



Red Oak Community School District

604 S Broadway

Red Oak, Iowa 51566

712.623.6600

www.redoakschooldistrict.com

Regular Board of Directors Meeting

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

Monday, April 11, 2022 – 5:30 pm

- Agenda -

- 1.0 Call to Order – Board of Directors President Bret Blackman
- 2.0 Roll Call – Board of Directors Secretary Deb Drey
- 3.0 Approval of the Agenda – President Bret Blackman
- 4.0 Communications
 - 4.1 Good News from Red Oak Schools
 - 4.2 Visitors and Presentations
 - 4.2.1 School Counseling Program Review--Kathy Linke, Lindsay Williams, and Taylor Clark
- 5.0 Consent Agenda
 - 5.1 Review and Approval of Minutes from March 28, 2022 *pg 4-5*
 - 5.2 Review and Approval of Monthly Business Reports *pg 6-11*
 - 5.3 Open Enrollment Requests Consideration
 - 5.3.1 Rescinding Open Enrollment for 9th grader Ethan Hummel and 5th grader Angel Hummel from Red Oak Community School District to Stanton Community School District for the 2022-2023 school year, Open Enrollment for 9th Grader Ethan Hummel and 5th Grader Angel Hummel from Red Oak Community School District to Essex Community School District for the 2022-2023 school year
 - 5.3.2 Discussion/Approval of Open Enrollment for 7th grader Oliver Dykes from Stanton Community School District to Red Oak Community School District for the 2021-2022 school year pending the release from Stanton Community School District
 - 5.4. Personnel Consideration
 - 5.4.1 Resignation of Keatis Kunze as IT support Specialist effective April 22, 2022
 - 5.4.2 Resignation of Melissa Shaw as Paraprofessional at Red Oak Early Childhood Center effective at the end of the 2021-2022 school year
 - 5.4.3 Resignation of Tristin Johnson as Jr High Girls Basketball Coach effective at the end of the 2021-2022 school year

- 5.4.4 Resignation of Juan Ramos as Jr High Boys Basketball Coach effective at the end of the 2021-2022 school year
- 5.4.5 Hiring of Josie Wiser as Sr HS Small Group Speech Sponsor and Sr HS Large Group Speech Assistant for the 2022-2023 school year
- 5.4.6 Hiring of Kelsey Mangold as Sr HS Large Group Speech Sponsor for the 2022-2023 school year
- 5.4.7 Hiring of Anthony Jones as Dean of Students at Inman Elementary for the 2022-2023 school year
- 5.4.8 Acceptance of Juan Ramos as Volunteer Soccer Coach for the 2021-2022 school year
- 5.5 Special Education Agreement
 - 5.5.1 Agreement with Southwest Iowa Apex Consortium to provide special education services for the 2021-2022 school year pg 12
- 5.6 Sharing Agreements
 - 5.6.1 Human Resources Position sharing agreement with Stanton Community School District for 2022-2023 pg 13
 - 5.6.2 Maintenance/Operations Director sharing agreement with Stanton Community School District for 2022-2023 pg 14
 - 5.6.3 Guidance Counselor sharing agreement with East Mills Community School District for 2022-2023 pg 15
 - 5.6.4 Industrial Technology sharing agreement with Stanton Community School District for 2022-2023 pg 16
- 6.0 General Business for the Board of Directors
 - 6.1 Old Business-None
 - 6.2 New Business
 - 6.2.1 Discussion/Approval of Open Enrollment for 10th grader Jaydin Jones and 8th grader Ashton Williams from Red Oak Community School District to Stanton Community School District for the 2022-2023 school year
 - 6.2.2 Discussion/Approval of purchasing new football uniforms for the 2022-2023 school year pg 17-19
 - 6.2.3 Discussion/Approval First Extension to the Fixed Price Agreement with OPAA for 2022-2023 pg 20-21
 - 6.2.4 Discussion/Approval to set a date for the back-to-school celebration in the Fall of 2022
 - 6.2.5 Discussion/Approval of Hiring Up to Three Seasonal Activities Supervisors for the 2022-2023 School Year, in the Amount of \$3,780 each
 - 6.2.6 Discussion/Approval of Issuing 2022-2023 Supplemental Contracts pg 22-23
 - 6.2.7 Discussion/Approval of Using ESSER III Funds to provide summer school, certified personnel service incentives, and pay para professionals and other staff
 - 6.2.8 Discussion/approval of renewing 2-year Sophos Antivirus agreement with Trebron pg 24-26
 - 6.2.9 Discussion/Approval of West Central Community Action Preschool Agreement for the 2022-2023 school year pg 27-38

7.0 Reports

7.1 Administrative

7.2 Future Conferences, Workshops, Seminars

7.3 Other Announcements

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

8.0 Next Board of Directors Meeting:

Monday, April 25, 2022 – 5:30 pm

Red Oak Virtual Learning Center

Red Oak Jr./Sr. High

Red Oak Community School District
Meeting of the Board of Directors
Meeting Location: Virtual Classroom/ Phone/Internet
Red Oak Junior Senior High School Campus
March 28, 2022

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

Present

Directors: Bret Blackman, Roger Carlson, Jackie DeVries, Bryce Johnson
Superintendent Ron Lorenz, Business Manager Deb Drey

Approval of Agenda

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

Good News from Red Oak Schools

Seven iJag students will be participating in the Career Development Conference on April 7, 2022.

The Junior/Senior High School held a recognition assembly for all students who participated in winter sports and activities.

Congratulations to Director Laura LaPrell and the junior high students on an outstanding performance of "The Long View."

Consent Agenda

Motion by Director Carlson, second by Director DeVries to approve the consent agenda as presented including meeting minutes, monthly business reports, personnel considerations, and field trip request. Motion carried unanimously.

2022-2023 Superintendent Contract

Motion by Director Carlson, second by Director Johnson to approve issuing a three-year contract to begin on July 1, 2022, with the salary of \$201,500 to Superintendent Ronald Lorenz. Motion carried unanimously.

Terminate FBG Service Corporation Contract

Motion by Director DeVries, second by Director Carlson to terminate the contract with FBG Service Corporation for janitorial services effective June 30, 2022. Motion carried unanimously.

SWCC Concurrent & Academy Courses

Motion by Director Carlson, second by Director Johnson to approve the contracts with Southwestern Community College (SWCC) for the 2022-2023 concurrent and academy courses. Motion carried unanimously.

35-Second Shot Clocks

Motion by Director Johnson, second by Director DeVries to approve the quote from Daktronics in the amount of \$11,715 to purchase 35-second shot clocks for both gyms. Motion carried unanimously.

Continuation of March 28, 2022 Meeting Minutes-Page2

FY23 Certified Budget Public Hearing

President Blackman opened the FY23 Certified Budget Public Hearing at 5:41 p.m. Heidi Harris and Deb Drey presented information on the FY23 proposed budget. There were no public comments. President Blackman closed the public hearing at 5:52 p.m.

FY23 Certified Budget

Motion by Director DeVries, second by Director Carlson to approve the FY23 Certified Budget as presented. Motion carried unanimously.

Budget Adjustment Resolution

Motion by Director Carlson, second by Director Johnson to approve the FY23 Budget Adjustment Resolution. Motion carried unanimously.

Bond Surplus Levy Resolution

Motion by Director Johnson, second by Director DeVries to approve resolution authorizing the redemption of general obligation school bonds, series 2018, dated August 28, 2018, and approving the first amendment to the escrow agreement. Motion carried unanimously.

IES Space Limitations Discussion

The Board discussed the space limitations at Inman Elementary School. There is a shortage of classroom space for the 2022-2023 school year. Three sections of 6th grade will be moving to the Junior/Senior High school but four sections of kindergarten are anticipated. The cafeteria area is tight. Discussion of possible solutions ensued.

Adjournment

Motion by Director Carlson, second by Director DeVries to adjourn the meeting at 6:28 p.m. Motion carried unanimously.

Next Board of Directors Meeting

Monday, April 11, 2022 – 5:30 p.m.
Virtual Classroom/Phone/Internet
Red Oak Junior Senior High School Campus

Bret Blackman, President

Deb Drey, Board Secretary

RED OAK BOARD REPORT

Account Number	Detail Description	Amount
Checking Account ID 1	Fund Number 10 OPERATING FUND	
BATTEN SANITATION SERVICE	04042022BS	4,675.00
10 9010 2630 000 0000 421	Admin Sanittailon Serv 3-2022	130.00
10 0109 2630 000 0000 421	Jr/Sr High Sanitation Serv 3-2022	1,530.00
10 0418 2630 000 0000 421	Inman Elem Sanitation Serv 3-2022	1,515.00
10 0445 2630 000 0000 421	ROECC Sanitation Serv 3-2022	1,500.00
Vendor Name BATTEN SANITATION SERVICE		<u>4,675.00</u>
CAPITAL SANITARY SUPPLY CO.	055939A	72.27
10 0109 1300 340 0000 612	Dishwasher Soap	72.27
CAPITAL SANITARY SUPPLY CO.	20220401	221.10
10 9010 2620 000 0000 618	Natural Trash Bags - 60 Gals	221.10
Vendor Name CAPITAL SANITARY SUPPLY CO.		<u>293.37</u>
CENTURY LINK	04042022CL	594.93
10 9010 2490 000 0000 530	District Long Distance 3-2022	594.93
Vendor Name CENTURY LINK		<u>594.93</u>
CHEMSEARCH	7741599	434.17
10 9010 2640 000 0000 433	Water Treatment for Boiler 3-2022	434.17
CHEMSEARCH	7744853	432.28
10 9010 2640 000 0000 433	Water Treatment for Boilers 3-2022	432.28
Vendor Name CHEMSEARCH		<u>866.45</u>
CITY OF RED OAK	04112022CRO	1,238.67
10 9010 2620 000 0000 411	Admin Water Sewer 3-2022	102.68
10 0109 2620 000 0000 411	Jr/Sr Water/Sewer 3-2022	424.92
10 0418 2620 000 0000 411	IES Water/Sewer 3-2022	536.42
10 0445 2620 000 0000 411	ROECC Water /Sewer 3-2022	174.65
Vendor Name CITY OF RED OAK		<u>1,238.67</u>
COUNSEL OFFICE & DOCUMENTS	23AR907279	1,750.36
10 0418 1000 100 0000 359	IES Copier Clicks 3-2022	781.33
10 0109 1000 100 0000 359	Jr/Sr HS Copier Clicks 3-2022	745.38
10 0445 1000 100 0000 359	ROECC Copier Clicks 3-2022	147.06
10 9010 2520 000 0000 618	Steady Serve 3-2022	12.99
10 9010 2520 000 0000 618	Admin Office Copier Clicks	63.60
Vendor Name COUNSEL OFFICE & DOCUMENTS		<u>1,750.36</u>
CREXENDO BUSINESS SOLUTIONS, INC	19349	1,418.02
10 9010 2510 000 0000 532	Monthly Phone Service	1,418.02
Vendor Name CREXENDO BUSINESS SOLUTIONS, INC		<u>1,418.02</u>
CUMMINS SALES AND SERVICE	J3-49637	167.33
10 0418 2640 000 0000 433	IES Generator Battery Rplcmnt	167.33
CUMMINS SALES AND SERVICE	J3-49639	464.44
10 0418 2640 000 0000 433	IES Generator Prev Maint	464.44
Vendor Name CUMMINS SALES AND SERVICE		<u>631.77</u>

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Vendor Name	Invoice Number	Amount
Account Number	Detail Description	Amount
DHS CASHIER 1ST FLOOR	10135346	779.10
10 9010 4634 219 4634	3/2022 Medicaid Provider Share	779.10
Vendor Name	DHS CASHIER 1ST FLOOR	<u>779.10</u>
DICKEL DUIT OUTDOOR POWER, INC.	55640	153.27
10 9010 2640 000 0000 618	Mower Service Materials	153.27
Vendor Name	DICKEL DUIT OUTDOOR POWER, INC.	<u>153.27</u>
EDUCATIONAL FURNITURE LLC	2791	10,971.29
10 0109 2620 000 4045 733	Jr/Sr HS Picnic Tables	4,388.52
10 0418 2620 000 4045 733	IES Picnic Tables	6,582.77
Vendor Name	EDUCATIONAL FURNITURE LLC	<u>10,971.29</u>
EDUSPIRE SOLUTIONS	3690	321.92
10 0109 2410 000 0000 618	E-Hall Pass	321.92
Vendor Name	EDUSPIRE SOLUTIONS	<u>321.92</u>
FBG SERVICE CORPORATION	921646	193.50
10 9010 2630 000 0000 340	Additional 3/2022 Cleaning	193.50
FBG SERVICE CORPORATION	921891	31,867.25
10 9010 2630 000 0000 340	District Janitorial Services 3-2022	31,867.25
Vendor Name	FBG SERVICE CORPORATION	<u>32,060.75</u>
GLENWOOD COMMUNITY SCHOOLS	04062022GW	1,960.71
10 9010 1200 217 3303 320	Apex X 1 3-2022	1,960.71
Vendor Name	GLENWOOD COMMUNITY SCHOOLS	<u>1,960.71</u>
HAWKEYE FORD MERCURY, INC	04052022HF	672.68
10 9010 2700 000 0000 434	A/C Blower Motor Replaced	672.68
Vendor Name	HAWKEYE FORD MERCURY, INC	<u>672.68</u>
HEALTHY TURF LANDSCAPING, INC	6477	450.00
10 9010 2630 000 0000 435	Early Spring Fertilizer - FBF	450.00
Vendor Name	HEALTHY TURF LANDSCAPING, INC	<u>450.00</u>
HEARTLAND AEA #1	128998	187.00
10 9010 2321 000 0000 618	Career Folders	187.00
Vendor Name	HEARTLAND AEA #1	<u>187.00</u>
INPRO CORP	1650326	356.11
10 0109 2620 000 0000 618	Jr/Sr HS Chair Rails	356.11
Vendor Name	INPRO CORP	<u>356.11</u>
IOWA TESTING PROGRAM	220238	2,728.00
10 9010 2240 100 0000 325	IA Statewide Assessment ISASP	2,728.00
Vendor Name	IOWA TESTING PROGRAM	<u>2,728.00</u>
J. F. AHERN	494789	360.00
10 0109 2670 000 0000 490	Jr/Sr HS Qrtly Sprinkler	180.00

RED OAK BOARD REPORT

Vendor Name	Invoice Number	Amount
Account Number	Detail Description	Amount
10 0418 2670 000 0000 490	Inspection	180.00
	IES Qrtly Sprinkler Inspection	
Vendor Name J. F. AHERN		<u>360.00</u>
MANGOLD, KELSEY	32922KM	91.25
10 0109 1000 100 0000 618	ISASP Supplies	91.25
Vendor Name MANGOLD, KELSEY		<u>91.25</u>
MATHESON TRI-GAS	04052022M	273.79
10 0109 1300 370 0000 612	Acetylene Gas Refill	220.00
10 0109 1300 370 0000 612	Oxygen Tank Refill	30.00
10 0109 1300 370 0000 612	Delivery	23.79
Vendor Name MATHESON TRI-GAS		<u>273.79</u>
MIDAMERICAN ENERGY	32222MAE	15,970.69
10 0418 2620 000 0000 622	IES Electricity 3/2022	3,831.02
10 0445 2620 000 0000 622	ROECC Electricity 3/2022	2,172.46
10 0109 2620 000 0000 622	Jr/Sr HS Electricity 3/2022	8,529.56
10 9010 2620 000 0000 622	Admin Electricity 3/2022	134.17
10 9010 2620 000 0000 622	FBF/BBF Electricity 3/2022	446.08
10 9010 2620 000 0000 622	Bancroft Electricity 3/2022	640.44
10 9010 2620 000 0000 622	Bus Barn Electricity 3/2022	216.96
Vendor Name MIDAMERICAN ENERGY		<u>15,970.69</u>
PERRIEN, NATE	32922NP	248.52
10 0109 2410 000 0000 580	Principal Travel Reimbursement	248.52
Vendor Name PERRIEN, NATE		<u>248.52</u>
PLUMB SUPPLY/RIBACK SUPPLY	7954509	7.67
10 9010 2620 000 0000 618	Flue Pipe	7.67
Vendor Name PLUMB SUPPLY/RIBACK SUPPLY		<u>7.67</u>
QUILL CORP.	23953409	287.98
10 0418 2110 490 8027 618	Toners/Yes Mentoring	287.98
Vendor Name QUILL CORP.		<u>287.98</u>
R.K. BELT AND SONS, INC.	04072022RKB	51.15
10 9010 2700 000 0000 434	Cables for Door on Trailer	51.15
Vendor Name R.K. BELT AND SONS, INC.		<u>51.15</u>
RED OAK EXPRESS	04082022ROE	792.26
10 9010 2572 000 0000 540	Board Claims 3-2022	792.26
Vendor Name RED OAK EXPRESS		<u>792.26</u>
RED OAK HARDWARE HANK	134657	26.94
10 0109 1000 100 0000 618	ISASP Envelopes	17.99
10 0109 1000 100 0000 618	ISASP Envelopes	8.95
Vendor Name RED OAK HARDWARE HANK		<u>26.94</u>
SELLERS CONSTRUCTION	2792	28,518.50
10 9010 2620 000 4045 432	Press Box Labor/Materials	28,518.50

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Vendor Name	Invoice Number	Amount
Account Number	Detail Description	Amount
Vendor Name	SELLERS CONSTRUCTION	28,518.50
SELLERS PEST CONTROL-ART SELLERS	30324	175.00
10 9010 2620 000 0000 425	District Pest Control	175.00
Vendor Name	SELLERS PEST CONTROL-ART SELLERS	175.00
SIOUX CITY COMMUNITY SCH DIST	04082022SCS	6,578.10
10 9010 1200 217 3303 320	Sped LV1 111X1	6,578.10
Vendor Name	SIOUX CITY COMMUNITY SCH DIST	6,578.10
SOUTHWESTERN COMMUNITY COLLEGE	26716	100.00
10 9010 2700 000 0000 810	STOP Class for Employee	100.00
Vendor Name	SOUTHWESTERN COMMUNITY COLLEGE	100.00
STANDARD INSURANCE COMPANY, THE	0333022SD	373.80
10 9010 1000 100 8018 270	Retiree Dental Premium 4/22	373.80
Vendor Name	STANDARD INSURANCE COMPANY, THE	373.80
TIMBERLINE BILLING SERVICE LLC	23750	134.51
10 9010 2510 217 3303 359	3/2022 Medicaid	134.51
Vendor Name	TIMBERLINE BILLING SERVICE LLC	134.51
UNITED PARCEL SERVICE	20220401	12.01
10 0418 2410 000 0000 531	IES UPS Shipment	12.01
Vendor Name	UNITED PARCEL SERVICE	12.01
UPPER EDGE TECHNOLOGIES INC	65007/64806	3,004.00
10 9010 2235 000 0000 618	HP ProBook 11 G5 EE Motherboard	538.00
10 9010 2235 000 0000 618	HP ProBook 11 G5 EE LCD	180.00
10 9010 2235 000 0000 618	HP ProBook 11 G5 EE Palmrest Keyboard	300.00
10 9010 2235 000 0000 618	Lenovo 300e 2nd Gen AMD Palm Rest	256.00
10 9010 2235 000 0000 618	Lenovo 300e 2nd Gen MTK Keyboard	59.00
10 9010 2235 000 0000 618	Lenovo 300e 2nd Gen MTK Motherboard	300.00
10 9010 2235 000 0000 618	Lenovo 300e AMD Motherboard	695.00
10 9010 2235 000 0000 618	Lenovo 300e AMD LCD	676.00
Vendor Name	UPPER EDGE TECHNOLOGIES INC	3,004.00
Wells Fargo Financial Leasing, Inc.	5019540597	1,215.50
10 0445 1000 100 0000 359	ROECC Copier Lease 3-2022	221.00
10 0418 1000 100 0000 359	IES Copier Lease 3-2022	331.50
10 0109 1000 100 0000 359	Jr/Sr HS Copier Lease 3-2022	552.50
10 9010 2520 000 0000 618	Admin Copier Lease 3-2022	110.50
Vendor Name	Wells Fargo Financial Leasing, Inc.	1,215.50
WESTLAKE ACE HARDWARE	2577342	260.86
10 0109 2620 000 0000 618	Supplies	206.02
10 9010 2620 000 0000 618	Supplies	54.84
Vendor Name	WESTLAKE ACE HARDWARE	260.86

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RED OAK BOARD REPORT

Vendor Name	Invoice Number	Amount
Account Number	Detail Description	Amount
YOUNG AUTO PARTS INC.	241316	15.82
10 9010 2700 000 0000 434	Oil Filter #15	15.82
Vendor Name YOUNG AUTO PARTS INC.		15.82
Fund Number 10		120,607.75
Checking Account ID 1		120,607.75
Checking Account ID 2	Fund Number 61	SCHOOL NUTRITION FUND
DEBOLT, BETH	33022BD	95.92
61 0109 3110 000 0000 580	Mileage Reimbursement	95.92
Vendor Name DEBOLT, BETH		95.92
OPAA! FOOD MANAGEMENT INC	IA00039756	111.52
61 9010 3110 000 4557 631	FFVP 3-2022	111.52
OPAA! FOOD MANAGEMENT INC	IA00039780	50,723.61
61 9010 3110 000 0000 570	3-2022 Food Expenses	50,723.61
Vendor Name OPAA! FOOD MANAGEMENT INC		50,835.13
Fund Number 61		50,931.05
Checking Account ID 2		50,931.05
Checking Account ID 3	Fund Number 21	STUDENT ACTIVITY FUND
CARRIE WESTON - CR GRAPHICS	04112022CRG	577.00
21 0109 1400 950 7476 618	BB Cheer Uniforms	577.00
Vendor Name CARRIE WESTON - CR GRAPHICS		577.00
CLARINDA COMMUNITY SCHOOLS	04082022CSD	100.00
21 0109 1400 920 6600 810	HS Girls Track Meet	100.00
Vendor Name CLARINDA COMMUNITY SCHOOLS		100.00
IA HIGH SCHOOL SPEECH ASSOC.	02042022IHSS	111.00
	A	
21 0109 1400 910 6120 618	Large Group State Speech Entry	111.00
Vendor Name IA HIGH SCHOOL SPEECH ASSOC.		111.00
INSTRUMENTALIST AWARDS LLC	2201	16.50
21 0109 1400 910 6210 618	Choral Certificates	16.50
Vendor Name INSTRUMENTALIST AWARDS LLC		16.50
JOSTENS	3018474	225.23
21 0109 1400 920 6600 618	Chenilles	225.23
Vendor Name JOSTENS		225.23
NATIONAL FFA ORGANIZATION	02042022NFF1	65.50
21 0109 1400 950 7407 618	FFA Awards	65.50
NATIONAL FFA ORGANIZATION	04042022NFFA	484.00
21 0109 1400 950 7407 618	FFA Jackets	484.00
Vendor Name NATIONAL FFA ORGANIZATION		549.50
PEPPER & SON, INC.	364169343/36	156.49
	4173566	
21 0109 1400 910 6210 618	District Music Contest Music	124.00
21 0109 1400 910 6210 618	District Music Contest Music	32.49
Vendor Name PEPPER & SON, INC.		156.49

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Vendor Name	Invoice Number	Amount
Account Number	Detail Description	Amount
RED OAK HARDWARE HANK	03012022hh	159.98
21 0109 1400 920 6710 618	Basketballs	159.98
RED OAK HARDWARE HANK	030422hh	38.27
21 0109 1400 920 6840 618	Batons	38.27
RED OAK HARDWARE HANK	03102022hh	479.94
21 0109 1400 920 6810 739	Girls Basketballs	479.94
RED OAK HARDWARE HANK	03212022HH	159.98
21 0109 1400 920 6810 618	Girls Basketballs	159.98
RED OAK HARDWARE HANK	03252022hh	879.88
21 9010 1400 920 6730 618	Baseballs	879.88
Vendor Name RED OAK HARDWARE HANK		<u>1,718.05</u>
Fund Number 21		<u>3,453.77</u>
Checking Account ID 3		<u>3,453.77</u>

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SOUTHWEST IOWA APEX CONSORTIUM (SWIAC)
c/o – Glenwood Community School District
103 Central, Suite 300
Glenwood, IA 51534

CONTRACT FOR SPECIAL EDUCATION INSTRUCTION 2021-2022 SCHOOL YEAR

This agreement is entered into by the Red Oak CSD (sending district) and the Southwest Iowa Apex Consortium (receiving district) for the purpose of providing instructional service.

We, the undersigned agencies, hereby agree to the following conditions:

CONDITION I

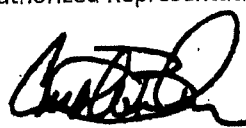
The Southwest Iowa Apex Consortium shall provide instructional services for the above student in accordance with the Federal and State Laws governing such services (including the Individuals with Disability Education Act) and the Iowa Administrative Code and in accordance with the student's individualized education program (IEP). The receiving district shall retain the right to limit enrollment.

CONDITION II

The cost of the instructional program shall be paid by the sending district and shall be the actual costs incurred for providing all special education and related services and programs. Payment of the actual costs will be determined and paid in the following manner:

- A. Actual costs of the program include the employee salaries and benefits, supplies and materials for instruction. The total costs incurred for the specific instructional program will be divided by the aggregate days of students served by the program. The per diem charge will be based on 180 of instructional service. Costs will be pro-rated if service is for less than the full school year.
- B. Invoices for the cost will be sent to the sending district monthly. At the conclusion of the school year, the receiving district will bill the sending district for actual costs incurred less any payments made pursuant to the SWIAC Consortium Agreement.
- C. All remittances are to be sent to: Tim Reinert, Finance Director, Glenwood Community School District, 103 Central Suite 300, Glenwood, IA 51534.

Signed _____ Date _____
Board President or Authorized Representative (Sending District)

Signed  _____ Date 1-31-22
Board President or Authorized Representative (Receiving District)

CONTRACT AGREEMENT
Stanton School District and Red Oak School District
Shared Human Resources Position
2022-2023 School Year

This contract is entered into between the Board of Education of the Stanton Community School District, State of Iowa, and the Board of Education of Red Oak Community School District, State of Iowa, for the duration of the 2022-2023 school year.

The Stanton Community School District will reimburse the Red Oak Community School District a combined total of the FTE 20% of the total cost of the shared position which includes salary and benefits. Travel costs and any other costs related to performance of duties related to the sharing agreement will be shared on a 50%-50% basis.

The Red Oak CSD will provide the following position to the Stanton CSD:

Human Resource Position .2 FTE

The Red Oak Community School District will administer the employment contract in accordance with the current agreement with the Red Oak School Board Policies.

The Stanton Community School District will reimburse the Red Oak Community School District a combined total of the FTE 20% of the total cost of the shared position which includes salary and benefits. Travel costs and any other costs related to performance of duties related to the shared agreement will be shared on a 50% - 50% basis.

The Red Oak Community School District will bill the Stanton Community School District after the completion of the first and second semesters for the position costs during the 2022-2023 school year.

Date

President or Designee
Stanton Community School District

Date

President or Designee
Red Oak Community School District

CONTRACT AGREEMENT
Stanton School District and Red Oak School District
Shared Maintenance Director
2022-2023 School Year

This contract is entered into between the Board of Education of the Stanton Community School District, State of Iowa, and the Board of Education of Red Oak Community School District, State of Iowa, for the duration of the 2022-2023 school year.

The Stanton Community School District will reimburse the Red Oak Community School District a combined total of the FTE 20% of the total cost of the shared position which includes salary and benefits. Travel costs and any other costs related to performance of duties related to the sharing agreement will be shared on a 50%-50% basis.

The Red Oak CSD will provide the following position to the Stanton CSD:

Maintenance Director .2 FTE

The Red Oak Community School District will administer the employment contract in accordance with the current agreement with the Red Oak School Board Policies.

The Stanton Community School District will reimburse the Red Oak Community School District a combined total of the FTE 20% of the total cost of the shared position which includes salary and benefits. Travel costs and any other costs related to performance of duties related to the shared agreement will be shared on a 50% - 50% basis.

The Red Oak Community School District will bill the Stanton Community School District after the completion of the first and second semesters for the position costs during the 2022-2023 school year.

Date

President or Designee
Stanton Community School District

Date

President or Designee
Red Oak Community School District

CONTRACT AGREEMENT
East Mills School District and Red Oak School District
Shared Guidance Counselor
2022-2023 School Year

This contract is entered into between the Board of Education of the East Mills Community School District, State of Iowa, and the Board of Education of Red Oak Community School District, State of Iowa, for the duration of the 2022-2023 school year.

The East Mills Community School District will reimburse the Red Oak Community School District a combined total of the FTE 20% of the total cost of the shared teacher or position which includes salary, benefits, and substitute teacher costs. Travel costs and any other costs related to performance of duties related to the sharing agreement will be shared on a 20%-80% basis.

The Red Oak CSD will provide the following teacher services to the East Mills Community School District:

Guidance Counselor .2 FTE

The Red Oak Community School District will administer the employment contract in accordance with the current agreement with the Red Oak Education Association and Red Oak School Board Policies.

The East Mills Community School District will reimburse the Red Oak Community School District a combined total of the FTE 20% of the total cost of the shared teacher or position which includes salary, benefits, substitute teacher costs. Travel costs and any other costs related to performance of duties related to the shared agreement will be shared on a 20% - 80% basis.

The Red Oak Community School District will bill the East Mills Community School District after the completion of the first and second semesters for the teacher costs during the 2022-2023 school year.

Date

President or Designee
East Mills Community School District

Date

President or Designee
Red Oak Community School District

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Stanton School District and Red Oak Community School District

Inter-District Agreement for Industrial Technology

2022-2023 School Year

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

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

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

The terms of this contract are for one year commencing July 1, 2022 and terminating on June 30, 2023. The agreement can be terminated at the end of each semester given the Stanton Community School District provides a 30-day written notice.

President, Red Oak CSD Board of Directors

President, Stanton CSD Board of Directors

Superintendent, Red Oak CSD

Superintendent, Stanton CSD

Date

Date



3121 Capital Way
Cedar Falls, IA 50613
(319) 268-0125
www.iowasports.com

QUOTE

Quote #38292

Customer Name: RED OAK HIGH SCHOOL
Order Date: 12/01/2021
Order Type: Team
Salesperson: Derrik Netten

Bill to:
RED OAK HIGH SCHOOL
2011 N 8TH STREET
RED OAK, IA 51566

Ship to:
RED OAK HIGH SCHOOL
2011 N 8TH STREET
RED OAK, IA 51566

SHIPPING: DROP SHIP
PHONE: 515-230-0804

ATTN: MICHAEL NORDEEN

ATTN: MICHAEL NORDEEN

Qty	SKU	Description	Manufacturer	Unit Price	Extended Price
65	PF506JM/N	BRUIN 2.0 JERSEY / NARROW BLOCK	POWERS	93.00	6045.00
---	Additional Options	Product Color: GRAPHITE			
65	PF509PM	DRAWCORD PANT	POWERS	52.00	3380.00
---	Additional Options	Product Color: GRAPHITE			
65	PF506JM/N	BRUIN 2.0 JERSEY / NARROW BLOCK	POWERS	93.00	6045.00
---	Additional Options	Product Color: BLACK			
65	PF509PM	DRAWCORD PANT	POWERS	52.00	3380.00
---	Additional Options	Product Color: BLACK			
65	PF506JM/N	BRUIN 2.0 JERSEY / NARROW BLOCK	POWERS	93.00	6045.00
---	Additional Options	Product Color: WHITE			
65	PF509PM	DRAWCORD PANT	POWERS	52.00	3380.00
---	Additional Options	Product Color: WHITE			

Notes

No notes entered

Item Total: 28275.00
Plus Shipping: 0.00
Quote Total: 28275.00

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Dannco Inc
317 N 13th Street
Centerville, IA
52544
(641) 437-1415

Page 1 of 2

Date 3/7/2022
Terms Net 30
Estimate **36587**

Entered by: Tim Bates

PO No.

Sold To:

Red Oak Schools
1901 N Broadway Street, Suite
Red Oak IA 51566

Ship To:

Michael Nordeen
1901 N Broadway Street, Suite
Red Oak IA 51566

(712) 623-6610

Ship Via DROP SHIP

Part Number	Description	Ordered	Pick Qty	Shipped	Price	Total Tax
FB Uniforms						
POWE-SCFJ92CB/SS	Jersey FB A Mustang Belt Length	65		65	92.00	5,980.00
Approved Mock Up Attached Black Jersey						
Qty/Size/Jersey#: 11/MD/0,1,2,3,4,5,6,7,8,9,10 35/LG/11,12,13,14,15,16,17,18,19,20,21,22,23,24,25,26,28,30,32,35,36,38,40,42,44,45,48,50,54,69, 70,80,82,84,88 11/XL/52,53,55,57,60,65,66,72,73,74,75,76 7/2XL/56,58,62,64,77,78,79						
POWE-PSFP6	Pant FB A Flyless Stock	65		65	36.00	2,340.00
Color: White Qty/Size: 15/SM, 20/MD, 15/LG, 10/XL, 5/2XL						
POWE-SCFJ92CD/SS	Jersey FB A Mustang Belt Length	65		65	92.00	5,980.00
Approved Mock Up Attached White Jersey						
Qty/Size/Jersey#: 11/MD/0,1,2,3,4,5,6,7,8,9,10 35/LG/11,12,13,14,15,16,17,18,19,20,21,22,23,24,25,26,28,30,32,35,36,38,40,42,44,45,48,50,54,69, 70,80,82,84,88 11/XL/52,53,55,57,60,65,66,72,73,74,75,76 7/2XL/56,58,62,64,77,78,79						

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Dannco Inc
317 N 13th Street
Centerville, IA
52544
(641) 437-1415

Page 2 of 2

Date 3/7/2022
Terms Net 30
Estimate **36587**

PO No.

Entered by: Tim Bates

Part Number	Description	Ordered	Pick Qty	Shipped	Price	Total Tax
FB Uniforms						
POWE-PSFP6	Pant FB A Flyless Stock	20		20	36.00	720.00
Color: Black						
Qty/Size: 3/SM, 3/MD, 7/LG, 4/XL, 3/2XL						
POWE-SCFJ92CB/SS	Jersey FB A Mustang Belt Length	65		65	92.00	5,980.00
Approved Mock Up Attached Graphite Jersey						
Qty/Size/Jersey#: 11/MD/0,1,2,3,4,5,6,7,8,9,10 35/LG/11,12,13,14,15,16,17,18,19,20,21,22,23,24,25,26,28,30,32,35,36,38,40,42,44,45,48,50,54,69, 70,80,82,84,88 11/XL/52,53,55,57,60,65,66,72,73,74,75,76 7/2XL/56,58,62,64,77,78,79						
POWE-PSFP6	Pant FB A Flyless Stock	65		65	36.00	2,340.00
Color: Graphite						
Qty/Size: 15/SM, 20/MD, 15/LG, 10/XL, 5/2XL						
RUSS-F25PFM	Pant FB A Integrated 7 Piece Pad	50		50	25.95	1,297.50
Color: Black						
Qty/Size: 15/SM, 25/MD, 10/LG, 5/XL						
SHIPPING	Shipping/Delivery	1		1	670.80	670.80

Sub Total	\$25,308.30
Tax 1 7%	\$0.00
Total	\$25,308.30

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[FIRST] EXTENSION TO FIXED PRICE AGREEMENT

[First] EXTENSION TO AGREEMENT dated as of the first day of July 2022, by and between [Red Oak] Community School District, [604 S Broadway] in the city of [Red Oak], Iowa hereinafter referred to as the School Food Authority (SFA) and [Opaa! Food Management of IA, LLC], [16401 Swingley Ridge Road, Chesterfield, Missouri] hereinafter referred to as the Food Service Management Company (FSMC)

Indicate first day of school when reimbursable meals will be offered: []

THE PARTIES AGREE AS FOLLOWS

WHEREAS, the parties hereto were parties to an agreement dated as of [July 1, 2021] where in the FSMC agreed to provide food service management to the SFA's school buildings in [Albia], Iowa; and

WHEREAS, the parties desire to further extend the term of the Agreement for an additional one year period commencing July 1, 2022, and ending June 30, 2023, upon the same terms and conditions set forth in the Agreement as amended herein;

NOW, THEREFORE, in consideration of the covenants and agreements hereinafter expressed and expressed in the Agreement, it is mutually covenanted and agreed by and between the parties hereto as follows:

PRICING

Section [III. J. 6.], of the Agreement is deleted in its entirety and the following substituted in lieu thereof:

1. Fee per NSLP Lunch/Breakfast Meal: \$[3.4662]/\$[2.2790]
2. Fee per SFSP Lunch/Breakfast Meal (if applicable): \$[]/\$[]
3. Fee per Special Milk Program (if applicable): \$[]
4. Fee per CACFP Lunch/Breakfast (if applicable): \$[]/\$[]
5. Meal Equivalency Rate: \$[4.1870]

Note to SFA—evaluate Sections to determine if there are changes to be made. Also evaluate any other changes that the SFA would choose to make that *do not* materially affect the contract.

REAFFIRMATION

Except for the amendment set forth in Paragraph 1 above, the parties hereto reaffirm the Agreement as initially set forth in its entirety.

ACKNOWLEDGEMENT

Each apart hereto acknowledges that it has no actual knowledge of breach by the other party as of the date of this [FIRST] Extension to the Agreement.

IN WITNESS WHEREOF, the parties have executed this [FIRST] Extension to Agreement as of the day and year written below.

SCHOOL FOOD AUTHORITY

RED OAK SCHOOL DISTRICT

By: _____

Title: _____

Date: _____

FSMC

Opaa! Food Management of IA, LLC

By:  _____

Title: _Manager of Financial Analysis_

Date: __3/25/2022__

Coaching Positions

LAST	FIRST	POSITION	LAST	FIRST	POSITION
ADAMS	CURTIS	Sr HS Boys Cross Country	PODLISKA	TEGEN	Sr HS Wrestling Head
FRENCH	SUEANN	Sr HS Girls Cross Country	ROUSE	NATHAN	Sr HS Wrestling Asst
MONTGOMERY	ANGELA	Sr HS Volleyball Head	SELBERG	CLAY	Jr HS Wrestling
ALLISON	SHARON	Sr HS Volleyball Asst	WISER	DILLON	Jr HS Wrestling
RAMIREZ	DANA	Sr HS Volleyball Asst	NORDEEN	MICHAEL	Sr HS Bowling
		Jr HS Volleyball	WOLFE	JULIE	Sr HS Bowling Asst
MEIS	NEVADA	Jr HS Volleyball	SWANSON	ZOEY	Sr HS Tennis Girls Head
NORDEEN	MICHAEL	Sr HS Football Head	JOHNSON	TRISTIN	Sr HS Tennis Boys Head
KIPPLEY	JOSHUA	Sr HS Football Asst	HENKE	PATTY	Sr HS Girls Golf
GRAY	ALLEN	Sr HS Football Asst	BOEYE	ROBERT	Sr HS Boys Golf
ROUSE	NATHAN	Sr HS Football Asst	ADAMS	CURTIS	Sr HS Track Girls Head
		Sr HS Football Asst			Sr HS Track Girls Asst
		Jr HS Football Head	WOLFE	JULIE	Jr HS Track Girls
JOHNSON	TRISTIN	Jr HS Football Asst	ALLISON	JOHN	Jr HS Track Girls
		Jr HS Football Asst	FRENCH	SUEANN	Sr HS Track Boys Head
MULLENIX	COLEMAN	Sr HS Basketball Girls Head	NORDEEN	MICHAEL	Sr HS Track Boys Asst
		Sr HS Basketball Girls Asst	KELLS	MARK	Sr HS Soccer Coach
		Jr HS Basketball Girls	GRAY	ALLEN	Jr HS Track Boys
ALLISON	JOHN	Jr HS Basketball Girls	KIPPLEY	JOSHUA	Jr HS Track Boys
PLANK	SPENCER	Sr HS Basketball Boys Head			Sr HS Softball Head
DEVRIES	RONALD	Sr HS Basketball Boys Asst			Sr HS Softball Asst
MENSEN	BRIAN	Sr HS Basketball Boys Asst	ERICKSON	MARK	Sr HS Baseball Head
JOHNSON	TRISTIN	Jr HS Basketball Boys	KIPPLEY	JOSHUA	Sr HS Baseball Asst
		Jr HS Basketball Boys			

Sponsor Positions

LAST	FIRST	DESCRIPTION	LAST	FIRST	DESCRIPTION
ADAMS	CURTIS	Jr/Sr High Art Show	LOMBARD	BARBARA	Sr HS FB/BB Cheer Sponsor
WOOD	TAYLOR	Sr HS Instrumental Music	MCALPIN	DESTINY	Sr HS Wrestling Cheer
WOOD	TAYLOR	Sr HS Marching Band			Sr HS Junior Class Prom Sponsor
WOOD	TAYLOR	Sr HS Jazz Band	KLIMEK	CHERI	Sr HS National Honor Society
MULLENIX	COLEMAN	Weight Training	KIPPLEY	JOSHUA	Sr HS Student Council Co-Sponsor
KLIMEK	CHERI	Jr HS Student Council Sponsor	BRUNING	JESSIE	Sr HS Student Council Co-Sponsor
STEPHENS	JACQUE	Elem Art Show	LAPRELL	LAURA	Jr HS Fall Play Director
WOOD	TAYLOR	Sr HS Flag Corp			Jr HS Fall Play Asst. Director
		Elem Safety Patrol	MARSDEN	TERRA	Jr HS Spring Play Director
LAPRELL	LAURA	Sr HS Fall Play Director	MARSDEN	TIMOTHY	Jr HS Spring Play Asst. Director
ANDERZHON	BEVIN	Sr HS Fall Play Asst Director	WISER	JOSE	Sr HS Sm Gr Speech
WOOD	TAYLOR	Jr HS Instrumental Music	MANGOLD	KELSEY	Sr HS Lg Gr Speech
WOOD	TAYLOR	Jr HS Marching Band	MANGOLD	KELSEY	Sr HS Sm Gr Speech Asst.
WOOD	TAYLOR	Jr HS Jazz Band	WISER	JOSIE	Sr HS Lg Gr Speech Asst.
MARSDEN	TERRA	Jr HS Vocal Music			Jr HS Art
MARSDEN	TIMOTHY	Sr HS Vocal Music	LAPRELL	LAURA	Sr HS Yearbook
MARSDEN	TIMOTHY	Sr HS Mini Singers			Elem Vocal Music
MARSDEN	TIMOTHY	Sr HS Musical Director	BROWN	RILEY	FFA Sponsor
MARSDEN	TERRA	Sr HS Musical Assistant			FFA Asst Sponsor



March 28, 2022

Trebron Security, LLC
P.O. Box 68
Strasburg, PA 17579
Attn: Doug Peterson: 800-461-5538
dpeterson@trebron.com

Billed to:

Red Oak Community School District
2011 N. 8th Street
Red Oak, IA 51566
Attn: Kevin Herrick 712-621-3399
herrickk@roschools.org

Quote Number	Quote Valid Until	Payment Terms
02022022-DAP	4-29-22	Special Trebron Payment Plan / Net 30

☐ **2-Year Renewal through 7-16-2024**

Qty (Users)	Included Components	Term (Months)	Total Price (\$USD)
685	Sophos Central Intercept X Advanced – Renewal – Education	24	\$8,256.00
	Health Check, 2 hour, remote		No Charge
Total (Excluding tax as applicable):			\$8,256.00

Special Trebron Payment Plan

- ☐ Payment 1 Due July 10, 2022 \$4,128.00
- ☐ Payment 2 Due July 10, 2023 \$4,128.00

Notes:

- Licenses - granted pursuant to the terms of the Sophos End User License Agreement (EULA)

Order Confirmation: Please sign and fax to (206-527-4288) or email to your Trebron Account Executive. I understand that by signing this Purchase Order/Quote confirmation I agree to the following:

- I am authorized by the "billed to" party to purchase the item listed above.
- All information is accurate with regard to price, description, quantity and billing address.
- The "billed to" party agrees to pay the invoice in accordance with terms of Net 30.
- Late Charges will be billed after 30 days at 18% rate of interest including, but not limited to legal fees to collect.
- Product licenses provide rights to utilize the aforementioned software to a maximum of the quoted quantity.
- This quote shall in no way be construed as creating an obligation on the part of Sophos, but rather indicates a right and intent to enter into an agreement with the "billed to" party described above.
- To take advantage of the Trebron Payment Plan a "Trebron Purchase Agreement" will also need to be signed.**

Tax Exempt? ☐ Yes ☐ No (if yes, please supply tax exempt number or documentation showing tax exempt status)

Authorized Signature: _____ Date: _____

Print name: _____ Title: _____

Purchase Order #: _____ Ship to address same as Billed to? ☐ Yes ☐ No

Seattle, WA (Corporate)
Springfield, MO

5506 35th Ave NE, Seattle, WA 98105

Office (206) 527-3477 | Fax (206) 527-4288
Office (417) 473-9199 | Fax (206) 527-4288

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Date: March 28, 2022

Buyer: Red Oak Community School District

Trebron Account Executive: Doug Peterson
Trebron Security, LLC
P.O. Box 68
Strasburg, PA 17579
417-473-9199 Office
800-461-5538 Toll Free
dpeterson@trebron.com

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

Purchase Agreement

The Parties hereto, "Buyer," Red Oak Community School District and "Seller," Trebron Security, LLC hereby agree as follows:

1. **Description:** Buyer agrees to purchase from Seller, "Product" as listed in the table below for \$8,256.00 (Eight Thousand Two Hundred Fifty-Six United States Dollars and 00/100), plus applicable shipping costs and sales tax, unless Buyer is exempt from the payment of such tax and provides Seller with evidence of such exemption.

Qty (Users)	Included Components	Term (Months)
685	Sophos Central Intercept X Advanced – Renewal – Education	24
	Health Check, 2 hour, remote	

2. **Payment:** To be made to Seller in two annual installments of \$4,128.00 each. The first payment is due on or before July 10, 2022. The second and final payment is due on or before July 10, 2023. Payment Terms are net thirty (30) days from date of invoice. All payments shall be by check made payable to Trebron Security, LLC at the address listed above.
3. **Term:** Buyer's license for the product expires approximately July 16, 2024 (2 years).
4. **Representations:** Buyer understands that Seller is a reseller of hardware and software products. Buyer acknowledges that it has not relied on any representations by Seller and has independently investigated the products and determined the suitability of the products for Buyer's intended purposes.
5. **Warranty:** Seller shall pass through to Buyer any original manufacturers' warranties for Product acquired by Seller for Buyer, including Licensor's warranties for Product. Except for the foregoing, Seller shall deliver the Product "as is" and Seller makes no other warranty, express or implied, including any warranty of merchantability or fitness for a particular purpose.
6. **Limitation of Liability:** Under no circumstances will Seller be liable for any incidental, indirect, special or consequential damages from Buyer or any third party, including damages for lost revenue, profits, data or use, even if Seller has been advised of the possibility of such damages. In no event shall Seller's entire liability under this agreement exceed the price of the products under this Agreement.
7. **Indemnification:** Buyer shall defend, indemnify and hold harmless Seller, its owner, its employees and its agents from and against all damages, claims and liabilities of every nature whatsoever, including but not limited to reasonable legal expenses, arising in connection with or out of the improper or unauthorized operation, use, or repair of the products furnished to Buyer.
8. **Late Fees:** Late payments shall accrue interest beginning from the payment due date at a rate of eighteen percent (18%) per annum or the maximum allowable legal rate whichever is lower. In the event that any payment or amount owed is more than ninety (90) days past due, Seller may declare the entire amount due and owing in addition to accrued fees and costs. Buyer's failure to pay under this agreement may result in termination of Buyer's software license.
9. **Cancellation:** Once Seller has accepted Buyer's order, Buyer cannot cancel the agreement, in whole or in part, without Seller's express written consent. Such cancellation is conditioned upon Buyer's reimbursement to Seller for all costs incurred by Seller in connection with the order up to the time of cancellation—including, but not limited to Seller's cost for cancellation.
10. **Attorney's Fees:** In the event any cost or expense, including reasonable attorney's fees ("Costs") are incurred in the enforcement of this Agreement, the prevailing party shall be entitled to reimbursement for all such Costs in addition to damages.

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11. **Governing Law:** This Agreement shall be construed and interpreted in accordance with the laws of the Commonwealth of Pennsylvania. Venue for any and all actions shall be in the state or federal courts of Lancaster County, Pennsylvania.
12. **Software:** Buyer will negotiate all software license provisions of Product directly with the Licensor.
13. **Miscellaneous:** This Agreement must be executed on or before April 29, 2022 or it becomes void.
14. **Waiver:** The waiver of any breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach and shall be effective only if presented in writing.
15. **Severability:** If any provision of this Agreement is deemed invalid or unenforceable, all other provisions of this Agreement shall remain in full force and effect.
16. **Entire Agreement/Execution in Counterparts:** This Agreement constitutes the entire Agreement of the parties and may not be amended or superseded except in writing with execution by both parties. This Agreement may be executed in multiple counterparts, any of which need not contain the signatures of more than one party, but all such counterparts taken together shall constitute one and the same agreement. Facsimile or otherwise electronically submitted signatures (including email) shall be deemed to have the full force and effect of original ink signatures and shall be equally binding as though delivered directly by hand from one party to another.

Red Oak Community School District

IT Director Signature

Business Office Signature - Required

Printed Name

Printed Name

Title

Title

Date

Date

Must be signed by an authorized representative of Buyer

Trebron Security, LLC

Billing Information

Do you accept invoices via Email? Y ☐ N ☐

Signature

Accounts Payable Contact

Norbert van Dam

Printed Name

Email Address

President

Title

Phone

Date

**RED OAK COMMUNITY SCHOOL DISTRICT & WEST CENTRAL COMMUNITY ACTION
PRESCHOOL CONTRACTED SERVICES AGREEMENT**

West Central Community Action Head Start Program, hereinafter referred to as "Provider" and the Red Oak Community School District, hereinafter referred to as "Partner" wish to enter into an agreement under which Partner shall furnish certain designated services necessary to implementation of WCCA program operations funded by a Department of Health and Human Services Grant. For the purposes of this Agreement, the following terms and definitions shall be used:

TERMS	DEFINITIONS
Provider:	West Central Community Action (WCCA)
Provider Address:	1408 "A" Highway 44 PO Box 709 Harlan, IA 51537-0709
Partner:	Red Oak Community School District (ROCSD)
Partner Address:	Red Oak Community School District 2011 N. 8 th Street Red Oak, IA 51566
Site Location:	Inman Primary School 900 Inman Drive Red Oak, IA 51566
Covered Primary Services:	Health, Education, Nutrition and Disabilities portion of Center Based Head Start Programming.
Required Service Group for Primary Services:	The Partner will serve <u>20</u> Head Start income eligible children.
Minimum Services:	The Partner will operate the identified preschool classroom(s) working towards a minimum of 1,020 teacher/student contact hours per year exclusive of school holidays, weather-related closings and staff professional development days at all of the identified site locations. The Partner will meet full funded enrollment number by September 30, 2022. If the full funded enrollment number is not met then Head

TERMS	DEFINITIONS
	Both parties will provide Professional Development opportunities as prescribed by the Iowa Department of Education and HHS/ACF at no cost.
Program Curriculum and Head Start Program Performance Standards Monitoring:	<p>The Connect4Learning (C4L) Curriculum and the Head Start Program Standards (HSPPS) will be followed at the identified ROCSD Preschool Classrooms.</p> <p>Head Start staff will support and monitor the identified ROCSD preschool classrooms at least three times annually to ensure that HSPPS are being met. Provider monitoring reports will be provided to the Partner staff by the 15th of the following month.</p> <p>Please see attachment for monitoring items.</p>
Confidentiality:	<p>The Provider and Partner acknowledge confidentiality requirements that each must follow regarding the sharing and release, with the consent of families, of personally identifiable information regarding children and families.</p> <p>Each party will protect the rights of young children with respect to records and reports created, maintained, and used by each. It is the intent of this agreement to ensure that parents have rights of access and rights of privacy with respect to such reports and records, and that applicable State and Federal laws for exercise of these rights be strictly followed.</p>
Collaboration Meetings and Dispute Resolution:	<p>The Partner and Provider will first attempt to resolve any disputes or to solve problems among themselves.</p> <p>Issues will be resolved as they arise at the lowest level possible. The chain of command will be followed.</p> <p>Schedule Administrative meetings on a monthly basis. Meetings will occur face-to-face or via</p>

TERMS	DEFINITIONS
	Zoom to review local agreements, plan collaborative activities, and resolve issues.
<p>Covered Primary Services: Partner Responsibilities:</p>	<p>Will assign a full time Preschool Administrator to oversee the preschool classrooms throughout the school district.</p> <p>Teachers will conduct two home visits per school year for each family.</p> <p>Teachers will conduct two parent conferences per school year.</p> <p>Provide nursing services.</p> <p>The hiring, supervision, employment and professional development of preschool certified teachers and qualified substitutes that comply with the Head Start Program Performance Standards.</p> <p>Maintain accreditations, perform the registration and participant screening process for 3 and 4 year old children.</p> <p>Provide meal service to children at the identified location(s).</p> <p>Non-federal share match documentation for donated items such as: classroom staff wages, fringe benefits and associated costs not paid with Head Start funds, classroom materials/curriculum, furnishings, professional development and custodial services.</p>
<p>Covered Primary Services: Provider Responsibilities:</p>	<p>Provide a Head Start School and Community Partnership Coordinator who meets monthly with the preschool administrator as a Liaison between the two parties.</p> <p>Provide one (1) Family Advocate to support the needs of the Head Start children and families being served at each of the Provider's site</p>

TERMS	DEFINITIONS
	locations and classrooms.
Non-Federal Share Match Documentation:	The Partner will complete and submit to the Provider the Head Start Non-Federal Share Form at the beginning of the 2022 – 2023 school year.
Agreement And Termination Terms:	August 1, 2022 through July 31, 2023 The Provider and Partner are not bound by this agreement for more than the 2022-2023 school year.

The parties agree to abide by the specific terms and provisions of the following attachments which are incorporated into this agreement by reference and made a part of it:

- Basic Contract Provisions.
- Non-Federal Share Match Contribution Form.
- Pre-K Contracted Items.

Signature Page

Partner:

Red Oak Community School District:

By: _____
Superintendent

Date: _____

Provider:

West Central Community Action:

By: _____
Wendy Mueller, Executive Director

Date: _____

BASIC CONTRACT PROVISIONS

I. PURPOSE AND SCOPE OF AGREEMENT:

The purpose of this Agreement is to set out the terms and conditions between the Provider and Partner.

Achievement of the goals and objectives of the Head Start Program requires commitment from all levels and persons involved in the program. Policies, regulations and guidelines contribute to the effective and efficient process necessary for goal attainment. Both parties encourage and

expect philosophical commitment to the Head Start goals, as well as compliance with the approved grant application, the Preschool Contracted Services Agreement, all policies, regulations, and guidelines of HHS/ACF.

The services to be provided under this Agreement are designed to provide the following services at the same site setting and subject to the availability of funding:

- A. Financial support for a minimum of 1,020 teacher/student contact time;
- B. Transportation services to eligible rural children;
- C. Professional development for Preschool Teachers and Assistant Teachers;
- D. Provider Monitoring Reports of ongoing monitoring of Head Start Program Performance Standards and
- E. Transition planning and implementation for children and families into the K-12 ROCSD system.

II. PARTNER SERVICE RESPONSIBILITIES:

Partner shall provide the specified Covered Primary Services at the designated Location of Services for the specified Term of Agreement in accordance with Head Start Performance Standards. The maximum number of children to be served is 20

In addition to the specific provisions of this Agreement, Partner shall comply with all applicable state, federal, and local laws, rules, and regulations.

III. FUNDING:

Provider is responsible for no more than the specified Maximum Funding Level in Head Start Program funds to implement this Preschool Contracted Services Agreement. It is expressly understood and agreed that in no event will the total amount paid under this Agreement exceed the Maximum Funding Level for full and complete performance unless additional funding is specifically authorized in writing by the Provider.

IV. PROVIDER AND PARTNER METHODS FOR FISCAL MANAGEMENT:

Provider and Partner shall maintain such records and accounts, including property, personnel, and financial, as are deemed necessary by the Iowa Department of Education to assure proper accounting for all funds provided for this program. These records will be made available for audit purposes and will be retained for four(4) years after the expiration date of this contract and any renewals of it, unless permission to destroy them is granted by both the Partner and the Iowa Department of Education.

V. PARTNER PERSONNEL MANAGEMENT:

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Partner shall assure, certify, document and maintain that they are in compliance with the Head Start Performance Standard 1302.90 Personnel Policies:

There is a personnel management system covering staff that is consistent with the regulations set forth in Head Start Program Performance Standard (1302.90) and provides the Provider access to the Partner's personnel files, policies and procedures. This shall include, but not be limited to, a current organizational chart, performance appraisals and the sections that outline the Partner's policies on conducting interviews, verifying references, conduct a sex offender registry check and obtain one of the following: (i) State criminal history records, including fingerprint checks; or (ii) Federal Bureau of Investigation criminal history records, including fingerprint checks. The Partner has ninety (90) days after an employee is hired to complete the background check process by obtaining: (i) Whichever check listed above was not obtained prior to the date of hire; and, (ii) Child abuse and neglect state registry check, if available.

Partner will establish and maintain written personnel policies and procedures that are approved by the ROCSD school board and are available to all district staff.

Before a person is hired, directly or through contract, including transportation staff and contractors, a program must conduct an interview, verify references, conduct a sex offender registry check and obtain one of the following: (i) State criminal history records, including fingerprint checks; or, (ii) Federal Bureau of Investigation criminal history records, including fingerprint checks. The district has 90 days after an employee is hired to complete the background check process by obtaining: (i) whichever check listed above of this section was not obtained prior to the date of hire; and, the child abuse and neglect state registry check, if available.

Partner must review the information found in each employment application and complete background check to assess the relevancy of any issue uncovered by the complete background check including any arrest, pending criminal charge, or conviction and must use Child Care and Development Fund (CCDF) disqualification factors described in 42 U.S.C. 9858f(c)(1)(D) and 42 U.S.C. 9858f(h)(1) to determine whether the prospective employee can be hired or the current employee must be terminated.

Partner must ensure a newly hired employee, consultant, or contractor does not have unsupervised access to children until the complete background check process is complete.

Partner must conduct the complete background check for each employee, consultant, or contractor at least once every five (5) years which must include each of the four checks listed in above, and review and make employment decisions based on the information as described above, unless the program can demonstrate to the Provider that it has a more stringent system in place that will ensure child safety.

Partner must consider current and former program parent for employment vacancies for which such parents apply and are qualified.

Partner must ensure all staff, consultants, contractors, and volunteers abide by the program's standards of conduct that: (i) Ensure staff, consultants, contractors, and volunteers implement positive strategies to support children's well-being and prevent and address challenging behavior; (ii) Ensure staff, consultants, contractors, and volunteers do not maltreat or endanger the health or safety of children, including, at a minimum, that staff must not:

- (A) Use corporal punishment;
- (B) Use isolation to discipline a child;
- (C) Bind or tie a child to restrict movement or tape a child's mouth;
- (D) Use or withhold food as a punishment or reward;
- (E) Use toilet learning/training methods that punish, demean, or humiliate a child;
- (F) Use any form of emotional abuse, including public or private humiliation, rejecting, terrorizing, extended ignoring, or corrupting a child;
- (G) Physically abuse a child;
- (H) Use any form of verbal abuse, including profane, sarcastic language, threats, or derogatory remarks about the child or child's family; or,
- (I) Use physical activity or outdoor time as a punishment or reward;

(iii) Ensure staff, consultants, contractors, and volunteers respect and promote the unique identity of each child and family and do not stereotype on any basis, including gender, race, ethnicity, culture, religion, disability, sexual orientation, or family composition; (iv) Require staff, consultants, contractors, and volunteers to comply with program confidentiality policies concerning personally identifiable information about children, families, and other staff members in accordance with subpart C of part 1303 of this chapter and applicable federal, state, local, and tribal laws; and, (v) Ensure no child is left alone or unsupervised by staff, consultants, contractors, or volunteers while under their care.

Partner will maintain personnel policies and procedures that include appropriate penalties for staff, consultants, and volunteers who violate the standards of conduct.

Partner must ensure staff and program consultants or contractors are familiar with the ethnic backgrounds and heritages of families in the program and are able to serve and effectively communicate, either directly or through interpretation and translation, with children who are dual language learners and to the extent feasible, with families with limited English proficiency. If a majority of children in a classroom speak the same language, at least one classroom staff member must speak such language.

Partner will ensure each staff member has an initial health examination; ensure that staff do not, because of communicable diseases, pose a significant risk to the health or safety of others in the classroom that cannot be eliminated or reduced by reasonable accommodations in accordance with the Americans with Disabilities Act and section 504 of the Rehabilitation Act.

Partner will make mental health and wellness information available to staff regarding health issues that may affect their job performance and provide regularly scheduled opportunities to learn about mental health, wellness and health education.

VI. SUBMISSION OF REPORTS, RECORDS AND EVALUATIONS:

Both parties agree to prepare, retain and permit either party to inspect, as each party considers necessary, all records required for this program by the Iowa Department of Education and ACF/HHS regulations. Both parties agree to carry out monitoring and evaluation activities to include; at a minimum, periodic observations of the daily program, conferring with staff and parents, validation of self-assessment procedures and on-site visits to conduct specific activities. Both parties shall insure the cooperation of employees, policy groups and board members in those efforts.

Both parties agree to submit such reports as may be required by Iowa Department of Education, HHS/ACF directives, including (but not exclusive of) computer reports, Self-Assessment Instruments, improvement plans and financial reports. Representatives by either parties shall have the right to inspect all such records and reports as related to the Head Start and West Monona preschool program.

VII. PROVIDER GENERAL RESPONSIBILITY FOR SERVICE:

The Provider shall monitor, evaluate, and make assistance available to the Partner in conducting all activities under this Agreement.

VIII. PROVIDER SPECIFIC RESPONSIBILITIES FOR SERVICE:

Provider shall provide the following services:

- A. Assist in assuring education program improvement through monthly monitoring site visits.
- B. Systematically provide monthly monitoring reports to the Partner to ensure compliance with the Head Start Program Performance Standards.
- C. Provide and maintain one (1) Family Advocate to support Partner Head Start preschool children and families with support services that are required by the Head Start Program Performance Standards.
- D. Provide the required Head Start Program parent conferences and home visits required by the Head Start Program Performance Standards.
- E. Quarterly meetings to provide guidance on Head Start Program Performance Standards.

IX. DISCRIMINATION CLAUSE:

Partner and Provider will not discriminate against any person employed in the performance of this Agreement, or against any applicant for employment because of race, sex, age, creed, religion, color, national origin, sexual orientation, political affiliation, veteran's status, or

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handicapping condition. This requirement shall apply to, but not be limited to the following: employment, upgrading, demotion or transfer, selection for training, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and all other privileges, terms and conditions of employment.

No person shall, on the grounds of race, religion, sex, creed, color, national origin, sexual orientation, political affiliation, veteran's status, or handicapping condition be excluded from participation in, be denied the benefits of, or be subject to discrimination in the performance of this Agreement.

X. POLITICAL ACTIVITY PROHIBITED:

None of the funds, materials, property, services contributed by the Provider or the Partner under this Agreement shall be used for any partisan political activity, (1) to further the election or defeat of any candidate for public office, or to pay directly or indirectly, the salary or expenses of either party to this contract or their agent, to engage in any activity designed to influence legislation or appropriations pending before Congress, (2) to provide voters or prospective voters with transportation to the polls or similar assistance in connection with any such election or (3) to assist any voter registration activity. Nothing in the above statement is intended in any way to inhibit or discourage any party from exercising its lawful rights to attempt to influence legislation pending before Congress as long as the costs are not charged to this Preschool Contracted Services Agreement or the Head Start Program.

XI. DRUG FREE ENVIRONMENT:

Provider and Partner shall not permit use of drugs, alcohol, or tobacco by its employees or contractors at any Location used for Primary or Secondary Services, in any motor vehicles owned or provided by either party or otherwise used in conjunction with providing Primary or Secondary Services, or in any manner in the presence or in the view of the children and families being served under this Agreement.

XII. COMPLIANCE WITH APPROVED PROGRAM:

Provider agrees to perform all activities authorized by this Agreement in accordance with the approved work program, the approved program funding, and the grant conditions inclusive of Head Start Program Performance Standards, Program Instructions, CFR 45 (Administration of Grants), Audit Guide, Head Start guidelines and all other HHS/ACF directives.

XIII. SCHEDULE OF PAYMENT:

Provider agrees to pay the Partner as stated in the Method of Payment terms section of the Agreement. In no event shall the Partner payments to the Provider exceed the Maximum Funding for Services under this Agreement.

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XIV. CHANGES IN SERVICE:

Either party may request changes in the scope of the services to be performed under this Agreement. Mutually agreed upon changes, including any increase or decrease in the amount of the Provider's compensation or modification of the program funding, must be reduced to written form before they shall be enforceable by either party.

XV. COVENANT AGAINST CONTINGENT FEES:

Provider and Partner warrants that no person, selling agency or other organization has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee. For breach or violation of this warrant, either party shall have the right to annul this contract or otherwise recover the full amount of any such commission, percentage, brokerage or contingent fee, or to seek such other legal remedies as may be available.

XVI. HOLD HARMLESS, IDEMNIFICATION AND TERMINATION OF AGREEMENT:

Provider shall defend, indemnify, and hold harmless the Partner from and against any and all losses, claims, liabilities, damages, and expenses, including reasonable attorneys' fees and costs, arising out of any negligence, willful misconduct, violation of law, and/or breach of this Agreement by the Provider, its employees, or agents. The Partner shall defend, indemnify, and hold harmless the Provider from and against any and all losses, claims, liabilities, damages, and expenses, including reasonable attorneys' fees and costs, arising out of any negligence, willful misconduct, violation of law, and/or breach of this Agreement by the Provider, its employees, or agents. The provisions of this paragraph shall survive termination of this Agreement. Term and Termination.

The term of this Agreement shall commence on August 1, 2022 and end on July 31, 2023. The parties may renew this Agreement for an additional term as mutually determined by the parties.

Either party may terminate this Agreement upon written notice to the other party if the other party fails to comply with any of the provisions of this Agreement, provided written notice of the breach shall be given to the breaching party and the breaching party shall have at least ten (10) days to cure the breach. Either party may terminate this Agreement immediately upon written notice to the other party if the other party becomes the subject of a proceeding under state or federal law for relief of debtors, or if an assignment is made for the benefit of creditors. In addition, either party may terminate this Agreement, with or without cause, and without penalty, upon at least thirty (30) days' written notice to the Provider. Upon the expiration or termination of this Agreement, the Provider will pay the Partner for all earned amounts up to the effective date of expiration or termination.

Except in the case of the Provider's loss of funding from HHS, financial assistance under this contract shall not be terminated or reduced, or an application for refunding denied or financial assistance suspended for longer than thirty (30) days unless the Provider has been afforded reasonable notice.

XVII. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION:

- A. Partner and Provider each certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- B. Partner or Provider is unable now, or at any time during the term of this Agreement to certify to any of the statements in this certification, either party shall immediately provide an explanation in writing to the other party and this contract shall be subject to immediate termination by either party in the event participation is disallowed as a result of that debarment or suspension.

XVIII. INSURANCE REQUIREMENTS:

General Liability:	\$1,000,000.00 each occurrence \$2,000,000.00 aggregate \$5,000.00 medical expense per person \$1,000,000.00 personal & adv injury \$2,000,000.00 products/completed op.
Excess Liability Umbrella:	\$1,000,000.00 each occurrence \$1,000,000.00 aggregate
Professional Liability:	\$2,000,000.00 each occurrence \$2,000,000.00 aggregate
Sexual Abuse Coverage:	\$50,000.00 each person \$250,000.00 maximum
Worker's Compensation:	\$500,000.00 each accident \$500,000.00 each employee \$500,000.00 total policy