination of the retention period, the Customer Data will be permanently deleted or destroyed as provided in this Section 10. Customer's rights to data upon termination under the Ticket Service Agreement are preserved and supplemented by this DPA.

11. Audits and Assessments. Upon reasonable prior notice, and no more than annually unless required by a supervisory authority or following a Security Incident, Provider will make available to Customer information reasonably necessary to demonstrate compliance with this DPA (e.g., summaries of assessments, audit reports, SOC 2 Type 2 summaries, or third-party attestations referenced in the agreements) and will cooperate with Customer's reasonable requests for additional information.

12. Compliance with Law; School Policies and Marketing Restrictions. Each party will comply with applicable laws and regulations in connection with the Services. Provider will respect Customer's policies regarding student data, ticket refunds, and advertising, including limitations on advertising content appropriate for minors and restrictions related to political content, as specified in the Ticket Service Agreement, and will not use student personal information for marketing to students or families except as permitted by law and

Customer policy. Provider will honor Customer's requests to cease or modify advertising placements that are inconsistent with such policies.

13. Government, Law Enforcement, and Third-Party Requests. If Provider receives a demand, such as warrant, subpoena or order from a governmental authority, law enforcement, or another third party to disclose Customer Data, Provider will, unless legally prohibited, promptly notify Customer and will not disclose Customer Data without Customer's consent except as required by law. Provider will seek to narrow such requests where reasonable and will limit any disclosure to the minimum amount necessary to comply.

14. International Data Transfers. If Customer permits access to the Services from outside the United States or requires processing of Customer Data outside the United States, Provider and Customer will cooperate in good faith to implement appropriate data transfer safeguards consistent with applicable law, including, but not limited to, entering into appropriate data processing agreements. Customer remains responsible for any export control compliance obligations connected to Customer Data it exports or makes available outside the United States.

15. CCPA Service Provider/Contractor Terms (California). To the extent CCPA applies, Provider certifies that it understands and will comply with the restrictions in this DPA and the agreements regarding the retention, use, and disclosure of personal information. Specifically, Provider will not: (a) sell or share (as defined under CCPA/CPRA) personal information; (b) retain, use, or disclose personal information for any purpose other than for the business purposes specified in the agreements or Customer's instructions, including retaining, using, or disclosing personal information for a commercial purpose other than providing the Services; or (c) combine or update personal information except as permitted to perform the Services, to detect, prevent, or investigate security incidents or fraudulent or illegal activity, or as otherwise permitted by law.

16. SOPPA (Illinois). Where SOPPA applies, Provider will: (a) implement and maintain reasonable security procedures and practices appropriate to the nature of the covered information; (b) delete or transfer covered information upon Customer's request at the end of the term; (c) prohibit targeted advertising to students, the sale of covered information, and profiling for non-educational purposes; (d) ensure Subprocessors are bound by written agreements with data protection obligations no less protective than those in this DPA (including SOPPA restrictions on sale/advertising/profiling); and (e) notify Customer of any data breach without unreasonable delay and within applicable statutory timelines and cooperate to meet statutory notification obligations.

17. Minnesota Educational Data. "Educational Data" means all data, as defined under Minnesota Statutes Section 13.32, that is created, received, maintained, or disseminated by Provider pursuant to or incidental to the Agreement. (a) All Educational Data created, received, maintained, or disseminated by Provider pursuant to or incidental to the Agreement is and will remain the sole property of Customer. (b) Provider will not sell, share, or disseminate Educational Data except as expressly authorized by this Addendum, the Agreement, or as required by applicable law. Provider will not use Educational Data for any commercial purpose, including but not limited to marketing or advertising to any student or parent. For purposes of this Section 17, "commercial purpose" does not include providing the specific services provided under the Agreement. Notwithstanding the foregoing, Provider may use deidentified, aggregate information that does not identify any individual student or parent for the purpose of improving, maintaining, developing, supporting, or diagnosing Provider's site, service, or operations. (c) Upon expiration or termination of the Agreement, and renewal is not reasonably expected, Provider will, within ninety (90) days, either destroy or return to Customer all Educational Data created, received, or maintained pursuant to or incidental to the Agreement, at the election of Customer. (d) Customer will have the right to inspect Provider's policies, procedures, and practices relating to the security and handling of Educational Data. Provider acknowledges that Customer is required to provide parents and students an opportunity to inspect a complete copy of the Agreement, including this Addendum, and Provider consents to such disclosure. (e) Provider agrees to cooperate with Customer in providing information reasonably necessary to enable Customer to fulfill these obligations.

18. FERPA. Provider will use education records only for legitimate educational interests to provide the Services to Customer, under Customer's direct control. Provider will not disclose education records to third parties except to authorized Subprocessors as necessary to provide the Services, or as directed by Customer consistent with FERPA. Provider will return or delete education records at Customer's direction and will implement safeguards to protect education records consistent with this DPA.

19. COPPA. Where Customer uses the Services in an online context directed to children under 13, Provider will support parental consent mechanisms configured by Customer and made available in the Services, including collection and retention of necessary consent records to the extent supported by the Services and as instructed by Customer. Provider will not condition a child's participation in an activity on more personal information than is reasonably necessary to participate in such activity as configured by Customer.

20. Confidentiality. Provider will treat Customer Data as Confidential Information under the Service Agreement and will ensure its personnel and Subprocessors are subject to confidentiality obligations consistent with this DPA. Confidentiality obligations supplement and do not limit the confidentiality provisions in the Service Agreement.

21. Changes to the Services. Provider may make changes to the Services for quality, performance, or compliance reasons as permitted in the Service Agreement; however, such changes will not materially diminish the protections afforded to Customer Data under this DPA. Provider will implement changes in a manner that maintains the confidentiality, integrity, and availability of Customer Data.

22. **Integration.** This DPA is an Addendum to the Service Agreement and is incorporated into both the Service Agreement and any applicable Ticket Service Agreement between the parties concerning Bound Services. For any conflict solely related to data privacy, data protection, or information security, this DPA will control over the agreements. Otherwise, the order of precedence in the Service Agreement applies.

23. **Term and Survival.** This DPA becomes effective on the Effective Date of the Service Agreement and remains in force for the Term of the agreements and thereafter as long as Provider maintains Customer Data. The confidentiality, security, breach notification, use restrictions, and return/deletion obligations in this DPA survive termination or expiration as long as Provider retains Customer Data.

24. **Definitions.** Capitalized terms not defined in this DPA have the meanings given in the Service Agreement or Ticket Service Agreement.

EXHIBIT D

REFUND POLICY

All transactions made through the Bound platform are subject to the refund policy of the school or entity providing the event or service.

To request a refund, please contact the school or entity where you made the purchase (e.g., event ticket, camp, registration).

TICKET SERVICE AGREEMENT

Bound Ticket Service Agreement

Last Modified: September 30, 2026

This Ticket Service Agreement (this “**Agreement**”) is a binding contract by and between you (“**Client**” or “**you**”) and ASPI Solutions, Inc., an Iowa corporation (d/b/a Bound) (“**Bound**” or “**we**”). Bound will provide a platform to allow Client to make online ticket sales to its customers (“**Customers**”).

The parties have also entered into one or more Order Forms (each, an “**Order Form**”) and a Service Agreement (the “**Service Agreement**”), which are hereby incorporated herein by reference. In the event of conflict in substance or impact between this Agreement, any Order Form, and the Service Agreement, the order of precedence is: (1) any Order Form, (2) the Service Agreement, excluding its Exhibits or Addendums, (3) the Exhibits or Addendums to the Service Agreement, including the Data Protection Addendum attached thereto (the “**DPA**”), and (4) this Agreement. Notwithstanding the foregoing, the DPA may supersede contrary provisions of the Service Agreement and/or this Agreement solely to the extent provided in the DPA.

BY CLICKING THE “I ACCEPT” BUTTON, YOU (A) ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THIS AGREEMENT; (B) REPRESENT AND WARRANT THAT YOU HAVE THE RIGHT, POWER, AND AUTHORITY TO ENTER INTO THIS AGREEMENT; AND (C) ACCEPT THIS AGREEMENT AND AGREE THAT YOU ARE LEGALLY BOUND BY ITS TERMS.

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1.0 The Basics.

- a. Client shall use Bound as your online ticketing provider for your school events via an online box office that Bound shall provide.
- b. Bound will charge to your customer the ticket face value, and the service and credit card processing fees for online transactions set forth in any Order Form (collectively, the “**Fee**”).
- c. Bound will run a report on the first business day of each month showing the prior month’s numbers. The full face value of the tickets sold for the prior month will be paid to Client by check within fifteen (15) days after the first business day of the following month (Only applicable when using Bound’s Stripe account). Bound will retain the Fee as set forth in this Agreement.
- d. Bound will provide an online ticketing platform along with cloud hosting, technical services, and support for you. Bound will also provide customer (fan) support if your Customers contact Bound directly. These support services may be subject to additional terms and conditions.
- e. You are responsible for honoring all tickets sold through the Bound platform that can be successfully scanned, have not been altered, and were paid for in full without any dispute.
- f. You are solely responsible for implementing a refund policy and any applicable event or other policies related to the ticketed event. These policies must be visible on your website and conveyed to any Customers who purchase tickets through the Bound platform. Bound does not provide refunds of any Fees. Any full refunds you choose to make to Customers will cause the Fee to be deducted from your account balance to cover the cost of said Fees. Prior to enabling the services provided under this Agreement, Client shall provide your refund policy to Bound via email so we can include the policy on your ticketing platform. You must promptly notify Bound of any changes to your refund policy and promptly provide the modified policy to Bound. Bound shall have no liability for any disputes or claims arising from Client’s failure to promptly provide Bound with the modified refund policy.
- g. Bound is not liable for taxes, event management, security, or any damage to personal devices or other hardware that may be utilized to scan tickets.
- h. Bound maintains full control of digital ticket property. However, any such digital ads shall be subject to the Client’s right to demand the immediate cessation of the use thereof, for any reason, or no reason. Bound must immediately comply with such demand. Bound shall not utilize any advertisements which involve erotic behavior or depictions, alcohol, tobacco, drugs, or gambling, or which could reasonably be deemed inappropriate for minors or violate any criminal or civil law. Bound understands that the Client is a political subdivision of the state in which the Client is located, with statutory prohibitions on spending funds to convey certain political messages and/or receiving certain political contributions, and as such, shall not place any advertisements with political content. All digital ads shall be in accordance with all local, state, and federal laws, as well as in compliance with Client Policies. In addition, digital ads shall be in compliance with Board of Directors Policy, which may provide an optional revenue share to you.
- i. Any warranties, whether express or implied, that are not specifically stated herein are hereby disclaimed.

j. Bound products or services are provided 24 hours per day, 7 days per week. Bound shall ensure 99.9% up-time, Monday through Friday between 6:00am and 6:00pm US Central Time ("**Uptime**"). Where Up-time percentage averages less than 99.9% in a calendar month, Client shall have the right to terminate the Agreement immediately upon written notice to Bound and shall be entitled to a refund of Client's fees paid for the services, as depreciated on a straight-line basis over a 12-month period commencing on the date Client first had access to the services through the date of termination.

k. Using a recent version of a reputable virus-checking product (to the extent commercially available), Bound will check its software and other systems used by Bound to deliver the products or services to Client for any harmful code, including, without limitation, any viruses, worms, or similar harmful code, and will use commercially reasonable efforts to eliminate any such harmful code that Bound discovers.

l. For the purposes of this Agreement, a "**Defect**" is defined as a failure of Bound's product or service to substantially conform to the then-current Bound User Guides materials. For as long as the Agreement is in place, Bound warrants that Bound's products or services will not contain Defects. If the products or services do not perform as warranted, Bound will use commercially reasonable efforts, consistent with industry standards, to cure the Defect in accordance with Bound's then-current support call process. Should Bound be unable to cure the Defect or provide a replacement product within five (5) business days, Client shall be entitled to a refund of its fees paid for the products or services, as depreciated on a straight-line basis over a twelve (12)-month period commencing on the date Client first has access to Bound's products or services through the date of termination.

m. Bound may use your name, website address, public social media posts, and tickets available for sale publicly by you, together with aggregate data related thereto, to promote ticket sales and for reporting and compliance purposes.

2.0 Relationship of Parties. Except as set forth in Section 3(f) of the Service Agreement, at all times under this Agreement, Bound shall be considered an independent contractor. Nothing contained herein, nor any course of action or failure to act, shall be construed to create a partnership, joint venture, common business association, or any other similar entity; nor shall any such action or failure to act be deemed to create an employer-employee or agent-servant relationship between the parties. Bound and those within its employ shall not be considered employees of the Client for any purpose whatsoever, nor shall the Client act as, or be held out by Bound to be, a "common paymaster" for the employees of Bound within the meaning of United States Treasury Regulation.

3.0 Scope of Work. Bound agrees to provide an online box office for Client and Client's departments or teams to access at any time, from any compatible, web-capable device, which will allow relevant personnel to create, manage, and monitor their event ticketing needs. System will enable Customers of Client to purchase digital tickets to listed events via Client's website or online box office. The current features of Bound's package may be altered, amended, revised, or eliminated at Bound's reasonable discretion.

4.0 Payments. Bound warrants that its online ticketing system will bill customers for ticket sales as directed by the event configuration in the online box office. Bound shall ensure that the organization receives the full value of all tickets sold for events through its online ticketing system.

5.0 Term and Termination. The term of this Agreement (the "**Term**") commences when you acknowledge your acceptance of this Agreement by clicking the "I ACCEPT" button. The initial Term will continue in effect until all outstanding Order Forms between the Parties expire or terminate. Either party may terminate this Agreement, effective upon written notice to the other party, if the other party materially breaches this Agreement, and such breach (i) is incapable of cure or (ii) being capable of cure, remains uncured for ten (10) days after the non-breaching party provides the breaching party with written notice of such breach. This Agreement shall automatically terminate if the Service Agreement terminates or expires.

6.0 Bound's Duties and Responsibilities. Bound will provide an online, cloud-based ticketing platform (software) and provide technical services and support for your team related to the box office and event ticket sales. We will also provide customer support to your Customers if your Customers were to contact Bound directly.

7.0 Client's Duties and Responsibilities. Client is responsible for the general operations of their events. Bound and Client may agree to utilize Bound's event management services to assist with hosting a successful event.

8.0 Public Relations. Client agrees that Bound may use Client's name and logo ("**Client Marks**"), website address, public social media posts, and tickets available for sale publicly by you, to promote ticket sales on the Bound platform and for marketing purposes. Bound grants a limited, non-exclusive right during the Term to Client to utilize Bound's logo and name to promote ticket sales utilizing the online box office in their marketing efforts.

9.0 Data Ownership and Protection.

9.1 Bound understands and agrees that it shall not collect or maintain any student "personally identifiable information" (PII), as that term is defined under the Family Education Rights Protection Act ("**FERPA**"), other than "directory information," as that term is defined by applicable Client policy or at Client's express direction, in performance of the services contemplated by this Agreement. The parties agree that the Data Protection Addendum to the Service Agreement ("**DPA**") governs Bound's data privacy and information security obligations and practices, and is incorporated herein by reference. In addition, Bound expressly agrees that neither it nor any person acting on Bound's behalf, including without limitation employees, agents, and subcontractors, may share or disclose PII except in fulfillment of and in performance of the obligations of this Agreement or as may be permitted or

required by FERPA. Bound understands that non-directory PII collected from students is subject to significant protections under FERPA and other applicable laws, and collection of such information would require significant additional assurances regarding the security and care of such collected data. If Bound does collect or maintain non-directory student PII, either inadvertently or otherwise, it shall notify the Client immediately, and care for the information in a manner consistent with the requirements of FERPA or other applicable law until such time as the data can be appropriately returned or disposed of, whichever may be appropriate under the circumstances.

9.2 Bound and Client jointly retain the rights to the ticket sales data in Client's box office and can use this to market to Customers or aggregate the data for statistical purposes during the term of this Agreement, subject to the terms of the DPA.

9.3 Upon termination of this Agreement, Client shall receive full rights to all data, including event, customer, and sales records, after the time of termination.

9.4 Client grants Bound limited rights to utilize aggregated and/or anonymized data for statistical purposes (including website traffic, total ticket sales and revenue, volume of participating schools and their names, and other aggregate data of similar nature) in its marketing and reporting efforts and to monitor system operations & reliability, which shall survive termination of this Agreement.

9.5 Client agrees that it is responsible for the quality and integrity of the PII and other student personal information it maintains and provides under the Service Agreement and/or this Ticket Agreement.

10.0 **Severability.** Each party shall perform hereunder in accordance with applicable laws, rules, and regulations now or hereafter in effect. If any provision of this Agreement shall be found to be illegal or unenforceable, then the remaining provisions of this Agreement shall remain in full force and effect, and such term or provision shall be deemed waived for as long as it remains illegal or unenforceable.

11.0 **Compliance and Security.** Bound platform is PCI Service Provider compliant and has also been assessed as compliant under the HECVAT (Higher Education Cloud Vendor Assessment). Customer data is safeguarded both during the transaction and at rest. Credit card data is not handled by Bound; this is handled by our integration with Stripe (called Stripe Elements) which automatically makes the Bound merchant account and box office compliant to PCI SAQ-A (Stripe provides a record of this in the Business section of the Bound Stripe account).

12.0 **Customer Data.** Customer data stored on our platform is limited to name, email, phone, order summary without payment card data, and depending on the type of event, student ID or birthday. All information is stored securely, as provided in the DPA, and each box office is "siloe" which means we maintain separate databases by box office, so data and box offices are never intermingled.

13.0 Indemnification and Limitation of Liability.

a. Bound agrees to indemnify and hold harmless Client and its affiliates and their respective directors, officers, employees and agents from and against any and all claims, damages, proceedings, costs and expenses resulting from or in connection with: (a) any breach of any representations, warranties, covenants or obligation of Bound under this Agreement; (b) any advertising by Bound that includes the Client Marks which is false, misleading or deceptive; or (c) infringement of copyrights, patents, trademarks or theft of trade secrets related to the license or use of the Bound technology by Client in accordance with this Agreement.

b. Client agrees to indemnify and hold harmless Bound and its affiliates and their respective directors, officers, employees and agents from and against any and all claims, damages, proceedings, costs and expenses resulting from or in connection with: (a) any breach of any representations, warranties, covenants or obligation of Client under this Agreement; and (b) any gross negligence or willful misconduct of Client.

c. Notwithstanding any other provision of this Agreement, (a) no party shall have any liability for, and each party hereby waives and disclaims, any and all claims and causes of action, or warranty for any indirect, incidental, punitive, special, consequential or exemplary damages arising out of or in connection with this Agreement; and (b) Bound shall not be liable to Client or any third party for any damages, in the aggregate, in excess of the greatest of: (i) the Fees paid by Client to Bound in the twelve (12) months preceding the first event giving rise to the liability; (ii) \$100,000; or (iii) amounts actually covered and paid out under Bound's insurance policies.

d. The indemnified party shall give the indemnifying party prompt written notice of any claim for which indemnification is sought. The indemnifying party shall have sole discretion over the conduct of the defense and settlement of any claims, and the indemnified party, at its own expense, may retain counsel to participate in the defense of such claims. The indemnified party shall cooperate in the defense of any claim and shall furnish or cause to be furnished such records, information and testimony, and attend such conferences, discovery proceedings, hearings, trials or appeals, as may be reasonably requested in connection therewith.

14.0 **Entire Agreement; Waiver.** This Agreement, any Order Forms, and the Service Agreement, together with any related Exhibits and Schedules, represent the entire agreement between Client and Bound. Any waivers, modifications or amendments thereto must be made in writing and signed by the duly authorized representative of both parties before they become effective. Any previous or contemporaneous oral representations, negotiations or other oral representations are expressly excluded, disclaimed, superseded and abandoned

from this Agreement unless they are contained in writing within this Agreement. Any failure to enforce any provision of this Agreement shall not be deemed a waiver of any provision of this Agreement. No term or provision hereof shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing. Any consent by any party to, or waiver of, any breach by the other, whether express or implied, shall not constitute a consent to, waiver of, or excuse for, any other different or subsequent breach.

15.0 Force Majeure. If either party is prevented from performing any of its obligations due to any cause which is beyond the non-performing party's reasonable control, including fire, explosion, flood, epidemic/pandemic or other acts of God; acts, regulations, or laws of any government; strike, lock-out or labor disturbances; or failure of public utilities or common carriers (a "**Force Majeure Event**"), such non-performing party shall not be liable for breach of this Agreement with respect to such non-performance to the extent any such non-performance is due to a Force Majeure Event, provided that the delayed party: (i) gives the other party prompt notice of such cause, and (ii) uses its reasonable commercial efforts to promptly correct such failure or delay in performance. Such non-performance will be excused for three (3) months or as long as such event shall be continuing (whichever occurs sooner), provided that the non-performing party gives immediate written notice to the other party of the Force Majeure Event.

16.0 Governing Law; Submission to Jurisdiction. This Agreement is governed by and construed in accordance with the internal laws of the state in which Client is located without giving effect to any choice or conflict of law provision or rule that would require or permit the application of the laws of any jurisdiction other than those of the state in which Client is located. Any legal suit, action, or proceeding arising out of or related to this Agreement or the licenses granted hereunder will be instituted in the federal courts of the United States or the courts of the state in which Client is located in each case located in the state in which Client is located, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding.

704.3 – Investments

School district funds in excess of current needs are invested in compliance with this policy. The goals of the school district's investment portfolio in order of priority are:

- To provide safety of the principal;
- To maintain the necessary liquidity to match expected liabilities; and
- To obtain a reasonable rate of return.

In making investments, the school district will exercise the care, skill, prudence and diligence under the circumstances then prevailing that a prudent person acting in a like capacity and familiar with such matters would use to meet the goals of the investment program.

School district funds are monies of the school district, including operating funds. "Operating funds" of the school district are funds that are reasonably expected to be used during a current budget year or within fifteen months of receipt. When investing operating funds, the investments must mature within three hundred and ninety-seven days or less. When investing funds other than operating funds, the investments must mature according to the need for the funds.

The board authorizes the treasurer to invest funds in excess of current needs in the following investments:

- Interest bearing savings, money market, and checking accounts at the school district's authorized depositories;
- Qualified investment pool, including, but not limited to, Iowa Schools Joint Investment Trust Program (ISJIT);
- Certificates of deposit and other evidences of deposit at federally insured Iowa depository institutions; and,
- Obligations of the United States government, its agencies, and instrumentalities.

It is the responsibility of the treasurer to oversee the investment portfolio in compliance with this policy and the law.

The treasurer is responsible for reporting to and reviewing with the board at its regular meetings the investment portfolio's performance, transaction activity and current investments including the percent of the investment portfolio by type of investment and by issuer and maturities. It shall also be the responsibility of the treasurer to obtain the information necessary to ensure that the investments and the outside persons doing business with the school district meet the requirements outlined in this policy.

~~It is the responsibility of the superintendent to deliver a copy of this policy to the school district's depositories, auditor and outside persons doing investment business with the school district. It will also be the responsibility of the superintendent, in conjunction with the treasurer, to develop a system of investment practices and internal controls over the investment practices. The investment practices are designed to prevent losses, to document the officers' and employees' responsibility for elements of the investment process and address the capability of the management.~~

Scope of Investment

The Investments policy of the Red Oak Community School District shall apply to all public funds of the school district, which includes operating funds, bond proceeds, and all other funds, and all investment transactions involving public funds accounted for in the financial statements of the school district. Each investment made pursuant to this policy must be authorized by applicable law and this written Investments Policy.

The investment of debt service or sinking funds shall comply not only with this Investments policy but also be consistent with any applicable bond resolution.

This policy is intended to comply with Iowa Code 12B.

Upon passage and upon future amendment, if any, copies of this policy shall be delivered to all the following:

1. The governing body or officer of the school district to which the Investments policy applies.
2. All depository institutions or fiduciaries for public funds of the school district.
3. The auditor engaged to audit any funds of the school district.

In addition, a copy of this policy shall be delivered to every fiduciary or third party assisting with or facilitating investment of school district funds.

Delegation of Authority

In accordance with Iowa Code 12B.10(1), the responsibility for conducting investment transactions resides with the Treasurer. Only the Treasurer and those authorized by resolution may invest public funds and a copy of any empowering resolution shall be attached to this policy.

All contracts or agreements with outside persons investing public funds, advising on the investment of public funds, directing the deposit or investment of public funds or acting in a fiduciary capacity for the school district shall require the outside person to notify the school district in writing, within thirty (30) days of receipt of all communication from the

Auditor of the outside person or any regulatory authority, of the existence of a material weakness in internal control structure of the outside person or regulatory orders or sanctions regarding the type of services being provided to the school district by the outside person.

The records of investment transactions made by or on behalf of the school district are public records and are the property of whether in the custody of the school district or in the custody of a fiduciary or other third party. If a fiduciary or other third party with custody of school district public investment transaction records fails to produce requested records when requested by the school district within a reasonable time, the school district shall make no new investment with or through the fiduciary or third party and shall not renew maturing investments with or through the fiduciary or third party.

The Treasurer shall establish a written system of internal controls and investment practices. The controls shall be designed to prevent losses of public funds, to document those officers and employees of the school district responsible for elements of the investment process and to address the capability of investment management. The controls shall provide for receipt and review of the audited financial statement and related reports on internal control structure of all outside persons performing any of the following for the school district:

Investing public funds.

Advising on the investment of public funds.
Directing the deposit or investment of public funds.
Acting in a fiduciary capacity for the school district.

A bank, savings and loan association or credit union providing only depository services shall not be required to provide an audited financial statement and related report on internal control structure.

The Treasurer and all employees authorized to place investments shall be covered by a surety bond or comparable employee-dishonesty, employee-theft, or crime insurance in an amount of not less than \$500,000, as determined and approved by the Board.

Objectives

The primary objectives, in order of priority, of all investment activities involving the financial assets of the school district shall be the following:

1. Safety: Safety and preservation of principal in the overall portfolio is the foremost investment objective.
2. Liquidity: Maintaining the necessary liquidity to match expected liabilities is the second investment objective.

3. Return: Obtaining a reasonable return is the third investment objective.

Prudence

The Treasurer, when investing or depositing public funds, shall exercise care, prudence and diligence under the circumstances then prevailing that a person acting in a like capacity and familiar with such matters would use to attain the investment "Objectives". This standard requires that when making investment decisions, the Treasurer shall consider the role that the investment or deposit plays within the portfolio assets of the school district and the investment objectives stated in "Objectives".

When investing school district assets for a period longer than two (2) years, the Treasurer shall request competitive investment proposals for comparable credit and term investments from a minimum of three (3) investment providers.

Instruments Eligible for Investment

School district assets may be invested in the following:

- Obligations of the United States government, its agencies and instrumentalities.
- Certificates of deposit and other evidences of deposit (i.e., savings accounts, interest-bearing checking accounts, money market accounts, etc.) at federally insured Iowa depository institutions approved and secured pursuant to Iowa Code 12C, deposited with or purchased from permitted depositories pursuant to annual School Board approval process
- Iowa Schools Joint Investment Trust ("ISJIT"), without limitation
- Insured deposits or certificates of deposits, invested pursuant to Iowa Code 12B.10(7), in an amount above any insured portion of the public funds on deposit at a federally insured Iowa depository institution approved and secured pursuant to Iowa Code 12C, deposited with or issued by approved depositories.
- An open-end management investment company registered with the Securities & Exchange Commission under the federal Investment Company Act of 1940, 15 U.S.C. Section 80(a) and operated in accordance with 17 C.F.R. Section 270.2a-7, whose portfolio investments are limited to those instruments individually authorized in this "Instruments Eligible for Investment" of this Investment Policy.

All instruments eligible for investment are further governed by all other provisions of this Investments policy, including "Investment Maturity Limitations" and "Diversification Requirements".

Prohibited Investments and Investment Practices

School district assets shall not be invested in the following:

1. Reverse repurchase agreements.
2. Futures and options contracts.

School district assets shall not be invested pursuant to the following investment practices:

1. Trading of securities for speculation or the realization of short-term trading gains.
2. Pursuant to a contract providing for the compensation of an agent or fiduciary based upon the performance of the invested assets

Investment Maturity Limitations

Operating Funds must be identified and distinguished from all other funds available for investment. Operating Funds are defined as those funds which are reasonably expected to be expended during a current budget year or within fifteen months of receipt.

1. All investments authorized in "Instruments Eligible for Investment" are further subject to the following investment maturity limitations: Operating Funds may only be invested in instruments authorized in "Instruments Eligible for Investment" of this Investments policy that mature within three hundred ninety-seven (397) days. However, if the school district has or expects to accrue in the current budget year an amount of public funds that exceeds Operating Funds by at least thirty-three percent, the school district may invest amounts exceeding thirty-three percent of Operating Funds in certificates of deposit at federally insured depository institutions approved pursuant to Iowa Code 12C which mature within sixty-three months or less provided that the school district invests an amount reasonably expected to be expended during the current budget year or within fifteen months of receipt in investments authorized in "Instruments Eligible for Investment" of this Investment Policy that mature within three hundred ninety-seven (397) days.
2. The Treasurer may invest funds that are not identified as Operating Funds in investments with maturities longer than three hundred ninety-seven days (397) days. However, all investments of the school district shall have maturities that are consistent with the school district's needs and use of funds.

Diversification

Where possible, it is the policy of the school district to diversify its investment portfolio. Assets shall be diversified to eliminate the risk of loss resulting from over concentration of assets in a specific maturity, a specific issuer, or a specific class of securities. In establishing specific diversification strategies, the following general policies and constraints shall apply:

1. Portfolio maturities shall be staggered in a way that avoids undue concentration of assets in a specific maturity sector. Maturities shall be selected which provide stability of income and reasonable liquidity.
2. Liquidity practices to ensure that the next disbursement date and payroll date are covered through maturing investments, marketable U.S. Treasury bills or cash on hand shall be used at all times.
3. Risks of market price volatility shall be controlled through maturity diversification so that aggregate price losses on instruments with maturities approaching one year shall not be greater than coupon interest and Investment Income received from the balance of the portfolio.

Safekeeping and Custody

All school district invested assets involving the use of a public funds custodial agreement, as defined in Iowa Code 12B.10C, shall comply with all rules adopted pursuant to Iowa Code 12B.10C. All custodial agreements shall be in writing and shall contain a provision that all custodial services be provided in accordance with the laws of the state of Iowa.

All school district invested assets eligible for physical delivery shall be secured by having them held at a third party custodian. All purchased investments shall be held pursuant to a written third-party custodial agreement requiring delivery versus payment and compliance with all rules set out in this Section, "Safekeeping Custody."

Reporting

The Treasurer shall monthly, submit to the Board of Directors an investment report that summarizes recent market conditions and investment strategies employed since the last investment report. The investment report shall set out the current portfolio in terms of maturity, rates of return and other features and summarize all investment transactions that have occurred during the reporting period and compare the investment results with the budgetary expectations.

Investment Policy Review and Amendment

This Investments policy shall be reviewed every three (3) years or more frequently as appropriate. Notice of amendments to the Investments policy shall be promptly given to all parties noted in the "Scope of Investment" section.

Reviewed ~~May 17, 2023~~

September 16, 2026

Revised November 26, 2018

October 21, 2026 [anticipated]

105 – Religious Expression

It is the policy of the Red Oak Community School District that constitutionally protected prayer and religious expression by students and staff will be permitted consistent with applicable law and federal religious expression standards. The district will not discriminate against or penalize students or student organizations for protected religious, political, or ideological expression and will provide equal opportunities for such expression in classroom discussions, assignments, student gatherings and clubs, and clothing or accessories. Student work will be evaluated using ordinary academic standards without discrimination based on the viewpoints expressed. The district will distribute current federal guidance, annually notify each employee of its availability, offer professional development opportunities, and annually certify compliance with this policy to the Iowa Department of Education.

The superintendent will annually distribute the most recent version of the “Guidance on Constitutionally Protected Prayer and Religious Expression” produced by the U.S. Department of Education and distributed by the Iowa Department of Education to each board member, principal, and teacher, including substitute and student teachers.

Students and staff will be permitted to engage in constitutionally protected prayer in district schools consistent with applicable statutory and case law pertaining to the First Amendment of the United States Constitution. No board policy will prevent or otherwise deny participation in constitutionally protected prayer in district schools consistent with federal law.

Religious content in student assignments will be evaluated using the same academic grading standards applied to secular work.

Religious student organizations will have the same rights, access to facilities, and institutional support as secular student clubs.

The school district will offer professional development opportunities to each employee regarding constitutionally protected prayer and religious expression in public elementary and secondary schools.

Concerns regarding this policy may be directed to the district civil rights coordinator.

Approved
Reviewed October 21, 2026
Revised

Fwd: Meal Prices

1 message

Leanne Fluckey <fluckeyl@redoakschools.org>
To: Ron Lorenz <lorenzr@redoakschools.org>

Mon, Oct 19, 2026 at 8:05 AM

Regards,

Leanne Fluckey
School Business Official/Board Secretary
Red Oak Community School District
604 S. Broadway
Red Oak, IA 51566
Ph. 712-623-6600 ext. 1003

----- Forwarded message -----
From: **Jessie Bruning** <bruningj@redoakschools.org>
Date: Tue, Oct 13, 2026 at 8:39AM
Subject: Fwd: Meal Prices
To: Leanne Fluckey <fluckeyl@redoakschools.org>

Jessie Bruning

*Administrative Assistant Central Office
Human Resources & Payroll*



----- Forwarded message -----
From: **Windmuller, Brenda** <brenda.windmuller@iowa.gov>
Date: Thu, Jun 25, 2026 at 6:49AM
Subject: Re: Meal Prices
To: Jessie Bruning <bruningj@redoakschools.org>

Jessie,
The USDA sets a minimum adult lunch price each year, but not a breakfast price. You do need to consider non-program requirements, meaning the price that you set for adult breakfast should be high enough to cover all expenses associated with preparing the meal.

Brenda

Brenda Windmuller
Education Program Consultant
Bureau of Nutrition and Health Services
Iowa Department of Education
Grimes State Office Building

400 E. 14th St
Des Moines, Iowa 50319
515-681-5752
Brenda.windmuller@iowa.gov
<https://educate.iowa.gov/pk-12/nutrition-programs>



On Wed, Jun 24, 2026 at 3:47 PM Jessie Bruning <bruningj@redoakschools.org> wrote:
Good afternoon,

I am sorry I am asking this silly question that I should know or be able to find. I am working on our board agenda and we are needing to approve the adult lunch that went up to \$5.14. Is that just for lunch or breakfast as well? Is there somewhere I can find the state minimum for all the levels for breakfast and lunch?

Thank you, Brenda. I appreciate it.

Jessie Bruning

Administrative Assistant Central Office
Human Resources & Payroll



This e-mail (including attachments) is covered by the Electronic Communication Privacy Act, 18 U.S.C. 2510-2521, and is confidential. In addition, any student related information contained in this e-mail (including attachments) is protected by the Family Educational Rights and Privacy Act of 1994. If you are not the intended recipient, you are hereby notified that any retention, dissemination, distribution or copying of this communication is strictly prohibited. Please reply to the sender that you have received this message in error, then delete it. Thank you.

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RED OAK
COMMUNITY SCHOOL DISTRICT

"Excellence for All... Whatever it Takes!"

Talented and Gifted Plan

**Parent-Student Handbook
2026-2027**

(Revised 2026)

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Gifted and Talented Educational Staff

Dr. Jane Chaillie, Principal & TAG Supervisor, Phone: 712-623-6635, Email: chailliej@redoakschools.org
 Mrs. Tera Schechinger K-12 TAG Instructor, Phone: 712-623-6635, Email: tschechinger@redoakschools.org

TAG PROGRAM MISSION, RATIONALE & BELIEFS

Mission

Red Oak Community Schools is committed to an educational program that recognizes the unique value, needs and talents of each individual student. Red Oak's Talented and Gifted (TAG) program for gifted and talented students strives to create a positive environment in which each student has the opportunity to develop higher-level critical and creative thinking skills, participate in differentiated activities and/or accelerated programs based on individual needs and interests and meets the cognitive and affective needs of gifted students. Our program strives to enhance a healthy self-concept in order to become a self-directed learner who fully appreciates and utilizes personal potential.

Rationale & Beliefs

Red Oak Community Schools believes the educational needs of the vast majority of students can be met through the core curriculum. However, specific small populations of students require supplemental curricular experiences to facilitate learning. All students deserve the opportunity to develop to their full potential; talented and gifted students deserve no less. Students whose estimated potentials differ significantly from the average have educational needs that are unlikely to be served by the regular curriculum. Investing in appropriate education for the gifted will yield returns in the long term. Ignoring the need of these students would be to condone under achievement and waste a valuable resource in our nation. It is because of these reasons the Red Oak Community School chooses to identify and provide a differentiated and/or accelerated program for students who display talented and gifted behavior.

- We believe that every gifted learner has a right to be challenged every day.
- We believe that gifted learners need opportunities to explore their passions and interests.
- We believe that gifted learners have unique social/emotional needs.
- We believe that gifted learners learn best in the company of their intellectual peers.
- We believe that there must be time in the school day for creativity.
- We believe that gifted learners require qualitatively differentiated curriculum and instruction that includes, but is not limited to, increased rigor and appropriate pace.

PERFORMANCE MEASURES AND GOALS

Performance Measures

Kindergarten: Students with gifts and talents demonstrate growth in social and emotional and psychosocial skills necessary for achievement in their domain(s) of talent and/or areas of interest.

1st Grade: Students with gifts and talents become independent investigators.

2nd Grade: Students with gifts and talents demonstrate yearly progress commensurate with ability as a result of a continuum between gifted, general, special and related professional services, including outside of school learning specialists and advocates.

3rd Grade: Students with gifts and talents demonstrate growth in social and emotional and psychosocial skills necessary for achievement in their domain(s) of talent and/or areas of interest.

4th Grade: Students with gifts and talents become independent investigators.

5th Grade: Students with gifts and talents demonstrate yearly progress commensurate with ability as a result of a continuum between gifted, general, special and related professional services, including outside of school learning specialists and advocates.

6th Grade: Students with gifts and talents demonstrate their potential or level of achievement in their domain(s) of talent and/or areas of interest.

7th Grade: Students with gifts and talents recognize their interests, strengths, and needs in cognitive, creative, social, emotional, and psychological areas.

8th Grade: Students with gifts and talents identify future career goals that match their interests and strengths. Students determine resources needed to meet those goals (e.g., supplemental educational opportunities, mentors, financial support).

9th Grade: Students with gifts and talents demonstrate their potential or level of achievement in their domain(s) of talent and/or areas of interest.

10th Grade: Students with gifts and talents identify future career goals that match their interests and strengths. Students determine resources needed to meet those goals (e.g., supplemental educational opportunities, mentors, financial support).

11th Grade: Students with gifts and talents recognize their interests, strengths, and needs in cognitive, creative, social, emotional, and psychological areas.

12th Grade: Students with gifts and talents identify future career goals that match their interests and strengths. Students determine resources needed to meet those goals (e.g., supplemental educational opportunities, mentors, financial support).

Student Learning Outcomes

Goal 1: The student will demonstrate growth in self-awareness and self-management by establishing personal goals, reflecting on progress, and applying strategies to overcome challenges.

1. The student will identify strengths, interests, and areas for growth.
2. The student will establish at least one academic or personal goal.
3. The student will monitor progress toward goals.
4. The student will reflect on successes, challenges, and next steps.
5. The student will apply strategies for managing stress, perfectionism, or challenge.

Goal 2: The student will apply critical and creative thinking skills to investigate complex questions, solve problems, and communicate solutions.

6. The student will apply critical and creative thinking skills to investigate complex questions, solve problems, and communicate solutions.

Goal 3: The student will pursue an area of strength or interest through advanced learning experiences and demonstrate growth through authentic products, performances, leadership, or service.

1. The student will identify an area of talent or passion.
2. The student will participate in advanced learning opportunities.
3. The student will create a product, presentation, performance, or service project.
4. The student will share learning with an authentic audience.
5. The student will reflect on personal growth and future goals.

Goal 4: The student will participate in activities that facilitate the cognitive, social and emotional development of the individual.

1. The student will increase knowledge in a variety of areas through specialized units, projects and competitions.
2. The student will gain social skills by working in teams.
3. The student will grow in confidence through varied presentations.

Goal 5: The student will develop critical thinking and problem-solving skills.

1. The student will learn higher order thinking skills.
2. The student will learn to reason logically using deductive methods.
3. The student will learn to infer and draw reasonable conclusions.

Goal 6: The student will develop creative and divergent thinking.

1. The student will develop flexibility in thinking and in behavior in order to adapt to different circumstances.
2. The student will learn elaboration skills in thinking and communication.
3. The student will learn to think independently and create original products.

Goal 7: The student will use his/her abilities to help others and implement changes in the community.

1. The student will participate in service projects.
2. The student will use his/her talents to plan and implement service-learning projects.
3. The student will use critical thinking and presentational skills to research, design and present a community based project.

DIFFERENTIATED PROGRAM OVERVIEWS

K-1 Tiger Talent Development Overview

K-1 Tiger Talent Development is designed to support students who demonstrate advanced learning needs, strengths, interests, and potential through a Multi-Tiered System of Supports (MTSS) framework. Through ongoing collaboration among classroom teachers, interventionists, and the TAG Coordinator, student data, observations, performance, and learning behaviors are reviewed to identify opportunities for enrichment, extension, and differentiated instruction.

The goal of K-1 Tiger Talent Development is to provide responsive learning experiences that challenge students at their level of readiness while fostering curiosity, creativity, critical thinking, and problem-solving skills. Enrichment opportunities may occur within the classroom, through flexible grouping, or in collaboration with the TAG teacher and are designed to complement grade-level instruction.

Students in Kindergarten and First Grade may participate in individual, small-group, or whole-group enrichment experiences based on identified needs and demonstrated strengths. Participation in Tiger Talent Development is intended to nurture student potential and provide advanced learning opportunities; however, participation does not guarantee future identification for TAG services.

The TAG teacher works collaboratively with classroom teachers to design and support differentiated learning experiences that enhance student growth and ensure students are appropriately challenged within the core instructional environment.

2-6 Program Overview

At the elementary level, students meet with the TAG teacher in small groups during their WIN time or otherwise scheduled time and engage in extension and enrichment activities, problem-solving and critical thinking exercises, and STEM activities.

Junior High Program Overview

Students in junior high are provided a differentiated curriculum in a variety of ways. Students have their academic needs met through independent studies, differentiation within the classroom and compacting (ie. alternate assignments), and participation in academic and intellectual enrichment activities. The TAG instructor can advise classroom instructors regarding differentiated strategies for the regular curriculum. Junior High students also attend TAG during study hall or seminar times.

High School Program Overview

Students in high school are provided a differentiated curriculum in a variety of ways. Working with the high school counselor, each student maps out a four-year plan of study during their eighth-grade year. Student academic needs are met through independent studies, flexible scheduling, and dual enrollment in college courses. High school students may enroll in post-secondary/college classes where students receive both high school and college credit. Students may “test out” of courses as arranged on an individualized basis. The TAG instructor can advise classroom instructors regarding differentiation strategies for the regular curriculum. Students also meet with the TAG teacher a minimum of once a quarter or as requested by the student.

PROGRAM EVALUATION

The TAG teacher will work with District administration to annually review the goals and curriculum of the program. The TAG teacher will work with administration and instructional staff in modifications and development of the gifted and talented program. Collaboratively, the TAG teacher with classroom teachers, assesses the services offered to determine if students' needs are being met.

In addition, an evaluation of the services offered to gifted/talented students will be done via parent and student surveys. This information is collected and studied by appropriate staff to determine if revisions need to be made in current programming.

STAFFING AND POLICIES

Staffing Provisions

The TAG teacher collaborates with classroom teachers, instructional staff, and administration to support the identification of advanced learners and the development of differentiated learning opportunities that provide appropriate challenge and enrichment. Depending on student needs, available resources, and scheduling structures, services may include consultation, coaching, classroom extensions, flexible grouping, independent studies, and periodic small-group enrichment experiences.

ROCSD BOARD OF EDUCATION POLICY

Code No. 604.3 PROGRAM FOR TALENTED AND GIFTED STUDENTS: The board recognizes some students require programming beyond the regular education program. The board will identify students with special abilities and provide education programming.

It is the responsibility of the superintendent to develop a talented and gifted program which provides for identifying students, for program evaluation, and for training of employees.

TALENTED AND GIFTED DEFINITION

Red Oak Community Schools has adopted the Iowa Code 257.44 definition of gifted and talented children. "Gifted and talented" children are those identified as possessing outstanding abilities who are capable of high performance. Gifted and talented children are children who require appropriate instruction and education services commensurate with their abilities and needs beyond those provided by the regular school program. Gifted and talented children include those children with demonstrated achievement or potential ability, or both, in any of the following areas or in combination:

1. General intellectual capability
2. Creative thinking
3. Leadership ability
4. Visual and performing arts ability
5. Specific academic aptitude

IDENTIFICATION

The Red Oak Community School District's gifted and talented program, TAG, will identify and serve students in the areas of general intellectual ability and specific academic aptitude (i.e., mathematics, reading) striving to enhance creativity and build leadership capacity in all identified students.

Teachers, parents, and peers can refer students in all grades at any time for Talented and Gifted services in the areas of general intellectual ability or specific ability aptitude. Students can also refer themselves for TAG services. Additionally, whole grade reviews of student learning data occur mid-year for grades 2 and 4.

Students are screened and identified for TAG services using the following data:

- **Kindergarten - 1st Grade:** Teachers or parents may recommend students to form a talent pool. Fast cbm reading and early math are analyzed to determine eligibility. Teachers complete Academic, Motivation, and Creativity Rating Scales (Renzulli). Identification considered through anecdotal records and rating scales. Consideration for the need for services beyond the general education setting is considered. Identification for pull-out services will be a year-by-year decision with a team consisting of an administrator, general education teacher and TAG teacher. Identification begins mid-year for services beginning 2nd semester.
- **2nd Grade:** Formal identification begins mid-year with CogAT, Renzulli, Kingore Observation Inventory, and FAST screening data
- **3rd-5th Grade:** CogAT, FAST (amath and areading), ISASP, Renzulli, Kingore Observation Inventory
- **6th-8th Grade:** CogAT, FAST (amath and areading), ISASP, Renzulli, Kingore Observation Inventory
- **9th-12th Grade:** CogAT, FAST (amath and areading), ISASP, Renzulli, Kingore Observation Inventory

The TAG teacher will communicate with each of the students' parents in the screening pool concerning placement decisions.

Students identified for TAG services in grades K-12 will be those who, at a minimum, are determined to be strong in the area of general intellectual ability. Students who are identified in the area of general intellectual ability are those who demonstrate an advanced level of proficiency in both reading and mathematics. Characteristics of a student who demonstrates general intellectual ability are the following:

- Formulates abstractions
- Processes information in complex ways
- Observant
- Excited about new ideas
- Enjoys hypothesizing
- Learns rapidly
- Uses a large vocabulary
- Inquisitive
- Self-starter
- Complex problem solving

Students identified for TAG services for specific academic abilities in grades K-12 will be those who show a definite strength in one specific academic. Students who are identified in the area of specific intellectual ability are those who demonstrate an advanced level of proficiency in either reading or mathematics. Characteristics of a student who demonstrates specific intellectual ability are the following:

- Good memorization ability
- Advanced comprehension
- Acquires basic skill knowledge quickly
- Widely read in special interest area
- High academic success in special interest area
- Pursues special interest with enthusiasm and vigor

Students who transfer into the Red Oak Community School District (ROCS D) from other districts in which they were previously identified as talented and gifted will maintain their status and receive TAG services. These students will be evaluated and/or monitored to determine the appropriateness of services. (There might be real differences between another district and ROCS D in terms of the level of rigor in the curriculum and students' prior academic performance). The building committee of principal, TAG teacher, counselor, and teacher will review screening data and determine identification. The following matrix of the process will be used to assist the team in identification:

Red Oak Talented and Gifted Identification Process

What	When						
CogAT for all students	Late Fall of 2nd and 4th, and as needed in special situations						
Building span for identification	Grades K-6, 7-12						
Areas of Identification	Verbal, Quantitative, Nonverbal as needed						
Who is responsible for identification?	A committee at each building that makes final identification decisions at the end of each school year. The identification decisions are effective for the following school year.						
Identification process by grade level	2nd (late fall): CogAT, As Needed: KIngore Observation Inventory, Renzulli, staff input 4th (late fall): CogAT, add spring 3rd grade ISASP data to identification matrix and evaluate for any changes <i>*update ISASP data in the matrix each spring after testing is completed</i>						
	<table border="1"> <tr> <td>CogAT</td><td>~66%</td></tr> <tr> <td>ISASP</td><td>~33%</td></tr> <tr> <td>Renzulli & KOI</td><td>Support of Decision</td></tr> </table> <i>Note: It is at the discretion of the identification committee to consider all factors.</i>	CogAT	~66%	ISASP	~33%	Renzulli & KOI	Support of Decision
CogAT	~66%						
ISASP	~33%						
Renzulli & KOI	Support of Decision						

English Language Learner Identification Process

Identification of gifted and talented English Language Learners Grades K-12 is based on the proposition that broadening the scope of the methods used to identify English Language Learners (ELLs) for Talented and Gifted services will improve their opportunities to achieve academically (Identifying Gifted and Talented English Language Learners, 2008, Iowa Department of Education).

It is important that the educators of GT English Language Learners are aware that they display their potential within the cultural context of learning a second language.

Characteristics of ELL Gifted Students: Most gifted children share certain characteristics. ELL populations may demonstrate these characteristics in ways different from the dominant culture and sometimes these characteristics may be perceived as negative.

Characteristic	Dominant Culture	Different Cultures
Curiosity	Raises hand to ask question. Stays on task. Expresses self well. Expects shared experiences and common understandings. Curious about how things work more than about people.	May think questioning is rude. May be frustrated by not having the language necessary to ask questions. Does not have a foundation of shared experiences. Curious about different experiences. May experience lack of understanding by teachers, peers and others. May enjoy questions with “shock value.” More curious about people than things.
Task Commitment	Sticks with a task. Confident in ability.	Stubborn. May have their own priorities. May not see relevance in school work.
Sense of Humor	Begins with shared experiences and understandings. Uses dominant language with others. Uses subtleties with language.	May have difficulty showing humor in dominant culture’s language. May be “smart alecky.” May use language destructively, use put-downs. May be a class clown. May demonstrate humor, tell jokes, in one language and not the other.
Keen Interests	Good at many things. Enjoys learning new things. Enjoys collections. Enjoys a book series.	Unable to make decisions. Makes decisions without regard for consequences. Appears random. Has trouble finding closure.
Use of Language	Expresses self well in formal register. Can elaborate well on others’ ideas. Fairly even language profile.	Very expressive in casual register. Has trouble listening and staying attentive to others. Uneven in ability to speak, listen, read, write. Makes clever, silly or inappropriate responses. Opinionated, good talker but unable to support ideas or provide substance to ideas. Tells stories, enjoys listening to stories in own language, culture. Acquires new language quickly.
Self Efficacy	Feels safe. Feels in control.	Feels unsafe, insecure. Feels like a victim.
Problem Solving	Good at solving teacher generated problems. Applies learned rules to problem solving.	Good at solving “street” problems. Creative in finding for self. May not be interested in following rules.
Asynchronous Maturity	Taken care of by adults. Often protected from adult concerns.	May be responsible for younger siblings. May act as translator and interpreter for adults. May be needed, used in adult situations.

*Information acquired from Blue Valley School District <http://bvdsd.org/policies/IGBB-R.pdf>

Characteristics of a gifted English Language Learner include, but are not limited to:

- Acquires a second language rapidly
- Shows high ability in mathematics
- Displays a mature sense of diverse cultures and languages
- Code switches easily (think in both languages)

- Demonstrates an advanced awareness of American expressions
- Translates at an advanced level (oral)
- Navigates appropriate behaviors successfully within both cultures

*Information acquired from Identifying Gifted and Talented English Language Learners, 2008, Iowa Department of Education.

Potential Barriers to Identification: English Language Learners are traditionally underrepresented in gifted education. Potential barriers may include:

- Reliance on the nomination process only (no grade level screening).
- Teachers may be less likely to recognize gifted characteristics in EL's than in children of their own culture or language.
- EL parents may be less likely to advocate for TAG identification than parents of the dominant culture.
- Characteristics of giftedness may manifest themselves differently, even negatively, in EL's.
- Teachers may think student deficits or English acquisition should be addressed before TAG identification.
- Assessment criteria may be biased against EL's.
- EL's may have less experience with abstract reasoning tasks.

When evaluating an ELL student for TAG services, the committee will look at the whole child: the cognitive, the affective, and psycho-motor/behavioral domains in relationship to their English language proficiency.

ELL students are screened and identified for TAG services using the following data:

- I-ELDA- rate of 2 or more levels in the span of one year
- CogAT
- ISASP
- Renzulli Scales
- Staff Input

An English Language Learner's score on the Iowa Assessment and CogAT should be considered in light of the student's I-ELDA score and will not be used in comparison with other TAG candidates who are native speakers.

The ELL and TAG teacher will communicate the results with the parents and seek permission for further diagnostic data collection if needed. An interpreter or literature will be provided to the parents of the ELL student in their native language to provide information concerning TAG placement and decisions.

When necessary, the TAG teacher and the ELL teacher will collect and organize additional student data to ensure a confident decision regarding student needs.

ROLE OF THE TAG TEACHER

The primary roles of the TAG teacher to support TAG students. These include:

1. Pullout enrichment with students to maximize their learning and facilitate the students' strengths and interests and meet their affective needs.
2. Consultation with educators to facilitate teacher understanding of the unique needs of gifted and talented students.
3. Collaboration with educators to assure differentiated instruction is provided in the general classroom learning environment.
4. To seek out, coordinate and/or assist with providing academic competitions for TAG students.

Individualized Instruction

- Develop and monitor Personalized Education Plans for students who are identified for TAG.
- Based on the PEP, coordinate individualized enrichment to meet the unique learning needs of the TAG student.
- Facilitate acceleration based on student performance and identified needs.

- Provide flexible scheduling/groupings for advance interests outside the curriculum.

Consultation and Collaboration with Teachers

- Help classroom teachers work confidently with high-ability students.
- Provide training in the use of differentiated instruction and learning strategies to meet the needs of the individual student.
- Help teachers incorporate problem-solving, critical thinking, leadership, and creativity opportunities into unit planning.
- Collaborate with the classroom teachers to plan and implement extensions to the curriculum and differentiated learning opportunities.
- Provide support for classroom teachers in the form of ideas and materials for students needing differentiation in the regular classroom.

PERSONAL EDUCATION PLAN (PEP)

The purpose of the Personalized Education Plan (PEP) is to provide a plan designed to meet the educational and social/emotional needs for identified gifted students. PEPs are co-created with the Talented and Gifted teacher, classroom teacher, parent/guardian(s), and student to set goals and articulate services and expectations for each school year. The written PEP is reviewed annually by the student, teacher(s), and parents. The PEP is a living document, revised as necessary, serving as a communication tool between students, teachers and parents. The following items will be included in a student's personalized education plan including review of:

- Area of identification
- Relevant data including current assessments
- Current academic performance
- Nature and extent of the gifted and talented services provided including:
 - individualized services
 - consultative services
 - modifications to curriculum and acceleration of the student's curriculum
 - other supportive services
- Accommodations in support of the students gifts and talents
- Anticipated or planned academic adjustments and accelerations
- Beginning at the 8th grade level, a high school plan for enrollment in academic courses guiding acceleration and college preparation
- Personnel responsible for the services provided

CURRICULUM COMPACTING

Curriculum compacting is a differentiation technique that allows a teacher to remove instructional materials and objectives from a course when a student has already demonstrated mastery of the material to be learned. The material is replaced with new content, enrichment opportunities, or other options. It is important to remember that students may master part of a standard but require instruction in order to master another part. Decisions regarding compacting of specific subjects are based on assessment data and other performance measures, such as a strong academic record of achievement in the subject which is vital to student success. The following data sources may be used to determine eligibility:

- Iowa Statewide Assessment of Student Progress
- FAST screening in reading and math
- Individual student performance
- End of Year Course assessments
- Student Interview
- Purdue Academic Rating Scales (HOPE Scale)
- Iowa Algebra Aptitude Test (tests housed in high school)

ACCELERATION PROCEDURES

Acceleration is an educational intervention designed to provide students who have specific areas of talent with the appropriate level of academic challenge and may occur in rare and unique circumstances. The decision regarding whole-grade acceleration must take into account several factors including academic preparedness, social-emotional maturity, and the student's motivation. Resources from the Belin-Blank Center, including the Integrated Acceleration System and the Iowa Acceleration Scale manual, may be referenced by school staff for research and best practice guidance during the decision-making process. Decisions regarding whole-grade acceleration are also based on review of academic progress, parental input, and teacher recommendation. Typically, a meeting of parents, teachers, TAG staff, and administration from the current grade level and the grade level into which advancement is being considered is held to review and discuss all factors prior to making a decision. Once a consensus is agreed upon to advance the student, the teachers, administrators, and parents will develop a new PEP plan to address the transitional process and goals to be achieved.

Academic program acceleration is based on individual student needs determined by assessment performance, academic progress, student motivation, and parental support. Often a process for course or subject acceleration includes a rating scale taking into account a variety of factors. To determine if it is the best interest of a student to modify regular grade placement and/or coursework, important considerations include three necessary components: 1) whether the choices made for a student are consistent with the Red Oak Community Schools District Mission Statement; 2) review of the ROCSD Talented and Gifted program philosophy; and 3) completion of a consistent process for making acceleration decisions.

The decision-making process will include the following:

1. Referral from teachers or parents
2. Review of academic history (standardized tests, aptitude measures, class performance)
3. Meeting specific assessment criteria
4. Meeting with parents and teachers
5. Completion of the updated PEP plan reflecting the goals of acceleration

As an example, the ROCSD uses the following scale for math acceleration.

- Algebra Aptitude Test
- ISASP Math Total – 94%ile or above (+10)
- For 9-12 other national tests (PSAT, ACT, SAT) – 94%ile or above(+10)
- Composite score of 124 or higher on the Cognitive Abilities Test (quantitative) or other testing generating IQ . (+10)
- Teacher recommendation (+5)

Student's total should score 90% of total points to recommend acceleration.

NATIONAL ASSOCIATION FOR GIFTED CHILDREN PROGRAM STANDARDS

<http://www.nagc.org/resourcespublications/resources/definitionsgiftedness>

Standard 1: Learning and Development:

Educators, recognizing the learning and developmental differences of students with gifts and talents, promote ongoing self-understanding, awareness of their needs, and cognitive and affective growth of these students in school, home, and community settings to ensure specific student outcomes.

Understanding the characteristics and needs of gifted students is vital to planning curriculum, instruction, assessment, programs, and services. The characteristics of gifted students provide the rationale for differentiation in programs. This includes grouping and services for gifted students and are translated into appropriate differentiation choices made at curricular and program levels. Such instruction should meet the cognitive and affective needs of gifted students.

Standard 2: Assessment:

Assessments provide information about identification, learning progress and outcomes, and evaluation of programming for students with gifts and talents in all domains.

Educators will establish a challenging environment and collect multiple types of assessment information so all students are able to demonstrate their gifts and talents. Differentiated instruction includes using pre and post, performance-based, product-based, and out-of-level assessments. As a result of each educator's use of ongoing assessments, students with gifts and talents demonstrate advanced and complex learning. Using these student progress data, educators then evaluate services and make adjustments to one or more of the school's programming components so that student performance is improved.

Standard 3: Curriculum Planning and Instruction:

Educators apply the theory and research-based models of curriculum and instruction related to students with gifts and talents and respond to their needs by planning, selecting, adapting, and creating culturally relevant curriculum and by using a repertoire of evidence-based instructional strategies to ensure specific student outcomes.

The information obtained from multiple types of assessments informs decisions about curriculum content, instructional strategies, and resources that will support the growth of students with gifts and talents. Educators use the ROCSD curriculum, Iowa Core, and Common Core Curriculum then differentiate and expand it. In order to meet the unique needs of students with gifts and talents, this curriculum emphasizes advanced, conceptually challenging, in-depth, distinctive, and complex content within cognitive, affective, aesthetic, social, and leadership domains. Educators possess a knowledge of evidence-based instructional strategies in delivering the curriculum to develop talent, enhance learning, and provide students with the knowledge and skills to become independent, self-aware learners, and to give students the tools to contribute to a multicultural, diverse society. The curriculum, instructional strategies, and materials and resources engage a variety of learners using culturally responsive practices.

Standard 4: Learning Environments:

Learning environments foster personal and social responsibility, multicultural competence, and interpersonal and technical communication skills for leadership in the 21st century to ensure specific student outcomes.

Educators of students with gifts and talents create safe learning environments that foster emotional wellbeing, positive social interaction, leadership for social change, and cultural understanding for success in a diverse society. Knowledge of the impact of giftedness and diversity on social-emotional development enables educators of students with gifts and talents to design environments that encourage independence, motivation, and self-efficacy. Teachers use relevant strategies and technologies to enhance oral, written, and artistic communication of learners whose needs vary based on exceptionality, language proficiency, and cultural and linguistic differences.

Standard 5: Programming:

Educators are aware of empirical evidence regarding (a) the cognitive, creative, and affective development of learners with gifts and talents, and (b) programming that meets their concomitant needs. Educators use this expertise systematically and collaboratively to develop, implement, and effectively manage comprehensive services for students with a variety of gifts and talents to ensure specific student outcomes.

Educators will develop policies and procedures to provide comprehensive and aligned services for gifted students, and use a variety of programming include individualized, consultative and collaborative services to enhance students' performance in cognitive and affective areas. This includes such examples as access to a variety of learning resources such as technology-infused learning, community internships, acceleration through SWICC, and/or individual projects based on student interests and areas of giftedness.

Standard 6: Professional Development:

All educators (administrators, teachers, counselors, and other instructional support staff) build their knowledge and skills using the NAGCCEC Teacher Standards for Gifted and Talented Education and the National Staff Development Standards. They formally assess professional development needs related to the standards, develop and monitor plans, systematically engage in training to meet the identified needs, and demonstrate mastery of standard. They access resources to provide for release time, funding for continuing education, and substitute support. These practices are judged through the assessment of relevant student outcomes.

The Red Oak Community School District professional development plan is intended to provide teachers and administrators with the knowledge, skills, and strategies that will help them provide talented and gifted students with the academic and affective support they need to experience an appropriate level of challenge and learning each day. Professional development is provided in multiple ways. Some professional development is provided during traditional professional development time to all teaching staff in a building or across the district. Some professional development is provided via e-mails and newsletters. Talented and Gifted staff and other teachers across the district are provided opportunities to attend workshops geared toward the teaching of the talented and gifted student.

TAG Program: Individual Student Personal Education Plan (PEP)

Student:	Grade/Year:
Parent/Guardian:	
Identified Area:	
Teacher/Program:	

Most Recent (3 Year) Assessments

Year/ Grade	Assessment	Reading	Math	Science	Other

Student Strengths:

Student Needs:

Academic Interests:

Date	Accommodation Plan	Person(s) Responsible

Additional Comments/Notes:

The following agree to and support the above accommodation plan for the _____ school year.

TAG Teacher:	Date:
Coordinating Teacher:	Date:
Student:	Date:
Parent/Guardian(s)	Date:

To:	Project:	From:
RED OAK COMMUNITY SCHOOLS	Red Oak CSD -Dishwasher	TriMark Hockenbergs
Roger Vannausdle	Inman Elementary	Jesse Samaniego
Red Oak Community School District	900 Inman Drive	14063 Cornhusker Rd
604 South Broadway	Red Oak, IA 51566	Omaha, NE 68138
Red Oak, IA 51566		402-339-8900
712.623.6600 (Contact)		5154915151 (Contact)

Prices may not reflect applicable tariffs, duties, import fees, taxes, or other governmental charges. TriMark reserves the right to correct or adjust quoted prices at any time due to tariffs, market fluctuations, supply chain disruptions, third-party supplier cost changes, general contractor delays, or any other factors outside of TriMark's control. TriMark will use commercially reasonable efforts to hold pricing for seven calendar days from the date of the quote; however, all pricing remains subject to correction or adjustment as set forth above, including during the seven-day hold period.

Item	Qty	Description	Sell	Sell Total
1	1 ea	DISHWASHER, CONVEYOR TYPE	\$61,631.12	\$61,631.12
		Hobart Model No. CL64-BAS+BUILDDUP Conveyor Dishwasher, (2) tank, (342) racks/hour, .33 gallon/rack, Complete Delime with Booster Guard, Touch Screen Controls with diagnostics, troubleshooting, and SmartConnect App, capless wash arms, NSF Pot & Pan mode, pumped rinse, insulated hinged doors, cULus, NSF, Factory Startup - Free for installations within 100 miles (accessible by public roadway) of a Hobart Service Office during normal business hours with appropriate notice; Installation beyond 100 miles or those not accessible by public roadway will be quoted by Service.		
	1 ea	Oversized units with crated shipping dimensions greater or equal to 72" in length and/or 90" in height. If delivery is to a facility without a standard height dock, additional shipping charges will apply depending on the service requested. consult Factory.		
	1 ea	Standard warranty - 1-Year parts, labor & travel time during normal working hours within the USA		
	1 ea	CL64BAS-ELEOCD 480v/60/3-ph Single point connection standard (field convertible to dual point)		
	1 ea	CL64BAS-HGTHTS Higher than Standard 24"H x22"W opening, fits large oval trays, tall drink dispensers	\$2,372.48	\$2,372.48
	1 ea	CL64BAS-HTE15K Electric tank heat 15kW	\$6,754.37	\$6,754.37
	1 ea	CL64BAS-ERH24K With 24 kW Booster (default)		
	1 ea	CL64BAS-DIROLR Left to right operation		

Item	Qty	Description	Sell	Sell Total
	1 ea	CL-BDR0NO Without Blower Dryer		
	1 ea	NOTE: For water of 3-grains of hardness or more, Hobart suggests adding a water softener.		
	1 ea	DWT-CL Drain water tempering kit for CL models	\$1,785.14	\$1,785.14
	1 ea	Installation of DWT kit only (NET)	\$663.00	\$663.00
	2 ea	EXTHD/E-ADJ E-series extended hood (adjustable)	\$1,352.67	\$2,705.34
	1 ea	CL64EN-BASFETSTD Standard feet		
ITEM TOTAL:				\$75,911.45
4	1 ea	CLEN-VL STANDARD EQUIPMENT INSTALLATION, REMOVAL & DISPOSAL QUOTATION Hobart Sales & Service Statement of Work: Hobart will remove and dispose of old dishwasher. Hobart will set new dishwasher in place and reconnect HVAC vents, water supply and drain. Electrical upgrade is the schools responsibility. School will need to contact their chemical company to reconnect the chemical dispensers. Hobart will do a start up after installation is complete. Hobart Office Responsibility to include: • Additional 6-months of warranty • Installations completed during normal business hours. Monday – Friday; 8:00am – 5:00pm • Receive, deliver, and set new equipment in final location o It is the responsibility of the local Hobart office to receive the shipment, check for concealed freight damage (within 5 days) • New equipment must match the location's current specifications: electrical, plumbing drains • Disassembly, removal, and disposal of existing equipment to include disconnecting all utilities (water, drains, gas, electrical, duct work) • Remove Heat Pump from skid and make ready to set on new CLeN-VL unit • Affix Heat Pump to CLeN-VL and perform all internal connections of electrical and refrigeration lines from the heat pump to the Redi lock connections on the CLeN-VL • Set new CLeN-VL in place and level • Final hook-ups (within 5 feet) to all existing utilities o Utilities must meet new equipment specifications • Removal of packaging materials and rubbish • Perform Start Up of equipment • Basic operator training to be completed on day of installation to include basic training on operation, safety, cleaning, and light maintenance of the equipment. Hobart Foodservice Sales Rep Responsibility:	\$7,949.00	\$7,949.00

Item	Qty	Description	Sell	Sell Total
		• Initial instruction in the operation, use and care of the equipment after start-up has been completed. - Not Included with Standard Installation: *Services Offered at additional cost: • Shipping carrier hub holding fee (if job is delayed) • Removal of other equipment to make entry • Structural removal or replacement to make entry (walls, doors, counters, display cases, sinks, ceiling obstructions and grid placement, etc.) • New isolation valves, pressure regulators, gas hoses, other misc. parts • Utility Upgrades, cold or hot water connections, electrical, floor drains • Hood- Pantleg duct removal • Forklift rental • Union or prevailing wage labor • Standby for store opening • Permits to include, but not limited to, required engineered building drawings. • Extended travel beyond 100-mile radius of the installing office *Unless quoted above in statement of work		
			ITEM TOTAL:	\$7,949.00
			Subtotal	\$83,860.45
			Total	\$83,860.45

Standard Contract Terms & Conditions

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The prices shown in this quotation DO/DO NOT include freight charges which will be added to our invoice. This quotation does not include any fees for local permits or licenses that may be required by your municipality or state.

The prices shown in this quotation DO/DO NOT include applicable taxes, which will be added to our invoice unless a valid certificate of exemption is provided by you. Please be advised that, under state law, some items may still be taxable. In states where TriMark Hockenbergs is not registered to collect Sales Tax, it is the buyer's responsibility to pay any applicable Use Tax due to the state.

Payment terms are 50% due at time of order, 45% due prior to delivery and 5% due based on customer terms. We impose a surcharge on credit cards that is not greater than our cost of acceptance. Please be advised that a 1.5% per month FINANCE CHARGE will begin to accrue upon expiration of the above payment terms. This will amount to 18% annually.

In the event that the delivery date is delayed by you, or any party other than TriMark Hockenbergs, for more than two (2) weeks from the agreed upon date, you hereby agree that TriMark Hockenbergs will bill you for "stored materials". You also agree that any payments originally due "upon delivery" will become immediately due and payable. For valuable consideration, receipt of which is hereby acknowledged, you hereby grant to TriMark Hockenbergs a security interest in the equipment described herein and any and all additions and accessories thereto, to secure payment of the total debt and any and all other obligations to TriMark Hockenbergs under this agreement. The security interest created hereby shall terminate when obligations have been paid in full.

You hereby authorize TriMark Hockenbergs to file any UCC financing statement that it deems necessary to perfect its security interest.

On capital purchases, we require a perfected security interest in the goods until they have been paid for in full. TriMark Hockenbergs will handle all of the necessary U.C.C. filings and pay for any costs associated with these filings. Upon failure of you to promptly pay or perform any of the obligations or any covenants contained or referred to herein, TriMark Hockenbergs may, at its option, declare all of the obligations immediately due and payable and then shall have all of the remedies of a secured party under the Uniform Commercial Code of the state where the equipment is located. Such remedies shall include, but are not limited to, the right to take possession of the equipment. Expenses related to repossessing, holding, repairing, or reselling the equipment, including any collection costs, reasonable attorney's fees and legal expenses, shall be the responsibility of the buyer.

No warranty of merchantability or fitness for a particular purpose, or other warranty, express, implied or statutory, nor any affirmation of fact or promise is made by Seller with respect to the goods which are sold pursuant hereto.

This Quote shall be subject to TriMark's Terms of Sale <https://www.trimarkusa.com/SiteMedia/SiteResources/Terms/TriMark-Terms-and-Conditions-of-Sale.pdf>, which are incorporated herein by reference and shall govern. The parties specifically agree that no signature shall be required in order for this Quote or its applicable terms and conditions to be deemed legally binding and enforceable on Customer where the intent to be so bound can be inferred (including by acceptance or retention of products or services), notwithstanding contrary requirements under any law.

Any tax or similar fees shown in this Quote are an estimate only.

Acceptance _____ Date _____

Print Name _____

Company Name _____



1600 N BROADWAY
Red Oak, IA 51566
(712) 623-9614
dovel2022@Hotmail.com

Estimate

ESTIMATE#	1066920272
DATE	10/14/2026
PO#	

CUSTOMER
RED OAK COMMUNITY SCHOOL DISTRICT ADMIN OFFICE 604 South Broadway Street Red Oak IA 51566 (712) 623-6600

SERVICE LOCATION
RED OAK COMMUNITY SCHOOL DISTRICT ADMIN OFFICE 604 South Broadway Street Red Oak IA 51566 (712) 623-6600

DESCRIPTION	INMAN SCHOOL DISHWASHER SPECIAL ORDERS 50% DOWN PAYMENT LEAD TIME AND INVENTORY LEVELS SUBJECT TO CHANGE
-------------	--

Estimate

Description	Qty	Rate	Total
HOBART DISHWASHER CL64-BAS+BUILDUP CONVEYOR 480V/60/3PH	1.00	84,380.70	84,380.70

CUSTOMER MESSAGE

Estimate Total: \$84,380.70



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application

from **\$729/month**
[Click to start](#)
Checking options will not impact
your credit score



REFRIGERATION

1600 N BROADWAY
Red Oak, IA 51566
(712) 623-9614
dovel2022@Hotmail.com

Estimate

ESTIMATE#	1099646074
DATE	10/14/2026
PO#	

CUSTOMER
RED OAK COMMUNITY SCHOOL DISTRICT ADMIN OFFICE 604 South Broadway Street Red Oak IA 51566 (712) 623-6600

SERVICE LOCATION
RED OAK COMMUNITY SCHOOL DISTRICT ADMIN OFFICE 604 South Broadway Street Red Oak IA 51566 (712) 623-6600

DESCRIPTION	DISHWASHER INSTALLATION
-------------	-------------------------

Estimate			
Description	Qty	Rate	Total
Installation LABOR	1.00	8,948.98	8,948.98

CUSTOMER MESSAGE

Estimate Total: \$8,948.98



Scan this
QR code to
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financing
application

from **\$110/month**
[Click to start](#)
Checking options will not impact
your credit score

Project:

Inman Elementary School -
 Updated 10/7/26
 900 Inman Drive
 Red Oak, IA 51566

From:

Churchich Restaurant Equipment
 Terry Csipkes
 4520 S. 79th Street
 Omaha, NE 68127
 402-331-2157
 4023312157 (Contact)

Job Reference Number: 7269

Item	Qty	Description	Sell	Sell Total
1	1 ea	DISHWASHER, CONVEYOR TYPE  CMA Dishmachines Model No. EST-66 Energy Mizer® Dishwasher, conveyor type, 66"W x 25-1/8"D x 56-1/2"H, left-to-right operation, low temp chemical sanitizing or high temp sanitizing, dual tank design, (4) stage wash process (2-wash/power heated rinse/final rinse), (249) racks/hour, 19" dish clearance, electric tank heat, auto start/stop, auto fill, automatic water control system, power rinse heater system, automatic soil purging system, stainless steel scrap accumulator, chemical resistant industrial heaters, table limit switch & rack save clutch system, removable curtains, stainless steel construction, includes (1) open & (1) peg rack, 1 HP wash motor, 1/3 HP rinse motor, 1/8 HP conveyor motor, UL, cULus, ETL-Sanitation	\$21,342.00	\$21,342.00
	1 ea	13986.00 66" Extended height (6" taller - 25" dish clearance height in lieu of standard 19" height)	\$5,135.00	\$5,135.00
	1 ea	Extended Machine: 480v/60/3-ph, 29.0 amps, standard	\$972.00	\$972.00
	1 ea	Left-to-right operation		
	1 ea	E-TEMP E-Temp™ Booster Heater, cULus (top mounted factory installed)	\$2,247.00	\$2,247.00
	1 ea	70 degree rise (F), double element		
	1 ea	Booster: 480v/60/3-ph, 18.0kW, 22.0 amps	\$972.00	\$972.00
	1 ea	Single Drain Connection Kit	\$163.04	\$163.04
	1 ea	Drain Water Tempering Kit – fits EST44/EST66 Conveyors	\$381.43	\$381.43
	1 ea	Vent Hood, with 4" x 16" vent & damper control (set of 2)	\$406.60	\$406.60
	1 ea	Exhaust Fan Time Cycle Control Kit	\$244.04	\$244.04
	1 ea	This quote is for the conveyor dishmachine only. It includes the machine being drop shipped to Inman Elementary School where the school and its people would be responsible to use a forklift to		

Churchich Restaurant Equipment

10/07/2026

Item	Qty	Description	Sell	Sell Total
		receive the machine from the truck. The school and its people would then be responsible to uncrate the new unit, remove the old unit, move the new unit into place, hook up the new unit, and replace the clean table.		
		Churchich is not including any more than the cost of the machine in this quote.		
			ITEM TOTAL:	\$31,863.11
			Subtotal	\$31,863.11
			Total	\$31,863.11

Prices Good Until: 11/06/2026

Acceptance: _____ Date: _____

Printed Name: _____

Project Grand Total: \$31,863.11

6.2.4 Discussion/Approval of Purchasing Two Commercial Gas Double Deck Convection Ovens (\$31,142.40)

We recommend purchasing two Southbend PCG140S/T double convection ovens from Dovel Refrigeration—one for Inman Elementary and one for the Jr.–Sr. High School—for **\$31,142.40, including installation**. The Southbend’s cooking capabilities and programmable controls support consistent meal preparation within our limited serving schedule. Although SFE prefers combi ovens for their versatility and ability to retain food moisture, the quoted option costs substantially more and requires additional electrical, water, drainage, and maintenance provisions.

Dovel is a local vendor with a proven record of reliable, responsive service and an extensive spare-parts inventory. Its installed price is \$365.44 higher than TriMark’s comparable Southbend quote, based on the itemized figures below. We believe dependable local support, anticipated savings in service and travel charges, and reduced downtime justify this modest premium.

<u>Vendor</u>	<u>Equipment</u>	<u>Installed Cost Per Unit</u>	<u>Total for Two</u>
Dovel	Southbend PCG140S/T	\$15,571.20	\$31,142.40
TriMark	Southbend PCG140S/T	\$15,388.48	\$30,776.96
TriMark	Vulcan VC44GD	\$12,799.73	\$25,599.46
TriMark	CHEF-102 G combi oven	\$29,022.47	\$58,044.94
Buller Fixture Co.	Southbend PCG140S/TD w/ casters	\$24,675.00	\$49,350.00

To:	Project:	From:
RED OAK COMMUNITY SCHOOLS	Red Oak CSD - Convection Oven	TriMark Hockenbergs
Roger Vannausdle	Southbend	Jesse Samaniego
Red Oak Community School District	604 South Broadway Street	14063 Cornhusker Rd
604 South Broadway	Red Oak, IA 51566	Omaha, NE 68138
Red Oak, IA 51566		402-339-8900
712.623.6600 (Contact)		5154915151 (Contact)

Prices may not reflect applicable tariffs, duties, import fees, taxes, or other governmental charges. TriMark reserves the right to correct or adjust quoted prices at any time due to tariffs, market fluctuations, supply chain disruptions, third-party supplier cost changes, general contractor delays, or any other factors outside of TriMark's control. TriMark will use commercially reasonable efforts to hold pricing for seven calendar days from the date of the quote; however, all pricing remains subject to correction or adjustment as set forth above, including during the seven-day hold period.

Item	Qty	Description	Sell	Sell Total
1	1 ea	CONVECTION OVEN, GAS	\$13,324.77	\$13,324.77
		Southbend (Middleby) Model No. PCG140S/TD		
		Platinum Double Convection Oven, Gas 70,000 BTU's each, Standard Depth, Touch Controls, Dependent Doors		
		1 ea Domestic Shipping, inside of North America		
		1 ea Extended Warranty, not to exceed 60 months from date of installation (for K-12 schools only)		
		1 ea Natural Gas		
		1 ea Standard power system		
		1 ea Voltage to be specified		
		1 ea 6" Casters in lieu of legs	\$463.71	\$463.71
		1 kt T&S Brass HG-4D-48K Safe-T-Link Gas Connector Kit, 3/4" connection, 48" hose, stainless steel braiding with extruded coating, (1) Quick-Disconnect, (1) street "EL", ball valve, restraining cable adjustable for 3'to 5', 180,000 BTU / hr minium flow capacity	\$100.00	\$100.00
			ITEM TOTAL:	\$13,888.48
1	1 ea	INSTALLATION ESTIMATE	\$1,500.00	\$1,500.00
		Install		

Item	Qty	Description	Sell	Sell Total
		Custom Full Installation Estimate For Convection Oven		
		Delivery, installation, set in place, removal of old equipment, and start up.		
			ITEM TOTAL:	\$1,500.00
1	1 ea	SERVICES: INSTALLATION / TRAINING SERVICES	\$500.00	<Alternate>
		TriMark Delivery, set in place, removal of old equipment. Disconnection and final connections by others.		
		Does not include delivery over stairs.		
			ITEM TOTAL: <Alternate>	\$500.00
			Subtotal	\$15,388.48
			Total	\$15,388.48

Standard Contract Terms & Conditions

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To:	Project:	From:
RED OAK COMMUNITY SCHOOLS	Red Oak CSD - Convection Oven	TriMark Hockenbergs
Roger Vannausdle	Vulcan	Jesse Samaniego
Red Oak Community School District	604 South Broadway	14063 Cornhusker Rd
604 South Broadway	Red Oak	Omaha, NE 68138
Red Oak, IA 51566		402-339-8900
712.623.6600 (Contact)		5154915151 (Contact)

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Item	Qty	Description	Sell	Sell Total
1 Alt	1 ea	CONVECTION OVEN, GAS Vulcan Model No. VC44GD Convection Oven, gas, double-deck, standard depth, solid state controls, electronic spark igniters, 60 minute timer, (5) nickel plated racks per oven, stainless steel front, top, sides & 8"H legs, stainless steel doors with windows, (2) 50,000 BTU, NSF, CSA Star, CSA Flame, ENERGY STAR®	\$11,052.36	\$11,052.36
	1 ea	1 year limited parts & labor warranty, standard		
	1 ea	K-12 School Nutrition extended warranty extends the warranty for 12 months beyond the 12 month Original Equipment Warranty, not to exceed 24 months from date of installation		
	1 ea	Natural gas (specify elevation if over 2,000 ft.)		
	1 ea	(2) 120v/60/1-ph, 15.4 amps total, (2) cords with plugs, standard		
	1 ea	Gas manifold piping included with stacking kit to provide single point gas connection		
	1 st	Casters, set of (4) in lieu of standard legs	\$147.37	\$147.37
	1 kt	T&S Brass HG-4D-48K Safe-T-Link Gas Connector Kit, 3/4" connection, 48" hose, stainless steel braiding with extruded coating, (1) Quick-Disconnect, (1) street "EL", ball valve, restraining cable adjustable for 3'to 5', 180,000 BTU / hr minium flow capacity	\$100.00	\$100.00
ITEM TOTAL:				\$11,299.73
1	1 ea	INSTALLATION ESTIMATE	\$1,500.00	\$1,500.00

Item	Qty	Description	Sell	Sell Total
Install				
		Custom Full Installation Estimate For Convection Oven		
		Delivery, installation, set in place, removal of old equipment, and start up.		
			ITEM TOTAL:	\$1,500.00
1	1 ea	SERVICES: INSTALLATION / TRAINING SERVICES	\$500.00	<Alternate>
		TriMark Delivery, set in place, removal of old equipment. Disconnection and final connections by others.		
		Does not include delivery over stairs.		
			ITEM TOTAL: <Alternate>	\$500.00
			Subtotal	\$12,799.73
			Total	\$12,799.73

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Quote

10/08/2026

BULLER FIXTURE COMPANY

To:
Red Oak Schools
Roger
2011 N 8th Street
Red Oak, IA 51566
712-623-6610 (Contact)

Project:
Red Oak Schools

From:
Buller Fixture Company
Dan Chappell
Distribution- Equipment Sales
Specialist
6828 "L" Street
Omaha, NE 68117-1025
D/L phone # 531-389-2905
dan.chappell@bullerfixture.com

Job Reference Number: 6700

Pricing: Valid for 30 days.

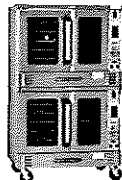
Freight Cost: Not included unless noted below. If applicable, will be added to the final invoice.

Sales Tax: Not included. If applicable, will be added to the final invoice.

Uncrating & Installation: Not included.

*****ALL FREIGHT MUST BE COMPLETELY UNWRAPPED AND CHECKED FOR DAMAGE BEFORE SIGNING BILL OF LADING- THERE IS NO RECOURSE FOR DAMAGED EQUIPMENT ONCE SIGNED**

Thank you for the opportunity!

Item	Qty	Description	Sell	Sell Total
1	2 ea	CONVECTION OVEN, GAS Southbend (Middleby) Model No. PCG140S/TD Platinum Double Convection Oven, Gas 70,000 BTU's each, Standard Depth, Touch Controls, Dependent Doors	\$17,570.00	\$35,140.00
	2 ea	SMART START PACKAGE White glove delivery service with install and removal of existing equipment included (NET)	\$6,490.00	\$12,980.00

Item	Qty	Description	Sell	Sell Total
	2 ea	Domestic Shipping, inside of North America		
	2 ea	Standard (1) year limited parts and labor warranty (reference warranty document for details)		
	2 ea	Specify Gas Type		
	2 ea	Standard power system		
	2 ea	Voltage to be specified		
	2 ea	6" Casters in lieu of legs	\$615.00	\$1,230.00
			ITEM TOTAL:	\$49,350.00
			Total	\$49,350.00

IMPORTANT NOTE ON PRICE:

This quote is good for 30 days.

TARRIF NOTICE: Quoted prices will remain valid for 30 days. However, in the event of unforeseen cost escalations due to tariffs, force majeure, or other extraordinary circumstances, pricing may be adjusted accordingly. All prices will be reviewed at the time of order to confirm accuracy and maintain full transparency.

This agreement is with Cash-Wa Distributing of Kearney Inc., dba Buller Fixture Co.

All payments must be made to Buller Fixture Company

6828 L St, Omaha, NE 68117 (402)-592-2601

-or-

This agreement is with Cash-Wa Distributing of Kearney Inc., dba Sunflower Restaurant Supply.

All payments must be made to Sunflower Restaurant Supply

1647 Sunflower Road, Salina, KS 67401

Standard Terms:**Equipment Purchases**

- **With account (Application required, terms may be different than CWD)**
 - Stock product ACH Next Day or 14 days
 - Special order product 50% down payment (when over \$10,000)
 - Custom product 100% down payment
- **Quick account**
 - All product Cash or credit card (2.5% CC Processing Fee)
 - Financing available 24-48-hour approval, credit score requirements

Design Jobs

- **With account (Application required, terms may be different than CWD)**
 - Stock & Special order 50% Down, remainder upon project delivery
 - Custom product 100% down payment before product is ordered
 - Financing available 24-48-hour approval, credit score requirements
- **Quick account**
 - All product Cash or credit card (2.5% CC Processing Fee)
 - Financing available 24-48-hour approval, credit score requirement

Buller Fixture will file a UCC1 form with the appropriate state for equipment over \$10,000.00

Direct Ship Items: Please note it is the responsibility of the customer to file all freight claims directly with the freight company. Buller Fixture Co. is not financially responsible for direct ship freight damage. Buller Fixture cannot legally file any direct shipment claims with the freight companies on direct shipments. Please check all items thoroughly at time of delivery and address any issues with the carrier at the time of delivery. We strongly suggest that on direct shipments that boxes are opened and inspected thoroughly at time of delivery before transporter leaves the job site as concealed damage also needs to be reported directly to shipper. All freight carriers operate within a defined timeframe for reporting concealed damage. If damage is not reported within this window, the carrier assumes no liability, and Buller Fixture cannot be held responsible.

_____ If this is a Proposal for an Exhaust System, the customer must meet all NFPA 96 Exhaust Hood Codes &/or Local & State Codes approved by Local Fire Marshall. If all Codes are not met Buller Fixture Co. cannot and will not install any of the food service equipment that is to be located under this exhaust system.

_____ All material is guaranteed to be specified and the above work to be performed in accordance with the drawings and specifications submitted for the above work. Any changes to drawings or specifications not communicated to Buller Fixture Co. will be at the customer's expense.

_____ Any alterations or deviation from above specifications involving extra costs will be executed upon written orders and will become an extra charge over and above the estimate. All agreements are contingent upon strikes, accidents or delays beyond our control. Owners to carry fire, tornado, and other necessary insurance upon above work.

ACCEPTANCE OF PROPOSAL- the above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined. Remainder payment due within terms upon delivery.

Company: _____
Date: _____
Name: _____
Position: _____
Signature: _____
Buller Fixture Sales Signature: _____

FINANCING OPTIONS

Lease Genie - Omaha NE

Buller Fixture Company & Lease Genie

David Craig

402-715-5100

david@leasegenie.com

7305 Main St. Suite 3, Ralston, NE 68127

Lease Genie is an independent third-party entity and operates entirely separate from Buller Fixture. There is no agency, partnership, joint venture, or other affiliation between the two parties

APPROVE FINANCING COMPANY

bullerfixturecompany.approvepayments.com

Ryan Coon

Account Executive II

(984) 297 8346



1600 N BROADWAY
Red Oak, IA 51566
+17126239614
dovel2022@hotmail.com

Lowest Qualifying Bid-- \$31,142.45
(\$15,571.20 each)

Estimate

ESTIMATE#

1098981501

DATE

10/06/2026

PO#

CUSTOMER

RED OAK COMMUNITY SCHOOL DISTRICT ADMIN OFFICE
604 South Broadway Street
Red Oak IA 51566
(712) 623-6600

SERVICE LOCATION

RED OAK COMMUNITY SCHOOL DISTRICT ADMIN OFFICE
604 South Broadway Street
Red Oak IA 51566
(712) 623-6600

DESCRIPTION

HIGHSCHOOL DOUBLE OVEN

Estimate

Description

PCG 140S / T

Qty

Rate

Total

SOUTHBEND DOUBLE OVEN INSTALLED NEW GAS LINE W/CASTERS

1.00

15,571.20

15,571.20

CUSTOMER MESSAGE

Estimate Total:

\$15,571.20

Financing now available

Pay for your project over time

From
\$182/month

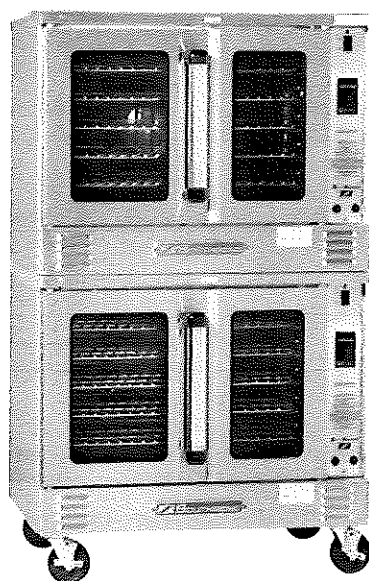
Get Started

Checking options will not impact your credit score

SAME UNIT AT INMAN & HIGH SCHOOL



CONVECTION OVEN PLATINUM SERIES STANDARD, GAS, DOUBLE DECK



PCG100S/T shown with optional casters

STANDARD

- ☐ PCG100S/S
- ☐ PCG140S/S
- ☐ PCG180S/S

TOUCHSCREEN

- ☐ PCG100S/T
- ☒ PCG140S/T
- ☐ PCG180S/T

Standard Features

- Patented, high efficiency, non-clog Inshot burners
- 50,000 BTU, 70,000 BTU OR 90,000 BTU (NAT or LP) per deck
- Double deck convection oven is 66.8" in height
- Standard or digital Touchscreen Controls with manual, recipe, or rack modes.
- Patented "plug-in, plug-out" control panel - easy to service
- Slide out control panel for full view servicing
- Stainless Steel front, sides and top
- Dependent glass doors (Full 180° opening)
- Energy saving high efficiency glass windows
- Heat keeping dual door seal system
- Coved, fastener-free, porcelain interior
- Stay cool heavy duty door handle
- Soft Air, two speed, 1/2 hp, fan motor
- 11-position rack guides and 5 plated oven racks
- Electronic ignition
- Forced cool down fan mode
- Interior oven lights
- (1) year limited parts and labor warranty (reference <http://www.southbendnc.com/service.html> for limited warranty details)

Available Controls

SC-Standard Controls

140°F to 500°F solid state thermostat and 60 minute mechanical cook timer.

TC-Touchscreen Controls

150°F to 550°F temperature controller with 140°F to 200°F "Hold" thermostat. Digital display shows time and temperature. A fan cycle timer pulses the fan. Recipes can be created and used in oven group 'Rack' mode to cook multiple items at once on different timers.

OPTIONS & ACCESSORIES AT ADDITIONAL COST

- | | | |
|--|--|--|
| ☐ List the voltage, frequency, and amps required (see utility information).
____ VAC, ____ Phase, ____ Hz. | ☐ Stainless steel exterior bottom | ☐ 3/4" quick disconnect with flexible hose (specify length: 3ft, 4ft, or 5ft) |
| ☐ Stainless steel oven interior | ☐ Stainless steel dirt tray | ☐ 2" air insulation panel (stainless steel only) |
| ☐ Casters 4" or 6 " | ☐ Marine edge top | ☐ Stainless steel solid doors |
| ☐ Independent doors. | ☐ Export crating | ☐ Stainless steel rear jacket |
| | ☐ Down draft diverter for direct flue | |

STANDARD CONSTRUCTION SPECIFICATIONS

Exterior Finish: Stainless steel front, sides, top and rear jacket.

Doors: Dependent doors with windows. Low emission glass, stainless steel construction, heavy-duty welded steel frame and 5/8" diameter full-length hinge pin.

Oven Interior: Porcelain enamel finish, coved, fastener free.

Rack and Rack Guides: Heavy-duty removable wire rack guides spaced on 1-5/8" centers offer 11 different rack positions. 5 wire racks provided with each oven.

Blower Fan and Motor: 1/2hp, 2-speed motor, 1710/1120 r.p.m

Oven Heating: Oven heating is regulated by an adjustable solid state thermostat control. Jet Stream style burners direct flame towards rear of combustion chamber. Combustion products are drawn into oven interior and recirculated prior to venting.

Electronic Ignition: Hot surface ignitor with flame safety device.

Control Panel: Located on front, at right side of oven, away from heat zone. Slide out panel extends over 17" for easy servicing.

Interior Lights: Two 40 watt high temperature recessed lamps located within the oven cavity.

Legs: 6" stainless steel legs standard.



Approval Notes: _____

Bold
word

DISHWASHER INSTALLED \$83,860.45
1-DOUBLE COMBI-OVEN \$77,471.83



Quote

10/09/2026

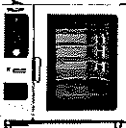
To:	Project:	From:
RED OAK COMMUNITY SCHOOLS	Red Oak CSD -Dishwasher and Combi	TriMark Hockenbergs
Roger Vannausdle	Inman Elementary	Jesse Samaniego
Red Oak Community School District	900 Inman Drive	14063 Cornhusker Rd
604 South Broadway	Red Oak, IA 51566	Omaha, NE 68138
Red Oak, IA 51566		402-339-8900
712.623.6600 (Contact)		5154915151 (Contact)

Prices may not reflect applicable tariffs, duties, import fees, taxes, or other governmental charges. TriMark reserves the right to correct or adjust quoted prices at any time due to tariffs, market fluctuations, supply chain disruptions, third-party supplier cost changes, general contractor delays, or any other factors outside of TriMark's control. TriMark will use commercially reasonable efforts to hold pricing for seven calendar days from the date of the quote; however, all pricing remains subject to correction or adjustment as set forth above, including during the seven-day hold period.

1

		ITEM TOTAL:	\$75,911.45
2	1 ea COMBI OVEN, GAS	\$23,568.17	\$23,568.17
	Vulcan Model No. CHEF-102G Chef'sCombi 102G, Gas 10-level full-size (GN 2/1) capacity (10) 18" x 26" full-size sheet or (20) 12" x 20" steam pan. All-In-one multifunctional cooking equipment with customizable CombiOS interface, CombiClimateControl, AutoClimate, CombiGuide, MenuMix, & CombiCare. Advanced technologies for premium cooking results with powerful heating, humidity sensor-controlled climate regulation, high-performance dehumidification, controlled even heat distribution and humidifying function. Multi-point food probe, (5) wire racks, retractable sprayer, Ethernet & WiFi enabled, steam generator combi oven, 143,310 BTU, IPX5, cULus, NSF		
	1 ea CHEFSCOMBI WARRANTY 2 years limited parts & labor warranty, standard		
	1 ea CHEFSCOMBI NOTE NOTE: Water is a customer supplied utility just like Gas & Electric to the equipment. Proper Water Filtration based on customer water quality is essential to meet the equipment water spec requirements. Verify type of filtration needed based on performing a cold water analysis from the customer site. A suitable Water Treatment System & regular filter replacements coupled with routine cleaning/deliming is required.		
	1 ea CHEFSCOMBI NOTE 2 NOTE 2: End-User Information (REQUIRED) End-user contact information is required at the time of order to support communication for the Chef'sCombi equipment. This includes the end-user's contact name, email address, business name, and location. Collecting this information enables direct communication for important software updates, maintenance reminders (such as chemical reordering and filter replacements), and access to new features,		

Item	Qty	Description	Sell	Sell Total
		accessories, and best practices. This process helps ensure optimal equipment performance, reduces downtime, and enhances the overall customer ownership experience.		
1 ea		CHEF-VCC Chef Assistance Program, a Vulcan Certified Chef conducts 4 hours/location specialized application training with personnel, no charge		
1 ea		INSTALL-CP-COMBI Certified Plus Installation of first unit on stand or countertop: Hobart Service Installation includes delivery, set in place, and all connections of unit. Pricing is based on one unit being installed in a location within 100 miles round trip of Hobart Service branch location. Additional charges may apply for locations greater than 100 miles round trip. Removal and disposal of existing unit is a separate charge and must be selected as an additional price. Vulcan water filtration system is recommended to be installed with the Vulcan combi oven. (Non-Discountable NET Pricing)	\$2,439.00	\$2,439.00
1 ea		COMBICERTPLUS-SITESURVEY Pre installation site survey will be completed at no additional cost when Certified Plus installation is purchased. Pre installation site survey will be completed for up to two units at the same location on the same day. Site survey to be completed within a minimum of two weeks of equipment installation. Survey is for a single-trip and within 100 miles round trip of a Hobart Service branch location. Additional charges greater than 100 miles round trip may apply. (Non-Discountable NET Pricing)		
1 ea		INSTALL-STARTUP Unit commissioned to assure operational start up by trained technician		
1 ea		CHEF-102G-120 (VICS102G-81) 120v/60/1-ph, 0.6kW, 5.8 amps		
1 ea		CHEF-STAND102 Stainless steel short 27" stand with (6) shelving levels for full size Chef'sCombi ovens 62 or 102 (see spec sheet for machine height on stand)	\$1,330.04	\$1,330.04
1 cs		CHEF-CL-BUNDLE Cleaning Bundle, Includes: (2) Cleaner Tab Buckets (100 each) for use inside the oven as part of the CombiCare Quick, light, medium & strong cleaning cycles, (1) Care Stick Bucket (100) for use in the front descaling box as part of the CombiCare descaling cycle (Non-Discountable NET Pricing)	\$190.14	\$190.14
1 ea		SMF600-SYSTEM SCALEBLOCKER™ Water Treatment, field installed by others at jobsite	\$1,191.91	\$1,191.91
1 ea		HOSEWTR 3/4BBV Flex stainless steel water hose 72", 3/4" female GHT (2 per unit recommended for gas & electric, 1 per unit for direct steam)	\$215.51	\$215.51
1 ea		CHEF-DC Chef'sCombi Drain Connection kit. Includes four elbows 45° and two straight 30° quick connect 1 1/2" drain tubing	\$87.70	\$87.70
1 ea		VRACK-102 (5) Standard Grab-and-Go Racks for 102 sized Vulcan Combi, for use with 18" x 26" full sheet pans		
ITEM TOTAL:				\$29,022.47

3	1 ea	COMBI OVEN, GAS		\$23,568.17	\$23,568.17
					
		Vulcan Model No. CHEF-102G			
		Chef'sCombi 102G, Gas 10-level full-size (GN 2/1) capacity (10) 18" x 26" full-size sheet or (20) 12" x 20" steam pan. All-in-one multifunctional cooking equipment with customizable CombiOS interface, CombiClimateControl, AutoClimate, CombiGuide, MenuMix, & CombiCare. Advanced technologies for premium cooking results with powerful heating, humidity sensor-controlled climate regulation, high-performance dehumidification, controlled even heat distribution and humidifying function. Multi-point food probe, (5) wire racks, retractable sprayer, Ethernet & WiFi enabled, steam generator combi oven, 143,310 BTU, IPX5, cULus, NSF			
	1 ea	CHEFSCOMBI WARRANTY 2 years limited parts & labor warranty, standard			
	1 ea	CHEFSCOMBI NOTE NOTE: Water is a customer supplied utility just like Gas & Electric to the equipment. Proper Water Filtration based on customer water quality is essential to meet the equipment water spec requirements. Verify type of filtration needed based on performing a cold water analysis from the customer site. A suitable Water Treatment System & regular filter replacements coupled with routine cleaning/deliming is required.			
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	1 ea	CHEF-VCC Chef Assistance Program, a Vulcan Certified Chef conducts 4 hours/location specialized application training with personnel, no charge			
	1 ea	INSTALL-CP-COMBIDUO Certified Plus Installation of first combi duo unit (Stacked): Hobart Service Installation includes delivery, set in place, and all connections of unit. Pricing is based on one unit being installed in a location within 100 miles round trip of Hobart Service branch location. Additional charges may apply for locations greater than 100 miles round trip. Removal and disposal of existing unit is a separate charge and must be selected as an additional price. Vulcan water filtration system is recommended to be installed with the Vulcan combi oven. (Non-Discountable NET Pricing)	\$3,143.60	\$3,143.60	
	1 ea	COMBICERTPLUS-SITESURVEY Pre installation site survey will be completed at no additional cost when Certified Plus installation is purchased. Pre installation site survey will be completed for up to two units at the same location on the same day. Site survey to be completed within a minimum of two weeks of equipment installation. Survey is for a single-trip and within 100 miles round trip of a Hobart Service branch location. Additional charges greater than 100 miles round trip may apply. (Non-Discountable NET Pricing)			
	1 ea	INSTALL-STARTUP Unit commissioned to assure operational start up by trained technician			
	1 ea	CHEF-102G-120 (VICS102G-81) 120v/60/1-ph, 0.6kW, 5.8 amps			
	1 ea	CHEF-STACK2G Stacking connection kit, gas, full, with standard right hinges (62 or 102 gas models) - Must choose a stacking support frame to complete kit.	\$1,368.30	\$1,368.30	
	1 ea	CHEF-6NLEG2 Stacked Support Frame 6" (recommended) for full size 62/62 or 62/102	\$610.93	\$610.93	
	1 cs	CHEF-CL-BUNDLE Cleaning Bundle, Includes: (2) Cleaner Tab Buckets (100 each) for use inside the oven as part of the CombiCare Quick, light, medium & strong cleaning cycles, (1) Care Stick Bucket (100) for use in the front descaling box as part of the CombiCare descaling cycle (Non-Discountable NET Pricing)	\$190.14	\$190.14	
	1 ea	SMF620 SYSTEM SCALEBLOCKER™ Water Treatment, field installed by others at job site	\$1,537.94	\$1,537.94	
	1 ea	HOSEWTR 3/4BBV Flex stainless steel water hose 72", 3/4" female GHT (2 per unit recommended for gas & electric, 1 per unit for direct steam)	\$215.51	\$215.51	

Item	Qty	Description	Sell	Sell Total
	1 ea	CHEF-DC Chef'sCombi Drain Connection Kit. Includes four elbows 45° and two straight 30° quick connect 1 1/2" drain tubing	\$87.70	\$87.70
	1 ea	VRACK-102 (5) Standard Grab-and-Go Racks for 102 sized Vulcan Combi, for use with 18" x 26" full sheet pans		
	1 ea	CHEF-62G Chef'sCombi 62G, Gas 6-level full-size (GN 2/1) capacity (6) 18" x 26" full-size sheet or (12) 12" x 20" steam pan. All-in-one multifunctional cooking equipment with customizable CombiOS interface, CombiClimateControl, AutoClimate, CombiGuide, MenuMix, & CombiCare. Advanced technologies for premium cooking results with powerful heating, humidity sensor-controlled climate regulation, high-performance dehumidification, controlled even heat distribution and humidifying function. Multi-point food probe, (3) wire racks, retractable sprayer, Ethernet & WiFi enabled, steam generator combi oven, 112,601 BTU, IPX5, cULus, NSF	\$17,727.07	\$17,727.07
	1 ea	CHEFSCOMBI WARRANTY 2 years limited parts & labor warranty, standard		
	1 ea	CHEFSCOMBI NOTE NOTE: Water is a customer supplied utility just like Gas & Electric to the equipment. Proper Water Filtration based on customer water quality is essential to meet the equipment water spec requirements. Verify type of filtration needed based on performing a cold water analysis from the customer site. A suitable Water Treatment System & regular filter replacements coupled with routine cleaning/deliming is required.		
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	1 ea	CHEF-VCC Chef Assistance Program, a Vulcan Certified Chef conducts 4 hours/location specialized application training with personnel, no charge		
	1 ea	Must specify voltage		
	1 ea	VRACK-62 (3) Standard Grab-and-Go Racks for 62 sized Vulcan Combi, for use with 18" x 26" full sheet pans		

Subtotal	\$161,332.28
Total	\$161,332.28

Standard Contract Terms & Conditions

All quotations are subject to approval by the company. The above listed prices shall be firm for 7 days. Prices shown in this quotation are for specific items, quantities, and lead times indicated.

Prices are subject to change if all of the items are not ordered, if quantities ordered differ, or if adequate lead-time is not allowed.

The prices shown in this quotation DO/DO NOT include freight charges which will be added to our invoice. This quotation does not include any fees for local permits or licenses that may be required by your municipality or state.

The prices shown in this quotation DO/DO NOT include applicable taxes, which will be added to our invoice unless a valid certificate of exemption is provided by you. Please be advised that, under state law, some items may still be taxable. In states where TriMark Hockenbergs is not registered to collect Sales Tax, it is the buyer's responsibility to pay any applicable Use Tax due to the state.

Payment terms are 50% due at time of order, 45% due prior to delivery and 5% due based on customer terms. We impose a surcharge on credit cards that is not greater than our cost of acceptance. Please be advised that a 1.5% per month FINANCE CHARGE will begin to accrue upon expiration of the above payment terms. This will amount to 18% annually.

In the event that the delivery date is delayed by you, or any party other than TriMark Hockenbergs, for more than two (2) weeks from the agreed upon date, you hereby agree that TriMark Hockenbergs will bill you for "stored materials".

You also agree that any payments originally due "upon delivery" will become immediately due and payable. For valuable consideration, receipt of which is hereby acknowledged, you hereby grant to TriMark Hockenbergs a security interest in the equipment described herein and any and all additions and accessories thereto, to secure payment of the total debt and any and all other obligations to TriMark Hockenbergs under this agreement. The security interest created hereby shall terminate when obligations have been paid in full.

You hereby authorize TriMark Hockenbergs to file any UCC financing statement that it deems necessary to perfect its security interest.

On capital purchases, we require a perfected security interest in the goods until they have been paid for in full. TriMark Hockenbergs will handle all of the necessary U.C.C. filings and pay for any costs associated with these filings. Upon failure of you to promptly pay or perform any of the obligations or any covenants contained or referred to herein, TriMark Hockenbergs may, at its option, declare all of the obligations immediately due and payable and then shall have all of the remedies of a secured party under the Uniform Commercial Code of the state where the equipment is located. Such remedies shall include, but are not limited to, the right to take possession of the equipment. Expenses related to repossessing, holding, repairing, or reselling the equipment, including any collection costs, reasonable attorney's fees and legal expenses, shall be the responsibility of the buyer.

No warranty of merchantability or fitness for a particular purpose, or other warranty, express, implied or statutory, nor any affirmation of fact or promise is made by Seller with respect to the goods which are sold pursuant hereto.

This Quote shall be subject to TriMark's Terms of Sale <https://www.trimarkusa.com/SiteMedia/SiteResources/Terms/TriMark-Terms-and-Conditions-of-Sale.pdf>, which are incorporated herein by reference and shall govern. The parties specifically agree that no signature shall be required in order for this Quote or its applicable terms and conditions to be deemed legally binding and enforceable on Customer where the intent to be so bound can be inferred (including by acceptance or retention of products or services), notwithstanding contrary requirements under any law.

Any tax or similar fees shown in this Quote are an estimate only.

Acceptance _____ Date _____

Print Name _____

Company Name _____

Acceptance: _____ Date: _____

Printed Name: _____

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DISHWASHER INSTALLED \$83,860.45
1-DOUBLE COMBI-OVEN \$77,471.83



Quote

10/09/2026

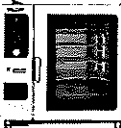
To:	Project:	From:
RED OAK COMMUNITY SCHOOLS	Red Oak CSD -Dishwasher and Combi	TriMark Hockenbergs
Roger Vannausdle	Inman Elementary	Jesse Samaniego
Red Oak Community School District	900 Inman Drive	14063 Cornhusker Rd
604 South Broadway	Red Oak, IA 51566	Omaha, NE 68138
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		ITEM TOTAL:	\$75,911.45
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	1 ea CHEFSCOMBI WARRANTY 2 years limited parts & labor warranty, standard		
	1 ea CHEFSCOMBI NOTE NOTE: Water is a customer supplied utility just like Gas & Electric to the equipment. Proper Water Filtration based on customer water quality is essential to meet the equipment water spec requirements. Verify type of filtration needed based on performing a cold water analysis from the customer site. A suitable Water Treatment System & regular filter replacements coupled with routine cleaning/deliming is required.		
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Item	Qty	Description	Sell	Sell Total
		accessories, and best practices. This process helps ensure optimal equipment performance, reduces downtime, and enhances the overall customer ownership experience.		
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1 ea		INSTALL-CP-COMBI Certified Plus Installation of first unit on stand or countertop: Hobart Service Installation includes delivery, set in place, and all connections of unit. Pricing is based on one unit being installed in a location within 100 miles round trip of Hobart Service branch location. Additional charges may apply for locations greater than 100 miles round trip. Removal and disposal of existing unit is a separate charge and must be selected as an additional price. Vulcan water filtration system is recommended to be installed with the Vulcan combi oven. (Non-Discountable NET Pricing)	\$2,439.00	\$2,439.00
1 ea		COMBICERTPLUS-SITESURVEY Pre installation site survey will be completed at no additional cost when Certified Plus installation is purchased. Pre installation site survey will be completed for up to two units at the same location on the same day. Site survey to be completed within a minimum of two weeks of equipment installation. Survey is for a single-trip and within 100 miles round trip of a Hobart Service branch location. Additional charges greater than 100 miles round trip may apply. (Non-Discountable NET Pricing)		
1 ea		INSTALL-STARTUP Unit commissioned to assure operational start up by trained technician		
1 ea		CHEF-102G-120 (VICS102G-81) 120v/60/1-ph, 0.6kW, 5.8 amps		
1 ea		CHEF-STAND102 Stainless steel short 27" stand with (6) shelving levels for full size Chef'sCombi ovens 62 or 102 (see spec sheet for machine height on stand)	\$1,330.04	\$1,330.04
1 cs		CHEF-CL-BUNDLE Cleaning Bundle, Includes: (2) Cleaner Tab Buckets (100 each) for use inside the oven as part of the CombiCare Quick, light, medium & strong cleaning cycles, (1) Care Stick Bucket (100) for use in the front descaling box as part of the CombiCare descaling cycle (Non-Discountable NET Pricing)	\$190.14	\$190.14
1 ea		SMF600-SYSTEM SCALEBLOCKER™ Water Treatment, field installed by others at jobsite	\$1,191.91	\$1,191.91
1 ea		HOSEWTR 3/4BBV Flex stainless steel water hose 72", 3/4" female GHT (2 per unit recommended for gas & electric, 1 per unit for direct steam)	\$215.51	\$215.51
1 ea		CHEF-DC Chef'sCombi Drain Connection kit. Includes four elbows 45° and two straight 30° quick connect 1 1/2" drain tubing	\$87.70	\$87.70
1 ea		VRACK-102 (5) Standard Grab-and-Go Racks for 102 sized Vulcan Combi, for use with 18" x 26" full sheet pans		
ITEM TOTAL:				\$29,022.47

3	1 ea	COMBI OVEN, GAS		\$23,568.17	\$23,568.17
					
		Vulcan Model No. CHEF-102G			
		Chef'sCombi 102G, Gas 10-level full-size (GN 2/1) capacity (10) 18" x 26" full-size sheet or (20) 12" x 20" steam pan. All-in-one multifunctional cooking equipment with customizable CombiOS interface, CombiClimateControl, AutoClimate, CombiGuide, MenuMix, & CombiCare. Advanced technologies for premium cooking results with powerful heating, humidity sensor-controlled climate regulation, high-performance dehumidification, controlled even heat distribution and humidifying function. Multi-point food probe, (5) wire racks, retractable sprayer, Ethernet & WiFi enabled, steam generator combi oven, 143,310 BTU, IPX5, cULus, NSF			
	1 ea	CHEFSCOMBI WARRANTY 2 years limited parts & labor warranty, standard			
	1 ea	CHEFSCOMBI NOTE NOTE: Water is a customer supplied utility just like Gas & Electric to the equipment. Proper Water Filtration based on customer water quality is essential to meet the equipment water spec requirements. Verify type of filtration needed based on performing a cold water analysis from the customer site. A suitable Water Treatment System & regular filter replacements coupled with routine cleaning/deliming is required.			
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	1 ea	CHEF-VCC Chef Assistance Program, a Vulcan Certified Chef conducts 4 hours/location specialized application training with personnel, no charge			
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	1 ea	COMBICERTPLUS-SITESURVEY Pre installation site survey will be completed at no additional cost when Certified Plus installation is purchased. Pre installation site survey will be completed for up to two units at the same location on the same day. Site survey to be completed within a minimum of two weeks of equipment installation. Survey is for a single-trip and within 100 miles round trip of a Hobart Service branch location. Additional charges greater than 100 miles round trip may apply. (Non-Discountable NET Pricing)			
	1 ea	INSTALL-STARTUP Unit commissioned to assure operational start up by trained technician			
	1 ea	CHEF-102G-120 (VICS102G-81) 120v/60/1-ph, 0.6kW, 5.8 amps			
	1 ea	CHEF-STACK2G Stacking connection kit, gas, full, with standard right hinges (62 or 102 gas models) - Must choose a stacking support frame to complete kit.	\$1,368.30	\$1,368.30	
	1 ea	CHEF-6NLEG2 Stacked Support Frame 6" (recommended) for full size 62/62 or 62/102	\$610.93	\$610.93	
	1 cs	CHEF-CL-BUNDLE Cleaning Bundle, Includes: (2) Cleaner Tab Buckets (100 each) for use inside the oven as part of the CombiCare Quick, light, medium & strong cleaning cycles, (1) Care Stick Bucket (100) for use in the front descaling box as part of the CombiCare descaling cycle (Non-Discountable NET Pricing)	\$190.14	\$190.14	
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2026-2027
HARD SURFACE ONLY BUS ROUTE PLAN
 Red Oak Community School District

<i>Route</i>	<i>Pick Up Location</i>	<i>Pick Up Time</i>	<i>Drop Off Time</i>	<i>Early Drop Off Time</i>
1 and 2	I Avenue on HWY 48 (South Side)	7:05 AM	4:00 PM	2:00 PM
1 and 2	I Avenue and 150 th (South Side)	7:10 AM	3:50 PM	1:45 PM
6	Boxelder at 210 th St.	7:10 AM	3:55 PM	1:55 PM
6	1511 200 th St. (Red Oak Sale Barn)	7:20 AM	3:45 PM	1:45 PM
5	Intersection of HWY 48 and 270 th (West Side)	7:10 AM	3:50 PM	1:50 PM
5	Intersection of HWY 48 and 230 th (West Side)	7:20 AM	3:40 PM	1:40 PM

FY 2026 Financials and Depository Balances

The General Fund ended the year with a balance of \$3,813,364.52, down \$197,056.18. Declining balances in several funds support continued monitoring of spending and reserves.

Annual settlement requirements

Iowa Code § 279.33 requires the Board to examine the prior year's books and settle with the Secretary and Treasurer at a regular or special meeting held on or after August 31 and before the organizational meeting following the regular school election. The Treasurer must provide a statement from each depository showing the balance on deposit at the time of settlement.

Year End Balances by Fund

Fund	June 30 balance	Change from FY 2025
General Fund	\$3,813,364.52	-\$197,056.18
Activity Fund	\$39,675.55	-\$15,574.36
Child Nutrition	\$855,102.40	+\$154,787.00
Management Fund	\$395,381.25	-\$74,247.62
SAVE	\$3,726,607.46	-\$190,790.39
PPEL	\$3,478,470.29	-\$286,651.42
Debt Service	\$325,314.96	+\$29,557.77

Child Nutrition and Debt Service increased their balances, while the General, Activity, Management, and SAVE funds declined. Each fund must be evaluated separately because its resources are subject to different purposes and restrictions.

General Fund Financial Position

Assets	Amount
Cash and investments	\$5,242,126.67
Taxes receivable	\$4,189,334.31
Intergovernmental receivables	\$520,356.97
Other receivables	\$624,565.45
Total assets	\$10,576,383.40

Liabilities deferred inflows and fund balance	Amount
Liabilities	\$2,349,259.88
Deferred inflows	\$4,413,759.00
Fund balance	\$3,813,364.52
Total	\$10,576,383.40

Fund balance is the amount remaining after liabilities and deferred inflows are subtracted from assets. Liabilities include unpaid obligations and accrued expenses. Deferred inflows include \$4,128,533.00 in succeeding-year property taxes and \$285,226.00 in income surtax receivables that are not recognized as FY 2026 revenue.

Of the General Fund balance, \$1,268,414.58 is restricted to specific purposes, \$196,734.03 is assigned, and \$2,348,215.91 is unassigned. The combined assigned and unassigned balance is \$2,544,949.94. Fund balance differs from both cash on hand and unspent spending authority.

Reported Year End Depository Balances

Depository	Reported balance
Houghton State Bank	\$6,394,352.78
Bank Iowa	\$2,789,873.38
Iowa School Joint Investment Trust	\$4,904,867.61
Total	\$14,089,093.77

The FY 2026 balance sheet reports \$14,612,250.75 in cash and investments across all funds. The listed depository balances are \$523,156.98 lower. This discrepancy largely reflects prior-year tuition payments and state allocations received after the reconciliation was completed.

Recommended action: Following review of the financial reports and reconciled current depository statements, approve the FY 2026 financials and acknowledge receipt of the depository statements to complete the annual settlement.

FY 2026 Financial Summary

Board Policy 701.5 requires the superintendent or designee to provide concise, timely, and well-organized financial data at fiscal year-end. This report summarizes FY 2026 results, reserves, spending authority, and the enrollment and staffing commitments that shape our financial outlook.

The District retained meaningful reserves and legal spending authority, but current-year revenue declined and expenditures exceeded external funding. General Fund and Activity Fund balances fell, reinforcing the need to align recurring commitments with ongoing revenue.

Districtwide Financial Results

Measure	FY 2026	Change from FY 2025
Local state and federal revenue	\$20,276,585.82	-\$112,506.71
Other sources and upward adjustments	\$1,080,992.21	+\$120,043.47
Total sources and upward adjustments	\$21,357,578.03	+\$7,536.76
Expenditures excluding transfers and adjustments	\$21,051,642.20	+\$864,694.73
Total uses and downward adjustments	\$21,938,500.26	-\$6,665.32
Combined fund balance change	-\$580,784.18	

The nearly unchanged total sources figure does not indicate stable operating revenue. Other sources included \$885,324 in interfund transfers, \$56,040.68 in asset disposal proceeds, and a \$139,627.53 upward Enterprise Fund beginning balance adjustment. Transfers move existing district resources, while the adjustment reflects year-end reconciliation rather than new revenue.

Revenue Composition

Source	FY 2026 revenue	Change from FY 2025
Local	\$9,506,530.85	+\$152,718.58
State	\$9,611,149.20	-\$200,188.44
Federal	\$1,158,905.77	-\$112,368.66

Growth in local revenue did not fully offset decreases in state and federal funding. Across all funds, expenditures exceeded revenue and other external funding by \$718,877.65 before accounting corrections. Those corrections reduced the reported fund balance decline to \$580,784.18.

General Fund and Other Fund Revenues

General Fund sources totaled \$15,024,113.87, down \$91,168.44. Increased tuition revenue helped offset reductions in state foundation aid and federal funding.

Major General Fund source	FY 2026	Change
State foundation aid	\$5,696,185.00	-\$432,260.00
Property taxes	\$4,363,002.98	+\$61,959.81
Tuition	\$1,438,948.66	+\$485,424.27
Categorical aid and funding supplements	\$1,699,446.08	+\$10,019.19
Teacher Leadership state aid	\$400,253.00	No change
Federal aid	\$521,694.95	-\$156,238.57
Income taxes and surtaxes	\$64,847.29	-\$237,370.63
State revenue in lieu of taxes	\$106,653.05	+\$106,648.38

Federal funding changes reflect the phaseout of remaining COVID relief funds, shifts in Title funding, and AEA residual adjustments.

Other major fund sources	FY 2026	Change
Management	\$427,238.32	+\$412,797.38
PPEL	\$978,112.68	-\$3,506.28
SAVE	\$1,447,957.84	-\$42,510.83
Debt Service	\$2,299,725.55	-\$485,061.43

Management Fund growth primarily reflects \$388,282.80 in property tax revenue, compared with none reported in FY 2025. PPEL results reflect lower utility excise tax revenue and interest earnings as rates changed and invested funds were used for construction. SAVE included \$1,368,914.34 in statewide sales tax receipts; lower receipts and interest earnings reduced total sources.

Debt Service property tax revenue fell \$501,323.80 to \$1,344,815.48. Transfers into the fund declined \$3,644 to \$883,824, with other revenue changes partially offsetting those decreases.

Expenditure Trends

Excluding interfund transfers and beginning balance adjustments, expenditures rose 4.28% to \$21,051,642.20. Construction spending increased \$1,342,331.09, while instructional services increased \$437,633.30. These are functional spending changes; the object categories on the next page describe how expenditures were recorded and should not be added to those increases.

Expenditures and Year End Fund Balances

Expenditure category across all funds	FY 2026	Change
Purchased services including construction	\$6,911,203.68	+\$1,788,457.19
Property and equipment	\$142,327.23	+\$23,878.88
Salaries and benefits	\$9,904,919.64	-\$324,310.53
Supplies including materials food and fuel	\$1,444,751.93	-\$74,069.50
Miscellaneous including debt payments	\$2,297,993.72	-\$463,618.31
Interagency flow through including AEA	\$350,446.00	-\$85,643.00

Higher purchased services and construction costs were partially offset by lower compensation, supplies, debt-related expenditures, and interagency flow-through costs. Total uses were nearly unchanged because transfers and accounting adjustments also changed.

Fund	Ending balance	Annual change
General Fund	\$3,813,364.52	-\$197,056.18
Activity	\$39,675.55	-\$15,574.36
Management	\$395,381.25	-\$74,247.62
SAVE	\$3,726,607.46	-\$190,787.39
PPEL	\$3,478,470.29	-\$286,651.42
Debt Service	\$325,314.96	+\$29,557.77
Child Nutrition	\$855,102.40	+\$154,786.97
Trust	\$196,571.12	-\$811.95

The Activity Fund used approximately 28.2% of its beginning balance. Child Nutrition's reported increase included the \$139,627.53 accounting adjustment; its current-year increase was \$15,159.44. Trust Fund resources are held for scholarships rather than district operations.

Fund balances reflect revenues, expenditures, transfers, and adjustments. Each fund has a distinct purpose and spending restrictions, so resources in one fund are not automatically available to cover another fund's expenses or support general operations.

Discussion Implications

The General Fund decline and the Activity Fund's reserve use warrant continued monitoring. Construction spending also affects capital fund balances and should be considered separately from recurring operating costs. Financial planning must account for the purpose and availability of each reserve rather than relying on a combined districtwide balance.

Spending Authority and Solvency

Indicator	FY 2026	District target
Unspent Authorized Budget (UAB)	\$5,579,207	
Reported UAB ratio	26.9%	15–25%
Solvency ratio	16.42%	8–15%

UAB measures remaining legal spending authority, distinct from cash and fund balance. It increased \$526,841, reflecting \$258,546 in additional current-year authority, including miscellaneous income, and \$268,295 in lower General Fund expenditures. The maximum authorized budget was \$20,800,377.

UAB grew from approximately \$2.94 million and 19.2% in FY 2020 to approximately \$5.58 million in FY 2026. The balance carries forward into FY 2027 and equals approximately 31.8% of the currently reported \$17,528,278 maximum authorized budget. That comparison remains preliminary pending miscellaneous income, expenditures, and authority adjustments.

Solvency declined from 18.1% to 16.42%, approximately 1.7 percentage points. It reflects \$2.54 million in assigned and unassigned General Fund balances relative to \$15.47 million in revenue after excluding AEA flow-through. Approximately \$1.27 million of the total General Fund balance is restricted and excluded; assigned balances also have intended uses. A \$350,000 reserve reduction would bring solvency close to 14% at our current revenue level.

Enrollment and Staffing Commitments

October 1, 2026 actual enrollment totaled 932.16, down 19.35 from 951.51. Served enrollment excluding Stellar Oaks Virtual Academy totaled 853.36, down 12.15. The District reports 135 Stellar Oaks students and retains 5% of their state per-pupil allocation. We exclude these students from our served enrollment measure when evaluating traditional program staffing and services.

Major General Fund Source	2026 (Current)	2025 (Previous)	Change
Resident Student Attending Our District	790.40	806.60	-16.20
Resident Students Attending Another District	140.00	143.00	-3.00
Non-Public Shared and CPI Students Dual Enrolled in District Classes	1.76	1.91	-0.15
Actual Enrollment	932.16	951.51	-19.35
Non-Resident Students Attending Our District	196.20	95.00	+101.20
Non-Resident Students Attending Stellar Oaks Virtual Academy (District Retains 5% of Per Pupil Funding)	135.00	38.00	+97.00

Major General Fund Source	2026 (Current)	2025 (Previous)	Change
Non-Resident Students Attending Traditional District Programs (District Receives 100% of Per Pupil Funding)	61.20	57.00	+4.20
PK (4-year-olds) Attending our Statewide Voluntary Preschool Program (.5 FTE)	30.00	22.50	+7.50
Total School Age Students Provided Instructional Programs by Our District (i.e., Served Enrollment)	988.36	903.51	+84.85
Limited English Proficiency Weighting	4.39	3.76	0.63

The percentage of General Fund expenditures devoted to salaries and benefits helps the Board assess ongoing commitments, budget flexibility, and staffing sustainability. A benchmark of 75% to 80% is the recommended planning guide because education depends heavily on staff while requiring sufficient resources for other operating needs.

In FY 2026, directly reported salaries and benefits accounted for 65.1% of Red Oak's General Fund expenditures. Including purchased services for positions contracted through the AEA (e.g., our school-based interventionist, school social worker, and part-time special education director) and tuition paid to Southwestern Community College, Stellar Oaks Virtual Academy, and alternative special education placements raises that figure to 74%. Adding tuition paid to other districts educating our students through open enrollment brings it to 84%.

These broader measures reflect the cost of providing educational services through both district employees and outside providers, helping explain why the directly reported staffing percentage alone does not fully capture our financial commitments.

General Fund Spending Measure	Amount or share
Direct salaries	\$7,273,736
Direct benefits	\$2,554,443
Combined direct compensation	\$9,828,179 approximately 65%
With identified contracted services and tuition	\$1,368,450.40 Approximately 74%
With open enrollment payments to other districts	\$1,654,118.99 Approximately 84%

The broader measures include AEA-contracted positions and tuition to Southwestern Community College, Stellar Oaks, and alternative special education placements. General Fund expenditures totaled \$15,221,170. Direct compensation accounts for about \$65 of every \$100 spent; the broader percentages also include purchased services and tuition.

A relatively steady staffing percentage does not by itself establish staffing adequacy or the effectiveness of reductions. Our central consideration is whether staffing meets student needs and whether ongoing revenue can sustain recurring commitments. UAB provides legal capacity to spend, while solvency provides a financial cushion; neither eliminates the need to address recurring shortfalls.