



Red Oak Community School District

604 S Broadway

Red Oak, Iowa 51566

712.623.6600

www.redoakschooldistrict.com

Regular Board of Directors Meeting/Work Session

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

Please Note Work Session will not be Available VIA Internet

Monday, April 25, 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
- 5.0 Consent Agenda
 - 5.1 Review and Approval of Minutes from April 11, 2022 *pg 3-4*
 - 5.2 Review and Approval of Monthly Business Reports *pg 5-12*
 - 5.3 Open Enrollment Requests Consideration
 - 5.3.1 Open Enrollment for 4th grader Willow Walters from Red Oak Community School District to Essex Community School District for the 2022-2023 school year
 - 5.3.2 Open Enrollment for 8th grader Rylan Walters from Red Oak Community School District to Essex Community School District for the 2022-2023 school year
 - 5.3.3 Rescinding Open Enrollment for 5th Grader Samuel Utecht from Red Oak Community School District to Stanton Community School District for the 2021-2022 school year returning to Red Oak Community School District effective immediately
 - 5.3.4 Rescinding Open Enrollment for 7th Grader Elaina Utecht from Red Oak Community School District to Stanton Community School District for the 2021-2022 school year returning to Red Oak Community School District effective immediately
 - 5.3.5 Rescinding Open Enrollment for 7th Grader Matthew Utecht from Red Oak Community School District to Stanton Community School District for the 2021-2022 school year returning to Red Oak Community School District effective immediately

5.4. Sharing Agreements

5.4.1 Transportation Sharing Agreement with Sidney Community School District for the 2022-2023 school year pg 13

5.5 Consortium Agreements

5.5.1 Consortium Agreement with Council Bluffs Community School District for 2021-2022 school year pg 14 - 26

5.6 Trip Request

5.6.1. Senior Class to travel to Worlds of Fun in Kansas City or Henry Doorly Zoo in Omaha, on May 19th, 2022

5.6.2 School Beyond School to travel to Henry Doorly Zoo on Saturday May 14, 2022

6.0 General Business for the Board of Directors

6.1 Old Business-None

6.2 New Business

6.2.1 Discussion/Approval of renewal of Specialty Underwriters Insurance for FY23 in the amount \$96,423 pg 27

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, May 9, 2022 – 5:30 pm
Red Oak Virtual Learning Center
Red Oak Jr./Sr. High

9.0 Adjournment

Board of Directors Work Session

I. Infrastructure Funding Sources

II. Current Space Limitations

III. Potential ROECC Expansion

IV. Facilities Assessment and Long-Range Planning RFP

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Red Oak Community School District
Meeting of the Board of Directors
Meeting Location: Virtual Classroom/ Phone/Internet
Red Oak Junior Senior High School Campus
April 11, 2022

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

Present

Directors: Bret Blackman via phone due to family event, Roger Carlson, Jackie DeVries, Bryce Johnson, Kathy Walker

Superintendent Ron Lorenz, Business Manager Deb Drey

Approval of Agenda

Motion by Director Walker, second by Director Johnson 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

The Music Boosters completed a \$20,000 fundraising project to purchase a four-head timpani. Aedynn Graham received the Hawkeye 10 All-Academic Award and Ryan Johnson received the Hawkeye 10 Character Award.

Barb Sims was awarded a STEM Scale-Up Program Grant to participate in the Project GUTS (Growing Up Thinking Scientifically).

The installation of the new playground equipment at Inman Elementary is complete.

Consent Agenda

Motion by Director Carlson, second by Director Walker to approve the consent agenda as presented including meeting minutes, monthly business reports, open enrollment requests, personnel considerations, special education agreement, and operational sharing agreements. Motion carried unanimously.

Open Enrollment Request

Motion by Director Walker, second by Director Johnson to deny the open enrollment request for Jaydin Jones and Ashton Williams for the 2022-2023 school year due to not meeting the deadline or good cause. Motion carried unanimously.

Purchase Football Uniforms

Motion by Director Carlson, second by Director Walker to approve the purchase of football uniforms from Danco in the amount of \$25,308.30. Motion carried unanimously.

Food Service Agreement Extension

Motion by Director Carlson, second by Director Walker to approve the first extension to the Fixed Price Agreement with OPAA for the 2022-2023 school year. Motion carried unanimously.

Back to School Gathering

Motion by Director Walker, second by Director Johnson to set the all-staff back to school gathering on August 19, 2022. Motion carried unanimously.

Continuation of April 11, 2022, Meeting Minutes-Page 2

Seasonal Activities Sponsors

Motion by Director Johnson, second by Director Carlson to approve the hiring of up to three seasonal activities sponsors for the 2022-2023 school year at a salary of \$3,780 each. Motion carried unanimously.

2022-2023 Supplemental Contracts

Motion by Director Carlson, second by Director Johnson to approve issuing the 2022-2023 supplemental contracts. Motion carried unanimously.

Summer School

Motion by Director Johnson, second by Director Walker to approve using ESSER III funds to provide summer school, certified personnel service incentives, and pay para-professionals and other staff. Motion carried unanimously.

Sophos Antivirus Renewal

Motion by Director Walker, second by Director Carlson to approve the two-year renewal for Sophos Antivirus with Trebron in the amount of \$8,256. Motion carried unanimously.

2022-2023 Head Start Agreement

Motion by Director Johnson, second by Director Walker to approve the agreement with West Central Community Action for Head Start Preschool for 2022-2023. Motion carried unanimously.

Adjournment

Motion by Director Carlson, second by Director Johnson to adjourn the meeting at 6:47 p.m. Motion carried unanimously.

Next Board of Directors Meeting

Monday, April 25, 2022 – 5:30 p.m.
Virtual Classroom/Phone/Internet
Red Oak Junior Senior High School Campus

Jackie DeVries, Vice President

Deb Drey, Board Secretary

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Vendor Name	Invoice Number	Amount
Account Number	Detail Description	Amount
Checking Account ID 1	Fund Number 10	OPERATING FUND
AHLERS & COONEY	821030	532.50
10 9010 2310 000 0000 342	March 2022 Legal Services	532.50
Vendor Name AHLERS & COONEY		<u>532.50</u>
CAPITAL SANITARY SUPPLY CO.	056493	2,955.60
10 9010 2620 000 0000 618	District Janitorial Supplies	2,955.60
Vendor Name CAPITAL SANITARY SUPPLY CO.		<u>2,955.60</u>
CENTURY LINK	040122CL	176.00
10 9010 2490 000 0000 530	Two-Way Transmitter	176.00
Vendor Name CENTURY LINK		<u>176.00</u>
CHEMEX INDUSTRIES, INC.	32841	257.13
10 9010 2630 000 0000 618	Distirct Urinal Treatment	257.13
Vendor Name CHEMEX INDUSTRIES, INC.		<u>257.13</u>
COACH SLOTH	41422CS	585.00
10 0418 1999 950 7415	IES Book Buy	585.00
Vendor Name COACH SLOTH		<u>585.00</u>
COCA-COLA BTLG OF OMAHA	10764561	303.75
10 0418 3200 000 8901 618	IES Coca Cola order	303.75
Vendor Name COCA-COLA BTLG OF OMAHA		<u>303.75</u>
CUMMINS SALES AND SERVICE	J3-52248	618.67
10 0109 2640 000 0000 433	Quarterly Generator Inspection	618.67
CUMMINS SALES AND SERVICE	J3-52249	355.06
10 0109 2640 000 0000 433	Battery Replacement	355.06
Vendor Name CUMMINS SALES AND SERVICE		<u>973.73</u>
DICKEL DUIT OUTDOOR POWER, INC.	55654	162.88
10 9010 2640 000 0000 618	Mower Repair	162.88
Vendor Name DICKEL DUIT OUTDOOR POWER, INC.		<u>162.88</u>
FAREWAY FOOD STORES	33122FW	45.88
10 0445 1000 460 3117 612	Prek Snacks	45.88
FAREWAY FOOD STORES	33122FW-1	63.78
10 0109 1300 340 0000 612	FACS Groceries	63.78
FAREWAY FOOD STORES	33122FW-2	136.01
10 0109 1300 340 0000 612	FACS Groceries	136.01
Vendor Name FAREWAY FOOD STORES		<u>245.67</u>
FIRST BANKCARD - DEB DREY	FBCDD41122	37.43
10 9010 2310 000 0000 580	Dinner - IASBO Spring Conference	37.43
FIRST BANKCARD - DEB DREY	FBCDD41122-1	192.00
10 9010 2235 000 4045 358	GoTo Meeting Renewal 21-22	192.00
FIRST BANKCARD - DEB DREY	FBCDD41122-2	96.57
10 0418 2620 000 0000 618	IES Cable and Ferrules	96.57
Vendor Name FIRST BANKCARD - DEB DREY		<u>326.00</u>

Vendor Name	Invoice Number	Amount
Account Number	Detail Description	Amount
FIRST BANKCARD - HEIDI HARRIS 10 0418 1000 100 8001 612	FBCHH41122 PTO Carnival Items	346.28 346.28
FIRST BANKCARD - HEIDI HARRIS 10 9010 2310 000 0000 580	FBCHH41122-1 Accommodations - IASBO Spring Conference	344.27 304.64
10 9010 2310 000 0000 580	Meal - IASBO Spring Conference	39.63
FIRST BANKCARD - HEIDI HARRIS 10 0418 2630 000 0000 618	FBCHH41122-2 IES Retainer Magnet	48.15 48.15
FIRST BANKCARD - HEIDI HARRIS 10 9010 2620 000 0000 618	FBCHH41122-3 Manual Pencil Sharpeners	105.44 105.44
FIRST BANKCARD - HEIDI HARRIS 10 0109 1000 100 4045 618	FBCHH41122-5 8 Cases Kleenex - ISASP Testing	375.84 375.84
FIRST BANKCARD - HEIDI HARRIS 10 0418 1000 100 8001 612	FBCHH41122-6 PTO Carnival Items	194.81 194.81
Vendor Name FIRST BANKCARD - HEIDI HARRIS		<u>1,414.79</u>
FIRST BANKCARD - OFFICE CARD 4 10 0109 2410 000 0000 531	FBC441122-1 Jr/Sr HS Certified Mail	7.38 7.38
Vendor Name FIRST BANKCARD - OFFICE CARD 4		<u>7.38</u>
FRANKLIN PLANNER CORPORATION 10 0418 1000 100 8001 612	33122 Classroom Organizer	39.62 39.62
Vendor Name FRANKLIN PLANNER CORPORATION		<u>39.62</u>
HOLT WOODWORKING, INC. BDA LEADING EDGE LAMINATING 10 0418 1000 100 8001 612	49177 Lamination Rolls/Use PTO FUNDS	385.50 385.50
Vendor Name HOLT WOODWORKING, INC. BDA LEADING EDGE LAMINATING		<u>385.50</u>
HY VEE FOOD STORES 10 0418 2620 000 0000 618	041122HV IES Water Softener Pellets	363.51 363.51
HY VEE FOOD STORES 10 9010 2134 000 0000 618	041122HV-1 Baggies for Ice Packs - IES (Nurse)	14.04 14.04
HY VEE FOOD STORES 10 0418 2620 000 4045 618	041122HV-2 IES Playground Mulch	5,482.50 5,482.50
HY VEE FOOD STORES 10 0109 1300 340 0000 612	041122HV-3 FACS Groceries	18.28 18.28
Vendor Name HY VEE FOOD STORES		<u>5,878.33</u>
INTECONNEX 10 9010 2235 000 0000 359	12562 Tech Support	945.00 945.00
Vendor Name INTECONNEX		<u>945.00</u>
JOSTENS 10 0109 2410 000 0000 618	2022 1071417 DOUBLE HONOR CORDS GRADUATION	175.00 175.00
Vendor Name JOSTENS		<u>175.00</u>
MIDAMERICAN ENERGY 10 0109 2620 000 0000 622	524679590 Fieldhouse Electricity 2- 3/2022	750.36 750.36
MIDAMERICAN ENERGY	524769823	249.19

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Vendor Name	Invoice Number	Amount
Account Number	Detail Description	Amount
10 9010 2620 000 0000 622	Sports Complex Electricity 3/2022	249.19
Vendor Name MIDAMERICAN ENERGY		<u>999.55</u>
MONTGOMERY CO. MEMORIAL HOSP.	700000592	454.00
10 9010 2700 000 0000 271	DOT Physicals	230.00
10 9010 2700 000 0000 346	Mandatory Drug Testing	224.00
Vendor Name MONTGOMERY CO. MEMORIAL HOSP.		<u>454.00</u>
PYRAMID EDUCATIONAL CONSULTANTS, INC	00148630	52.00
10 0445 1200 214 3204 618	Communication Book Straps	52.00
Vendor Name PYRAMID EDUCATIONAL CONSULTANTS, INC		<u>52.00</u>
QUADIENT	041322Q	1,039.00
10 9010 2410 000 0000 531	District Postage Refill	1,039.00
Vendor Name QUADIENT		<u>1,039.00</u>
RED OAK DO IT CENTER	102944	1.75
10 0418 2620 000 0000 618	IES Bolts/Screws	1.75
RED OAK DO IT CENTER	102946	124.74
10 0109 2620 000 0000 618	Football Field Restroom Paint	124.74
RED OAK DO IT CENTER	103052	39.00
10 0109 2620 000 0000 618	Jr/Sr HS Rope for Carpet Rolls	39.00
Vendor Name RED OAK DO IT CENTER		<u>165.49</u>
RIVERSIDE TECHNOLOGIES, INC	0346055-IN	3,180.58
10 9010 2235 000 4055 358	Engineering Services	2,195.00
10 9010 2235 000 4055 618	AP Cable Run/Installation	985.58
RIVERSIDE TECHNOLOGIES, INC	345072-IN	760.00
10 9010 2235 000 4045 359	April 2022 Managed Svcs	760.00
Vendor Name RIVERSIDE TECHNOLOGIES, INC		<u>3,940.58</u>
SAFEGUARD BUSINESS SYSTEMS	34941510	147.82
10 9010 2310 000 0000 611	General Fund Deposit Books	147.82
Vendor Name SAFEGUARD BUSINESS SYSTEMS		<u>147.82</u>
SCHOOL SPECIALTY LATTA DIV.	308103957738	439.71
10 0418 1200 431 4501 618	Summer School Supplies	439.71
SCHOOL SPECIALTY LATTA DIV.	308103960976	159.48
10 0109 2120 000 0000 618	AVERY 2X4 LABELS ASST NEON COLORS PACK O	36.38
10 0109 2120 000 0000 618	POST-IT FLAGS, RED	5.84
10 0109 2120 000 0000 618	POST-IT FLAGS, BLUE	5.84
10 0109 2120 000 0000 618	AVERY VIEW 3-RING BINDER, 1 INCH, BLACK	60.00
10 0109 2120 000 0000 618	SCHOOL SMART RULED STENO NOTEBOOK, 6X9,	3.68
10 0109 2120 000 0000 618	BLUELINE NOTEPAD	5.58
10 0109 2120 000 0000 618	BIC MATIC GRIP MECHANICAL PENCILS, 0.7mm	16.76
10 0109 2120 000 0000 618	SCHOOL SMART PERMANENT MARKERS, CHISEL T	7.21
10 0109 2120 000 0000 618	NEENAH WHITE CARDSTOCK, PACK OF 250	18.19



Vendor Name	Invoice Number	Amount
Account Number	Detail Description	Amount
Vendor Name	SCHOOL SPECIALTY LATTA DIV.	<u>599.19</u>
SHOOK MUSIC STUDIO	2	275.00
10 0109 2600 910 6210 433	Piano Tuning	275.00
SHOOK MUSIC STUDIO	2-1	470.00
10 0109 2600 910 6210 433	Piano Tuning	470.00
Vendor Name	SHOOK MUSIC STUDIO	<u>745.00</u>
SOUTHSIDE SALES & SERVICE	3536	121.00
10 9010 2630 000 0000 618	Dump Trailer Rental	121.00
Vendor Name	SOUTHSIDE SALES & SERVICE	<u>121.00</u>
THYSSENKRUPP ELEVATOR CORP	1000424475	171.44
10 0109 2640 000 0000 433	Jr/Sr HS Elevator Maintenance	171.44
Vendor Name	THYSSENKRUPP ELEVATOR CORP	<u>171.44</u>
UNITED FARMERS COOPERATIVE	33122UFMC	4,449.14
10 9010 2700 217 3303 626	Sped Ethanol - March 2022	1,580.89
10 9010 2700 000 0000 626	Ethanol - March 2022	2,373.02
10 9010 2700 000 0000 626	Ethanol - Truck/Utility 3/22	85.06
10 9010 2700 000 0000 627	Diesel - March 2022	410.17
UNITED FARMERS COOPERATIVE	33122UFMC-1	27.13
10 0109 2620 000 0000 618	Jr/Sr HS Janitorial Supplies	9.99
10 9010 2620 000 0000 618	District Janitorial Supplies	17.14
Vendor Name	UNITED FARMERS COOPERATIVE	<u>4,476.27</u>
UNITY POINT CLINIC	040122UP	126.00
10 9010 2700 000 0000 346	Mandatory Drug Testing	126.00
Vendor Name	UNITY POINT CLINIC	<u>126.00</u>
WEST CENTRAL COMMUNITY ACTION	032922Jack	250.00
10 0418 1920 000 8903	Project Jack Donation	250.00
Vendor Name	WEST CENTRAL COMMUNITY ACTION	<u>250.00</u>
Fund Number	10	<u>28,651.22</u>
Checking Account ID	1	28,651.22
Checking Account ID	3	
ABRAHAM LINCOLN SCHOOL	Fund Number 21	STUDENT ACTIVITY FUND
	041422ALS	100.00
21 0109 1400 920 6840 810	HS Boys Track	100.00
Vendor Name	ABRAHAM LINCOLN SCHOOL	<u>100.00</u>
FIRST BANKCARD - HEIDI HARRIS	FBCHH41122-4	261.73
21 0109 1400 950 7413 618	Prom Supplies	261.73
Vendor Name	FIRST BANKCARD - HEIDI HARRIS	<u>261.73</u>
FIRST BANKCARD - OFFICE CARD 4	FBC441122	606.06
21 0109 1400 920 6600 618	Esports Jerseys	606.06
FIRST BANKCARD - OFFICE CARD 4	FBC441122-2	256.62
21 0109 1400 910 6220 580	AD Convention Hotel	256.62
FIRST BANKCARD - OFFICE CARD 4	FBC441122-3	12.25
21 0109 1400 950 7407 618	Food	12.25
Vendor Name	FIRST BANKCARD - OFFICE CARD 4	<u>874.93</u>

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Vendor Name	Invoice Number	Amount
Account Number	Detail Description	Amount
GLENWOOD COMMUNITY SCHOOLS	040822GCSB	100.00
21 0109 1400 920 6600 810	Boys Ram Relays	100.00
GLENWOOD COMMUNITY SCHOOLS	040822GCSDR	180.00
21 0109 1400 920 6600 810	9/10 Ram Relays	180.00
GLENWOOD COMMUNITY SCHOOLS	040822GCSG	100.00
21 0109 1400 920 6840 810	HS Girls Track	100.00
Vendor Name GLENWOOD COMMUNITY SCHOOLS		<u>380.00</u>
IOWA FFA ASSOCIATION	32822IAFFA	315.00
21 0109 1400 950 7407 810	Leadership Conference Registration	315.00
Vendor Name IOWA FFA ASSOCIATION		<u>315.00</u>
IOWA HIGH SCHOOL MUSIC ASSOC	1837	100.00
21 0109 1400 910 6210 618	Large Group Vocal Registration	100.00
IOWA HIGH SCHOOL MUSIC ASSOC	1924	125.00
21 0109 1400 910 6210 618	Large Group Band Registration	125.00
IOWA HIGH SCHOOL MUSIC ASSOC	DISTRICTS	246.00
21 0109 1400 910 6210 618	District Music Contest Donations	246.00
Vendor Name IOWA HIGH SCHOOL MUSIC ASSOC		<u>471.00</u>
JOSTENS	202208556	4,373.50
21 0109 1400 950 7426 618	Yearbooks 21-22	4,373.50
Vendor Name JOSTENS		<u>4,373.50</u>
NATIONAL FFA ORGANIZATION	MDS251938	49.50
21 0109 1400 950 7407 618	FFA Scrapbook	49.50
Vendor Name NATIONAL FFA ORGANIZATION		<u>49.50</u>
SHENANDOAH COMMUNITY SCHOOLS	41422SCSDB	100.00
21 0109 1400 920 6660 810	Boys Golf Tourney	100.00
SHENANDOAH COMMUNITY SCHOOLS	41422SCSDBT	100.00
21 0109 1400 920 6840 810	HS Boys Track Entry	100.00
SHENANDOAH COMMUNITY SCHOOLS	41422SCSDG	100.00
21 0109 1400 920 6840 810	HS Girls Track Entry	100.00
SHENANDOAH COMMUNITY SCHOOLS	41422SCSDGG	100.00
21 0109 1400 920 6660 810	Girls Golf Entry	100.00
Vendor Name SHENANDOAH COMMUNITY SCHOOLS		<u>400.00</u>
TREYNOR COMMUNITY SCHOOL	41422TCS	100.00
21 0109 1400 920 6840 810	HS Girls Track	100.00
Vendor Name TREYNOR COMMUNITY SCHOOL		<u>100.00</u>
WHYE'S CHOICE FUNDRAISING	122030138	3,223.50
21 0109 1400 910 6121 618	JH Choir Fundraiser	3,223.50
Vendor Name WHYE'S CHOICE FUNDRAISING		<u>3,223.50</u>
Fund Number 21		<u>10,549.16</u>
Checking Account ID 3		<u>10,549.16</u>

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RED OAK COMMUNITY SCHOOLS 2022

MARCH RECONCILIATION REPORT

	GENERAL FUND	MANAGEMENT	PHYSICAL PLANT AND DEBT SERVICE	SAVE TAXES/REV BONDS	BEFORE/AFTER SCHOOL
Beg. Balance 3-01-2022	\$ 4,736,644.46	\$ 1,417,376.78	\$ 3,071,842.65	\$ 2,098,480.62	\$ 8,049.79
Revenue	\$ 943,743.98	\$ 6,515.53	\$ 23,019.85	\$ 181,065.49	
Expenditure	\$ 985,594.51	\$ 21,710.50	\$ 133,639.73	\$ 73,807.16	
Balance 3-31-2022	\$ 4,694,793.93	\$ 1,402,181.81	\$ 3,094,862.50	\$ 2,205,738.95	\$ 8,049.79
Balance 3-31-2021	\$ 3,685,673.67	\$ 1,495,350.53	\$ 2,965,521.45	\$ 1,818,512.62	\$ 8,049.79

Checking Account .20%	Checking Account	\$ 12,808,604.22
	Outstanding Deposit	\$ 26,307.00
	ISJIT	State Tax double payment
	Petty Cash	\$ 100.00
	Outstanding Checks	\$ 26,064.67
		\$ 12,808,946.55

	ACTIVITY FUND	NUTRITION FUND
Beg. Balance 3-01-2022	\$ 148,447.73	\$ 392,758.95
Revenue	\$ 20,960.27	\$ 87,828.52
Expenditure	\$ 19,798.92	\$ 63,008.04
Balance 3-31-2022	\$ 149,609.08	\$ 417,579.43

Balance 3-31-2021	\$ 154,746.39	\$ 189,593.97
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Checking Account .20%	\$ 155,049.11	\$ 417,579.43
Petty Cash Boxes	\$ 1,200.00	\$ -
Outstanding cks	\$ 6,640.03	\$ -
	\$ 149,609.08	\$ 417,579.43

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PHYSICAL PLANT AND EQUIPMENT LEVY

	2019-2020	2020-2021	2021-2022
Beginning Balance (July 1)	\$1,890,230.76	\$2,325,854.73	\$ 2,726,998.24
Add: Revenue			
Property Taxes	\$133,465.25	\$137,149.56	\$ 84,593.18
Voted PPEL	\$463,024.13	\$420,570.90	\$ 280,248.29
Voted PPEL Surtax	\$513,685.81	\$493,222.30	\$ 174,559.79
Utility Replacement Tax (SAVE)	\$4,013.32	\$3,864.00	\$ 1,785.36
Utility Replacement Tax (SAVE)	\$14,682.89	\$13,925.08	\$ 10,284.42
Mobile Home Tax	\$45.09	\$61.01	\$ 33.71
Voted PPEL Mobile Home	\$217.11	\$188.87	\$ 225.36
Military Credit	\$34.53	\$41.22	\$ 31.27
Military Credit (SAVE)	\$126.30	\$115.82	\$ 0.56
Commercial Industrial tax	\$2,315.42	\$2,160.74	\$ 1,050.96
Commercial Ind. Voted PPEL	\$8,470.90	\$7,786.86	\$
Interest	\$6,330.03	\$5,392.12	\$ 4,344.98
MS Sale	\$5,000.00	\$	\$ 2,000.00
Prior Year Expenditure	\$	\$	\$
ERATE Reimbursement	\$	\$	\$
Subtotal	\$1,151,410.78	\$1,084,478.48	\$ 559,157.88
TOTAL AVAILABLE	\$3,041,641.54	\$3,414,333.21	\$ 3,286,156.12

Add: Revenue			
Property Taxes			
Voted PPEL			
Voted PPEL Surtax			
Utility Replacement Tax			
Utility Replacement Tax (SAVE)			
Mobile Home Tax			
Voted PPEL Mobile Home			
Military Credit			
Military Credit (SAVE)			
Commercial Industrial tax			
Commercial Ind. Voted PPEL			
Interest			
MS Sale			
Prior Year Expenditure			
ERATE Reimbursement			
Subtotal			
TOTAL AVAILABLE			

LESS: Expenditures			
School Dude	\$2,669.44	\$84,589.28	\$ 17,052.94
Frontline Technology	\$24,311.80	\$16,264.13	\$ 84,897.28
Forecast5	\$14,225.00	\$22,158.00	\$ 14,426.00
Software Unlimited	\$7,900.00	\$61,602.40	\$ 8,195.00
Ray Martin-HVAC Service Agreement	\$7,725.00	\$33,987.85	\$ 5,120.00
May/June Rent Council Bluffs Sp Ed	\$1,330.98	\$308.00	\$ 61,602.40
Riverside Tech-Fiber	\$2,000.00	\$728.08	\$
Boland Rec-Playground	\$69,900.00	\$732.80	\$
School Dude	\$5,386.32	\$759.74	\$
Miracle Recreation-Playground	\$965.75	\$791.55	\$
Infinite Campus	\$3,596.00	\$1,346.07	\$
Aug/Sept Rent Council Bluffs Sp Ed	\$756.24	\$23,233.00	\$
School Dude	\$1,101.82	\$803.32	\$
Oct Rent Council Bluffs Sp Ed	\$732.69	\$805.35	\$
Electronic Contracting-IES Intercom	\$2,445.50	\$803.32	\$
CIC-Infinite Campus Assessment Import	\$1,000.00	\$803.32	\$
BI State Electronics-Trans Radios	\$16,234.00	\$803.32	\$
Nov Rent Council Bluffs Sp Ed	\$694.44	\$803.32	\$
Dec Rent Council Bluffs Sp Ed	\$680.40	\$803.32	\$
Jan Feb Rent Council Bluffs Sp Ed	\$1,403.91	\$803.32	\$
Lee Jensen-Fork Lift	\$1,500.00	\$803.32	\$
Mar Rent Council Bluffs Sp Ed	\$713.16	\$803.32	\$
Infinite Campus	\$23,492.00	\$803.32	\$
Inpro Corp-JSHS Wall Protectors	\$9,873.06	\$803.32	\$
Midwest Tennis & Track	\$37,850.00	\$803.32	\$
Subtotal	\$235,487.51	\$248,913.37	\$ 191,293.62
Cash Balance	\$2,806,154.03	\$3,165,419.84	\$ 3,094,862.50

LESS: Expenditures			
Chrome Book Lease			
Frontline Software			
Forecast5			
School Bus Lease			
RO Chrysler-Ford Transport Van			
Chrome Book Lease			
Rent Council Bluffs Sp Ed			
Rent Council Bluffs Sp Ed			
Rent Council Bluffs Sp Ed			
Rent Council Bluffs Sp Ed			
Rent Council Bluffs Sp Ed			
Infinite Campus Software Renewal			
Rent Council Bluffs Sp Ed			
Rent Council Bluffs Sp Ed			
Rent Council Bluffs Sp Ed			
Subtotal			
Cash Balance			

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Capital Projects Fund

	2019-2020		2020-2021		2021-2022
Beg Balance (July 1)	\$11,775,798	Beg Balance (July 1)	\$1,888,719	Beg Balance (July 1)	\$1,830,921
Add: Revenue		Add: Revenue		Add: Revenue	
1¢ Sales Tax	\$980,624	1¢ Sales Tax	\$950,493	1¢ Sales Tax	\$982,195
Interest	\$101,122	Interest	\$3,688	Interest	\$3,088
Insurance-ROECC	\$25,000				
AOI Refund	\$3,069				
Subtotal	\$12,885,613	Subtotal	\$2,842,900	Subtotal	\$2,816,204
LESS: Expenditures		LESS: Expenditures		LESS: Expenditures	
Construction Expense	\$2,069,959	Chrome Book Lease	\$10,097	Chromebook Lease	\$10,097
Alley Pynor	\$10,564	ROECC Construction Exp	\$7,768	Record FB/BB Fields Deed	\$22
Boyd Jones	\$167,405	Admin Office Const Exp	\$7,696	Revenue Bond Payment	\$73,807
YMCA-Rent	\$800	District Signage	\$28,312	Revenue Bond Payment	\$73,807
Mickey Anderson Rent	\$1,200	Trans Office Const Exp	\$1,998	Revenue Bond Payment	\$73,801
Wilson Rent	\$3,700	Trans Office Const Exp	\$5,600	Revenue Bond Payment	\$73,807
Construction Expense	\$853,942	Rev Bond Pymt Transfer	\$221,920	District Signage	\$9,895
Alley Pynor	\$17,561	Jerry's Basement Waterproof	\$821	Revenue Bond Payment	\$73,807
Boyd Jones	\$171,740	Trans Office Const Exp	\$984	Revenue Bond Payment	\$73,807
Mickey Anderson Rent	\$1,200	Rev Bond Pymt Transfer	\$73,973	Revenue Bond Payment	\$73,807
Wilson Rent	\$2,500	Trans Office Const Exp	\$1,521	Revenue Bond Payment	\$73,807
Omni Partners-Rent Plaza	\$2,400	ROECC Abstract	\$345		
604 S Broadway Purchase	\$219,542	ROECC Construction Exp	\$5,785		
Mickey Anderson Rent	\$1,200	Chrome Book Lease	\$30,620		
Construction Expense	\$1,957,595	Rev Bond Pymt Transfer	\$147,946		
Alley Pynor	\$108,508	Boyd Jones-Admin Center	\$6,755		
Boyd Jones	\$272,955	Rev Bond Pymt Transfer	\$73,973		
Boyd Jones	\$149,361	ROECC Lighting	\$822		
Mickey Anderson Rent	\$1,200	Consession Stand Breaker	\$852		
Alley Pynor	\$6,357	Rev Bond Pymt Transfer	\$73,973		
Construction Expense	\$245,190	Rev Bond Pymt Transfer	\$73,973		
Construction Expense	\$100,241	Rev Bond Pymt Transfer	\$73,973		
Boyd Jones	\$75,195	ASI Signage	\$1,236		
Alley Pynor	\$7,875	Rev Bond Pymt Transfer	\$73,973		
ROECC Construction Exp	\$82,892	ASI Signage	\$13,090		
ROECC Alley Poyner	\$2,500	Rev Bond Pymt Transfer	\$73,973		
Mickey Anderson Rent	\$1,200				
Berens Tate-Bond Fund Rep	\$3,000				
Chrome Book Lease	\$30,620				
Mickey Anderson Rent	\$1,200				
Debt Service Fund Transfer	\$885,364				
Alley Pynor	\$18,127				
Boyd Jones	\$72,412				
Construction Expense	\$260,353				
Alley Pynor	\$12,226				
Construction Expense	\$258,651				
Mickey Anderson Rent	\$1,200				
Audit Adjustment-Interest Pa	\$100,682				
Construction Expense	\$15,556				
Trans Wash Bay Curtains	\$3,740				
Mickey Anderson Rent	\$1,200				
Construction Expense	\$918,001				
Boyd Jones	\$51,511				
Mickey Anderson Rent	\$1,200				
Construction Expense	\$481,052				
Mickey Anderson Rent	\$1,200				
Boyd Jones	\$77,893				
Alley Pynor	\$16,976				
Alley Pynor	\$3,532				
Boyd Jones	\$85,933				
Construction Expense	\$269,605				
Alley Pynor	\$333				
Construction Expense	\$115,154				
Revenue Bond Payment	\$792,099				
Subtotal	\$11,013,600	Subtotal	\$1,011,979	Subtotal	\$610,465
Fund Balance	\$1,872,013	Fund Balance	\$1,830,921	Fund Balance	\$2,205,739

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CONTRACT AGREEMENT
Red Oak Community School District and Sidney Community School District
Shared Director of Transportation Position

This contract is entered into between the Board of Education of Red Oak Community School District, State of Iowa and the Board of Education of the Sidney Community School District, State of Iowa.

Travel costs and any other costs related to performance of duties related to the shared agreement will be shared on a 80%-20% basis.

The Sidney Community School District will provide the following services to the Red Oak Community School District:

Director of Transportation Position: 80%-20% Basis

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

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

President or Designee
Red Oak Community School District _____

Date _____

President or Designee
Sidney Community School District *Drew M. Johnson*

Date 4/12/2022

**2021-2022 Consortium Agreement
to Jointly Administer an Instructional Program
at CHILDREN'S SQUARE (Learning Center) and HEARTLAND FAMILY SERVICE
(Therapeutic School)
Located within the boundaries of the COUNCIL BLUFFS Community School District**

This Agreement between the member school districts whose signatures appear at the end of this document (hereafter "members"), including the COUNCIL BLUFFS Community School District (hereafter "host"), is to establish a jointly administered program for the enrollment of students from the host and members' school districts in the consortium day programs located at CHILDREN'S SQUARE and HEARTLAND FAMILY SERVICE pursuant to Iowa Code sections 28E.3 and 280.15(1) to provide quality education and activities for students enrolled from each member district, by the most efficient and economically responsible means; and

Whereas, each member wishes to enroll one or more of its students in (the K-12) consortium day programs that are offered and available at the CHILDREN'S SQUARE (Learning Center) and HEARTLAND FAMILY SERVICE (Therapeutic School) sites and that are not otherwise available at each member's site, and

Whereas, the host is willing to jointly administer the programs and activities at the CHILDREN'S SQUARE and HEARTLAND FAMILY SERVICE sites with the members with the costs determined as stated in this Agreement, and

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

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

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

PURPOSE

The COUNCIL BLUFFS Community School District, pursuant to Iowa Code section 274.1, has the exclusive authority and responsibility to provide the instructional programs on the CHILDREN'S SQUARE and HEARTLAND FAMILY SERVICE campuses. Each member school district, pursuant to Iowa Code, has responsibility for the educational outcomes of its resident students when the districts are jointly administering an instructional program. Members

sending students to the CHILDREN'S SQUARE and HEARTLAND FAMILY SERVICE site programs will become members of the COUNCIL BLUFFS CONSORTIUM. This Agreement describes the arrangement for the provision of instructional service for the CHILDREN'S SQUARE and HEARTLAND FAMILY SERVICE Consortium day programs which are not part of the residential or placed PMIC day programs. This Agreement further describes certain terms and conditions to participate in the consortium day program located at the sites of CHILDREN'S SQUARE and HEARTLAND FAMILY SERVICE within a Consortium arrangement for the students of each member district, including the host district, and other students not residents of any member district. This Agreement provides a means by which the members may jointly and cooperatively provide greater educational opportunities for students through the offering of educational programs and the collective operation of facilities for student use by exercising powers, privileges and authority and proceeding to participate in and help administer the program, pursuant to the joint powers authorized by Iowa Code. Collective operation of facilities is limited to non-placed, non-residential, non-PMIC students.

PROGRAM DESCRIPTION:

Herbert J. Lavigne Learning Center (Children's Square)

The Lavigne Learning Center is an educational program providing individual support as directed by the Individual Education Plan (IEP) for students with behavioral and emotional needs. The school serves students in grades 1 - 12 who need a specialized program to meet their educational needs. The licensed special education teachers provide instruction in core academic areas as well as problem solving, social skills, life skills, and interpersonal communication.

Therapeutic School (Heartland Family Service)

The Therapeutic School is a program that provides a full day of academic and therapeutic programming for special education students. A full day of academic coursework is provided by special education teachers per the student's IEP. Referrals to the school are made through the student's local school district within the Green Hills Area Education Agency.

NAME/ORGANIZATION

To accomplish the purposes stated above and to carry out joint and cooperative activity associated with the program, there is hereby created the COUNCIL BLUFFS DISTRICT Consortium ("hereafter Consortium"). This Consortium shall consist of the original member districts and host district, and can include additional parties from time to time, but

said Consortium shall not be considered a separate legal entity for purposes of Iowa Code Chapter 28E.

“Host district” means the district of location.

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

“Administrators” mean the superintendents or superintendent designee of each public school district whose board has agreed to participate in the Consortium program, including the host district.

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

FISCAL AGENT

The host district will serve as the fiscal agent for purposes of all administrative business services associated with participation in the Consortium pursuant to the terms of this Agreement. The fiscal agent shall receive funds, handle student, staff, and financial accounting, make timely payments, and provide timely itemized billings to member districts as well as to cover incidental administrative costs such as clerical and business services, postage, and telephone. The resident district agrees to enter into the Student Record Information System (SRI) students in programs offered through the CHILDREN’S SQUARE and HEARTLAND FAMILY SERVICE programs, including residential programs and verifying SRI entries by consortium members of their resident students in the consortium programs.

A new fiscal agent may be designated by a majority vote of the administrators.

ADMINISTRATION

The Consortium shall be governed and administered by the superintendents or superintendent designee of each participating member school district (collectively, “The Administrators”). However, contracts must be approved and signed by the board president and board secretary of the governing boards of member districts rather than the administrators.

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

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

- A. Setting policy and directing administrative regulations for the Consortium.
- B. Evaluating and preparing required reports on the effectiveness of the Consortium and the CHILDREN'S SQUARE and HEARTLAND FAMILY SERVICE programs.
- C. Assessing the education needs and interests of the students within their respective district.
- D. Participation numbers will be reviewed with the consortium annually.
- E. Meeting periodically, as needed, to discuss issues associated with the CHILDREN'S SQUARE and HEARTLAND FAMILY SERVICE programs and the Consortium.
- F. Other reasonable and necessary administrative duties.

Votes and approvals by the administrators may be accomplished by a consensus, a vote at a meeting (either in person or virtually), or by written affirmation by letter or electronic mail.

However, if the fiscal agent is entering into a contract or agreement on behalf of the Consortium, the governing boards of the member districts shall first approve the contract or agreement. The participating member districts may at any time restrict the powers of the fiscal agent of the Consortium.

JOINT MEETINGS

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

BOARD APPROVAL

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

JURISDICTION

The students attending the Consortium program shall be allowed to participate in the student activities in their districts of residence and will be subject to the eligibility rules of their resident districts. Students in the Consortium continue to be enrolled in their resident districts and are subject to the testing requirements, graduation requirements, and disciplinary procedures of their resident districts. The employer of the licensed teachers will administer required assessments and will forward the results of the individual assessments to each resident district. Permanent school records shall be maintained at the student's resident district.

The fiscal agent, through the Consortium, must be actively involved in the management, direction, supervision, and evaluation of the program; evaluation of the students; staff development of teachers; and monitoring adherence to all pertinent state and federal laws, including, but not limited to: testing requirements, IDEA provisions, omni-circular provisions, FERPA provisions, teacher licensure, curriculum development, professional development and expectations, and core curriculum implementation.

Member district students shall be under the jurisdiction of, and be the responsibility of, the host district while in attendance at CHILDREN'S SQUARE and HEARTLAND FAMILY SERVICE, except as set out in this Agreement. Member district students shall be subject to the same academic, disciplinary, and other additional requirements that apply to host district resident students.

INDEPENDENCE RETAINED

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

NON-DELEGATION

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

DISPUTE RESOLUTION AND ARBITRATION

In the event member districts are unable to agree to the interpretation or operation of this Agreement, a committee made up of five volunteer members of the Consortium, one of which is a member of the host district, shall meet to recommend to the full consortium their recommendation.

In the event that the dispute remains unresolved, the dispute shall be referred to a "Conflict Resolution Committee" made up of the president of the board of directors of the host district, the president of a member district, and the chief administrator of the area education agency (AEA) in which the Consortium program is located, whose decision is final.

SPECIAL EDUCATION

Each member district shall remain responsible for ensuring the special education instructional and support services offered to its students at the Consortium program provide a free and appropriate public education (FAPE) pursuant to federal and state law.

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

The resident district, working with the host district or agency employing the teacher is responsible for IEP development and review.

STAFFING

Special educational instructional staff will be employees of CHILDREN'S SQUARE or HEARTLAND FAMILY SERVICE and not employees of any member district. The special education administrator at HEARTLAND FAMILY SERVICES and CHILDREN'S SQUARE will be a Council Bluffs District employee.

The fiscal agent may employ, on behalf of the Consortium, an appropriately licensed person or assign a portion of an appropriately licensed person's time (with time records to show time exclusively devoted to the Consortium) to perform the duties of special education administrator. Only the employing member district has the power to terminate the employment of the administrator.

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

TRANSPORTATION

Transportation of member students to and from the CHILDREN'S SQUARE and HEARTLAND FAMILY SERVICE sites will be determined by the resident member district and will not be the responsibility of the host district. Other necessary transportation during the school day shall be provided by the host district and shall be charged to the resident member district for the student as an individualized cost.

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

PROPERTY

It is not contemplated the Consortium will acquire, hold or dispose of any real property as part of this undertaking. However, the fiscal agent in the Consortium may enter into leases or

sublease arrangements for a building to house the program, with approval of the member districts. That lease or sublease arrangements may be payable from the Physical Plant and Equipment Levy Fund or other legally authorized funds.

NON-MEMBER DISTRICTS

Occasionally, a district which is not a member of the Consortium may want to send a student to the CHILDREN'S SQUARE or HEARTLAND FAMILY SERVICE programs. Districts who are not members are required to join the Consortium prior to sending students to either CHILDREN'S SQUARE or HEARTLAND FAMILY SERVICE unless the sending school district resides outside of the boundaries of the State of Iowa.

FINANCIAL PROVISIONS

Members agree to pay Consortium costs to the fiscal agent for their students' enrollment in the consortium program located at the sites of CHILDREN'S SQUARE and HEARTLAND FAMILY SERVICE. The costs shall be computed by determining actual costs for providing educational services to each member's students with IEPs as defined in this Agreement. Billing will be done monthly.

A member district may be involuntarily terminated at the end of a school year by a majority vote of the administrators for failure to pay timely or otherwise not abiding by the terms of this Agreement.

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

The fiscal agent member shall provide itemized billings for the costs set out in this Agreement, within thirty (30) days of the end of each month. No billing shall be provided directly to resident districts from a third party contract. Each member shall promptly pay its amount at its next board meeting, but no later than thirty (30) days from receipt of the itemized bill. If any costs were estimated during the fiscal year, the final month's billing shall be adjusted to ensure that the costs are the actual costs for special education for the entire year and the correct share of costs pursuant to this Agreement. "Itemized" billing means a bill in sufficient detail that each member district can meet its legal fiscal responsibilities, including but not limited to, determining performance of the IEP requirements for each of its students, reporting expenditures from the correct funding source in accordance with the permissive uses guidance document issued in December 2013, filing Medicaid claims or special education claims or determining that such

claims have been filed and billed costs reduced by that amount, etc.

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

Specialized costs above the costs of providing special education instruction for students may be billed to each resident district. Costs must be exclusively for identified students per their IEPs.

In the case where a lease agreement is approved by the administrators and their respective boards, and the facility being leased is not a school building owned by a member district, the annual cost of the lease may be billed to each member district in the proportion of each member's student enrolled or served days divided by total enrolled or served days for all districts. This must be agreed to by the majority of the administrators. The lease is paid from either Physical Plant and Equipment Levy (PPEL) or Secure an Advanced Vision for Education Fund (SAVE) and is not a special education cost. No costs related to debt, facility use charges, or new construction/remodeling may be charged. No costs related to the residential, placed, or PMIC programs may be charged.

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

The cost of supplies and equipment that are not included in actual costs of special education, may be billed to each member district in the proportion of enrolled or served days divided by total enrolled or served days for all districts. This must be agreed to by the majority of the administrators. These costs would be general fund, general purpose expenditures. Such inventory and equipment shall be jointly owned by the consortium members.

CONTRACTED SERVICES

Billings from any purchased service provider must be "itemized" in sufficient detail that each

member district can meet its legal fiscal responsibilities, including but not limited to, the ability to:

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

to procurement.

- Ensure no costs are “per pupil rates.”
- Ensure no costs are related to purchasing spaces or other phantom student models.
- Ensure time records are maintained when personnel are paid from multiple funding streams and costs are proportionate to time.

AMENDMENTS

The provisions of this Agreement may be added to, amended or modified by a majority vote of the administrators of all member districts and approved by their respective school boards. Votes must be cast at a duly called meeting by all administrators physically, or virtually, present.

All other Consortium business not pertaining to amending this Agreement shall be decided by a simple majority of the administrators of all member districts.

DURATION

Subject to the rights of amendment, modification, or termination, this Agreement shall be in full force and in effect from the date of execution until June 30, 2022, and renew every July 1 for one-year periods if approved by the district’s board of education, unless participation is terminated by a member by providing written notice to all other members on or before January 1, or terminated by mutual agreement of all of the member districts.

CROSS INDEMNIFICATION

If any claim for damage, injury or other loss (hereinafter “loss”) is made by or on behalf of a student, the district transporting or supervising the student at the time of the loss shall be responsible for any payment of claims, damages, or judgments arising out of the loss, and that transporting or supervising district shall indemnify, defend and hold harmless the non-transporting or non-supervising district if a claim is made against the non-transporting or non-supervising district for a loss which occurred while the student was under the supervision and control of the transporting or supervising district. Both member districts and the host district agree to carry liability insurance or otherwise contract for coverage of claims consistent with this Agreement.

Otherwise, to the extent permitted by law, each of the member districts shall protect, defend, hold harmless, and indemnify the other member districts from and against any and all claims, losses, costs, damages, and expenses including attorneys’ fees and expenses, which the other districts may incur by reason of the indemnifying party’s negligence, breach of this Agreement,

or violation of law or right of a third party, or that of the indemnifying party's officers, employees, or agents.

APPLICATION OF LAWS, RULES AND REGULATIONS

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

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

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

BINDING EFFECT

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

EXECUTION IN COUNTERPARTS

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

SEVERABILITY

If any clause, provision or section of this Agreement shall, for any reason, be held illegal or invalid by a court or state or federal agency, the illegality or invalidity of such clause, provision or section shall not affect any of the remaining clauses, provisions or sections hereof, and this Agreement shall be construed and enforced as if such illegal or invalid clause, provision or section had not be contained herein. In case any agreement or obligation contained in this Agreement is held to be in violation of law, then such agreement or obligation shall be deemed to

