



# **Red Oak Community School District**

**604 S Broadway**

**Red Oak, Iowa 51566**

**712.623.6600**

[www.redoakschooldistrict.com](http://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

Monday, December 20, 2021 – 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 Red Oak High School Minisingers
- 5.0 Consent Agenda
  - 5.1 Review and Approval of Minutes from November 22, 2021, and December 6, 2021
  - 5.2 Review and Approval of Monthly Business Reports *Pg 7-9*
  - 5.3 Special Education Agreement
    - 5.3.1 Agreement with Clarinda Community School District and Red Oak Community School District for the 2021-2022 school year *Pg 10-15*
  - 5.4 Personnel Considerations
    - 5.4.1 Hiring of Riley Brown as Agriculture Teacher/FFA Sponsor for the 2022-2023 school year
    - 5.4.2 Hiring of David Ross as Bus Driver Pending Mandatory Pre-Employment drug testing for the 2021-2022 school year
    - 5.4.3 Hiring of William Collins as High School Math Teacher for the 2022-2023 school year pending background check
    - 5.4.4 Resignation of Anneliese Ortiz as Para-Professional at the ROECC effective 12-27-2021
    - 5.4.5 Resignation of Stephanie Berglund as Kindergarten Teacher at Inman Elementary effective at the end of the 2021 year
- 6.0 General Business for the Board of Directors
  - 6.1 Old Business
    - 6.1.1-None

6.2 New Business

6.2.1 Discussion/Approval of Open Enrollment for 6<sup>th</sup> grader Zaden Beacham from Red Oak Community School District to Shenandoah Community School District for the 2021-2022 school year

6.2.2 Discussion/Approval authorizing board secretary to pay December bills prior to formal approval on January 10, 2022, in accordance with Board Policy 705.3.

6.2.3 Discussion/Approval of Partnership Agreement Between Red Oak Community School District and Montgomery County Agricultural Society

6.2.4 Discussion/Approval of LEP Excess Costs Application in the amount of \$21,912.46

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7.0 Reports

7.1 Future Conferences, Workshops, Seminars

7.2 Other Announcements

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

8.0 Next Board of Directors Meeting: Monday, January 10, 2022 – 5:30 pm  
Red Oak Virtual Learning Center  
Red Oak Jr./Sr. High

9.0 Adjournment

**Board of Directors Work Session**

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

Monday, December 20, 2021 – Immediately Following Regular Board Meeting

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 Discussion Items

4.1 Budget and Financing Capacity for Future Capital Improvement Projects (Matt Gillespie, Managing Director, Piper Sandler)

4.2 Review Board Facilities Priorities

4.3 Facilities Thought Exchange Results

5.0 Adjournment

Red Oak Community School District  
Meeting of the Board of Directors  
Meeting Location: Virtual Classroom/ Phone/Internet  
Red Oak Junior Senior High School Campus  
November 22, 2021

The regular meeting of the Board of Directors of the Red Oak Community School District was called to order by President Bryce Johnson 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, Kathy Walker-via internet due to trip.

Superintendent Ron Lorenz, Business Manager Deb Drey, Heidi Harris

**Approval of Agenda**

Motion by Director Carlson, 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**

Kudos to Laura LePrell and the cast for the production of "Radium Girls."

Winter sports are under way.

Baylor Bergren was named to All-KMAland Iowa Boys' Cross Country Team.

Adam Baier was named KMAland Hawkeye 10 Football Freshman of the Year.

**Consent Agenda**

Motion by Director Blackman, second by Director DeVries to approve the consent agenda as presented including meeting minutes, monthly business reports, and personnel considerations.

Motion carried unanimously.

**IES Playground Bid**

Motion by Director DeVries, second by Director Carlson to approve the bid for Inman Elementary School Playground Equipment from Park Planet in the amount of \$69,394. Motion carried unanimously.

**Adjournment of Regular Meeting**

Motion by Director Carlson, second by Director Blackman to adjourn the regular meeting at 5:35 p.m. Motion carried unanimously.

**Organizational Meeting**

The organizational meeting of the Board of Directors of the Red Oak Community School District was called to order by Board Secretary Deb Drey at 5:36 p.m.

**Present:** Bret Blackman, Roger Carlson, Jackie DeVries, Bryce Johnson, Kathy Walker-via internet due to trip.

Superintendent Ron Lorenz, Business Manager Deb Drey, Heidi Harris

**Oath of Office**

The oath of office was given to the elected members: Bret Blackman, Roger Carlson, and Kathy Walker.

**Continuation of November 22, 2021, Meeting Minutes-Page 2**

**Election of President**

Director Carlson nominated Bret Blackman for the office of president.

Motion by Director Carlson, second by Director Walker that nominations cease and elect Director Blackman as president. Motion carried unanimously.

Board Secretary Deb Drey administered the oath of office to newly elected President Bret Blackman.

**Election of Vice President**

Director Walker nominated Jackie DeVries for the office of Vice President.

Motion by Director Carlson, second by Director Johnson that nominations cease and elect Director DeVries as Vice President. Motion carried unanimously.

Board Secretary Deb Drey administered the oath of office to newly elected Vice President Jackie DeVries.

**Appoint Board Secretary/Treasurer**

Motion by Director Carlson, second by Director Walker to appoint Deb Drey as board secretary/treasurer and Heidi Harris as assistant board secretary/treasurer. Motion carried unanimously.

**Name Legal Publication**

Motion by Director DeVries, second by Director Johnson to name the Red Oak Express as the district's legal publication. Motion carried unanimously.

**Depositories/Limits**

Motion by Director Carlson, second by Director DeVries to designate Houghton State Bank and Iowa Schools Joint Investment Trust with the limit of \$25,000,000 as the district's depositories. Motion carried unanimously.

**Legal Counsel**

Motion by Director Johnson, second by Director DeVries to name Ahlers & Cooney PC as legal counsel. Motion carried unanimously.

**Meeting Dates/Time**

Motion by Director Carlson, second by Director Johnson to approve meeting on the second and fourth Mondays of the month at 5:30 p.m. at the Junior/Senior High School Virtual Classroom with a work session during the first board meeting of even months, board members will be provided with a hard copy of the agenda at each meeting, and the packet pages will be numbered to coincide with page numbers when looking at the packet on-line. Motion carried unanimously.

**Committee Assignments**

Motion by Director Carlson, second by DeVries to appoint the following committee assignments:

Red Oak Education Association Labor Management Committee-Director DeVries & Director Walker

Red Oak Support Staff Labor Management Committee-Director Blackman & Director Johnson

School Improvement Advisory Committee-Director DeVries & Director Walker

Policy Committee-Director DeVries & Director Walker

Facilities Committee-Director Blackman & Director Carlson

Calendar Committee-Director Walker

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**Continuation of November 22, 2021, Meeting Minutes-Page 3**

Technology Committee-Director Blackman & Director Johnson

Montgomery County Conference Board-Director Carlson

STEM Committee-Director Blackman & Director Johnson. Motion carried unanimously.

**Agenda Order**

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

**Additional Facilities Personnel**

Motion by Director Walker, second by Director Johnson to approve hiring an additional support staff position for facilities. Motion carried unanimously.

**Board Policy 404.8**

Motion by Director Carlson, second by Director DeVries to approve the first reading of Board Policy 404.8-Employee Vaccination/Testing for COVID 19 which will not be in effective until there is an approved second reading. Motion carried unanimously.

**Entryway Rugs**

Motion by Director Johnson, second by Director DeVries to approve the purchase of entryway rugs throughout the district in the amount of \$8,437.30 plus shipping. Motion carried unanimously.

**December 2021 Meeting Date**

Motion by Director Carlson, second by Director Johnson to have one board meeting in December on December 20, 2021, at 5:30 p.m. Motion carried unanimously.

**SBRC Application for Increased Enrollment**

Motion by Director Johnson, second by Director Carlson to approve the SBRC Application for Increased Enrollment on in Fall 2020 in the amount of \$263,752.50. Motion carried unanimously.

**SBRC Application for LEP Beyond 5 Years**

Motion by Director Carlson, second by Director DeVries to approve the SBRC Application for LEP Beyond 5 Years in the amount of \$15,176.70. Motion carried unanimously.

**Adjournment**

Motion by Director Johnson, second by Director Carlson to adjourn the meeting at 6:23 p.m. Motion carried unanimously.

Next Board of Directors Meeting

Monday, December 20, 2021 – 5:30 p.m.  
Virtual Classroom/Phone/Internet  
Red Oak Junior Senior High School Campus

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Bret Blackman, President

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Deb Drey, Board Secretary

Red Oak Community School District  
Meeting of the Board of Directors  
Meeting Location: Phone/Internet  
December 6, 2021

The special meeting of the Board of Directors of the Red Oak Community School District was called to order by President Bret Blackman at 5:00 p.m. via phone/internet.

**Present**

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

**Approval of Agenda**

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

**Consent Agenda**

Motion by Director Walker, second by Director Carlson to approve the consent agenda as presented including personnel items. Motion carried unanimously.

**Adjournment**

Motion by Director Johnson, second by Director Walker to adjourn the meeting at 5:03 p.m. Motion carried unanimously.

Next Board of Directors Meeting

Monday, December 20, 2021 – 5:30 p.m.  
Virtual Classroom/Phone/Internet  
Red Oak Junior Senior High School Campus

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Bret Blackman, President

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Deb Drey, Board Secretary

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RED OAK COMMUNITY SCHOOLS 2022

NOVEMBER RECONCILIATION REPORT

	GENERAL FUND	MANAGEMENT	PHYSICAL PLANT	AND DEBT SERVICE	SAVE TAXES/REV BONDS	BEFORE/AFTER SCHOOL
Beg. Balance 11-01-2021	\$ 3,962,436.65	\$ 1,428,047.08	\$ 2,843,838.19	\$ 1,248,345.01	\$ 1,970,393.99	\$ 8,049.79
Revenue	\$ 860,199.54	\$ 5,638.29	\$ 19,969.52	\$ 125,702.33	\$ 243,770.37	
Expenditure	\$ 1,113,796.39	\$ 1,396.40	\$ -	\$ 333,543.76	\$ 73,807.16	
Balance 11-30-2021	\$ 3,708,839.80	\$ 1,432,288.97	\$ 2,863,807.71	\$ 1,040,503.58	\$ 2,140,357.20	\$ 8,049.79
Balance 11-30-2020	\$ 4,129,855.39	\$ 1,583,701.14	\$ 11,193,847.05	\$ 2,423,267.06	\$ 909,767.49	\$ 1,908,016.68
						\$ 8,049.79

Checking Account .50%	Checking Account	\$ 11,205,692.36
	Outstanding Deposit	
	ISJIT	
	Petty Cash	\$ 100.00
	Outstanding Checks	\$ 11,945.31
		\$ 11,193,847.05

	ACTIVITY FUND	NUTRITION FUND
Beg. Balance 11-01-2021	\$ 158,252.99	\$ 260,337.13
Revenue	\$ 21,077.48	\$ 5,178.79
Expenditure	\$ 15,650.04	\$ 62,092.65
Balance 11-30-2021	\$ 163,680.43	\$ 203,423.27

Balance 11-30-2020	\$ 189,971.95	\$ 167,934.67
Checking Account .50%	\$ 168,685.39	\$ 203,664.43
Petty Cash Boxes	\$ 1,200.00	\$ -
Outstanding cks	\$ 6,204.96	\$ 241.16
	\$ 163,680.43	\$ 203,423.27



**PHYSICAL PLANT AND EQUIPMENT LEVY**



2019-2020	2020-2021	2021-2022
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Beginning Balance (July 1)	\$1,890,230.76	\$2,329,954.73	\$ 2,726,998.24
Add: Revenue			
Property Taxes	\$133,465.25	\$137,149.56	\$ 72,828.56
Voted PPEL	\$463,024.13	\$420,570.90	\$ 237,551.21
Voted PPEL Surtax	\$513,685.81	\$493,222.30	\$ 1,785.36
Utility Replacement Tax	\$4,013.32	\$3,864.00	\$ 10,284.42
Utility Replacement Tax (SAVE)	\$14,682.89	\$13,925.08	\$ 24.52
Mobile Home Tax	\$45.09	\$61.01	\$ 191.92
Voted PPEL Mobile Home	\$217.11	\$188.87	\$ 31.27
Military Credit	\$94.53	\$41.22	\$ 0.56
Military Credit (SAVE)	\$126.30	\$115.82	\$ 1,050.96
Commercial Industrial tax	\$2,315.42	\$2,160.74	\$ 2,354.31
Commercial Ind. Voted PPEL	\$8,470.90	\$7,786.86	\$ 2,000.00
Interest	\$6,330.03	\$5,392.12	
MS Sale	\$5,000.00		
Prior Year Expenditure			
ERATE Reimbursement			
Subtotal	\$1,151,410.78	\$1,084,478.48	\$ 328,103.09
TOTAL AVAILABLE	\$3,041,641.54	\$3,414,333.21	\$ 3,055,101.33

LESS: Expenditures			
School Dude	\$2,669.44	\$84,589.28	\$ 17,052.94
Frontline Technology	\$24,311.80	\$16,264.13	\$ 84,897.28
Forecasts	\$11,225.00	\$22,158.00	\$ 14,426.00
Software Unlimited	\$7,900.00	\$61,602.40	\$ 8,195.00
Ray Martin-HVAC Service Agreement	\$7,723.00	\$33,987.85	\$ 5,120.00
May/June Rent Council Bluffs Sp Ed	\$1,330.98	\$908.00	\$ 61,602.40
Riverside Tech-Fiber	\$2,000.00	\$728.08	
Boiland 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-ES Intercom	\$2,445.50	\$803.80	
CIC-Infinite Campus Assessment Import	\$1,000.00		
BI State Electronics-Trans Radios	\$16,234.00		
Nov Rent Council Bluffs Sp Ed	\$694.44		
Dec Rent Council Bluffs Sp Ed	\$680.40		
Jan Feb Rent Council Bluffs Sp Ed	\$1,403.91		
Lee Jensen-Fork Lift	\$1,500.00		
Mar Rent Council Bluffs Sp Ed	\$713.16		
Infinite Campus	\$23,492.00		
Inpro Corp-ISHS Wall Protectors	\$9,873.06		
Midwest Tennis & Track	\$37,850.00		
Subtotal	\$235,487.51	\$248,913.37	\$ 191,293.62
Cash Balance	\$2,806,154.03	\$3,165,419.84	\$ 2,863,807.71



### 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	\$613,134
Interest	\$101,122	Interest	\$3,688	Interest	\$1,644
Insurance-ROECC	\$25,000				
AOI Refund	\$3,069				
<b>Subtotal</b>	<b>\$12,885,613</b>	<b>Subtotal</b>	<b>\$2,842,900</b>	<b>Subtotal</b>	<b>\$2,445,699</b>
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		
Alley Pynor	\$17,561	Jerry's Basement Waterproof	\$821		
Boyd Jones	\$171,740	Trans Office Const Exp	\$984		
Mickey Anderson Rent	\$1,200	Rev Bond Pymt Transfer	\$73,973		
Wilson Rent	\$2,500	Trans Office Const Exp	\$1,521		
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				
<b>Subtotal</b>	<b>\$11,013,600</b>	<b>Subtotal</b>	<b>\$1,011,979</b>	<b>Subtotal</b>	<b>\$305,342</b>
<b>Fund Balance</b>	<b>\$1,872,013</b>	<b>Fund Balance</b>	<b>\$1,830,921</b>	<b>Fund Balance</b>	<b>\$2,140,357</b>

**AGREEMENT FOR ENROLLMENT IN  
RISING HOPE ACADEMY THERAPEUTIC CLASSROOM**

This Agreement is entered into this 3rd day of November 2021 by and between Clarinda School District (“Host District”) in partnership with the Red Oak (“District”).

WHEREAS, the District and Host are school corporations organized and existing under the laws of the State of Iowa; and

WHEREAS, the Host has the authority to provide certain programs and services to local school districts under Iowa Code § 273.2; and

WHEREAS, the AEA has established a Therapeutic Classroom (“Program”) located within the Clarinda Community School District (“Host District”); and

WHEREAS, the District wishes to enroll one or more of its students in the Program provided by the (“Host District”);

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, the Parties agree as follows:

1. Administration. No separate legal or administrative entity is created for the governance or administration of the terms or subject matter of this Agreement.
2. Purpose. The purpose of this Agreement shall be for one or more District students to enroll in the Program, which is designed to provide comprehensive services in a highly structured setting to students with significant mental health and/or behavioral needs.
3. Term of Agreement. The term of this Agreement shall commence **July 1, 2021** and shall terminate on **June 30, 2022**.
4. AEA Responsibilities
  - a. The AEA shall employ, train, and supervise staff sufficient to serve a maximum of eight (8) students per day from Monday through Friday. All Program staff shall be AEA employees and shall not be considered employees or independent contractors of the Host District.
  - b. The AEA shall establish a “per diem pupil cost” based on actual and allowable special education and general education costs for each District

student. For the 2021-22 school year this cost shall be \$230 daily unless otherwise negotiated.

- c. The host district shall bill the District for the costs associated with each student enrolled on a semester basis.
- d. The AEA shall ensure that Program services are provided by qualified personnel in a professional manner, and the safety of students shall be promoted at all times.
- e. The AEA shall conduct background checks for each employee providing Program services hereunder in accordance with federal and state law. Such background checks shall include, but are not limited to, criminal, child and dependent adult abuse, and sex offender registries. The AEA shall make all records relating to background checks available to the District upon request.
- f. The AEA shall provide supervision, necessary and appropriate instruction, related services, and counseling for students referred to the Program in accordance with the rules of the Iowa Department of Education and the students' IEPs, if applicable.
- g. The AEA shall report appropriate data, as required, to the District.
- h. The AEA shall cooperate with the District to provide for planning, daily communication, and coordination between the Parties, the students, and the students' families.
- i. The AEA shall cooperate with the District to identify, screen, and select students for enrollment in the Program.
- j. The AEA agrees to comply with the confidentiality requirements of Iowa Code Chapter 22 (Iowa Public Records Law), 42 U.S.C. § 1232g et seq. (FERPA) and other laws that protect the privacy of students and their families.
- k. As required by law, access to records of each student by any Party to this Agreement shall be based expressly on the need to know for an educational purpose unless disclosure of the records is permitted by law.
- l. The AEA shall comply with all applicable laws, regulations, policies, and rules, and shall cooperate with the Parties to ensure that all required services and responsibilities are provided and that the Program is operated in compliance with applicable state and federal law, including, but not limited to, Section 504 of the Rehabilitation Act, the Individuals with Disabilities Education Act, Iowa Administrative Code Chapter 281, Iowa Code Chapter 22, and FERPA.

5. District Responsibilities

- a. The District shall promptly pay the host district upon receipt of invoices for its share of Program costs based on District student enrollment in the Program.
- b. The District shall cooperate with the AEA to provide for planning, daily communication, and coordination between the Parties, the students, and the students' families.
- c. The District shall cooperate with the AEA to identify, screen, and select students for enrollment in the Program.
- d. The District shall provide transportation for its students to and from the Program in accordance with law.

6. Liability Insurance. All Parties shall carry liability insurance for protection from any liability arising out of operation of the Program. Liability policies shall have limits of not less than \$1,000,000 occurrence and \$3,000,000 General Aggregate. The policies shall be issued by insurance companies and in forms satisfactory to the insured and shall provide for at least thirty (30) days' written notice to the other party before cancellation.

7. Indemnification. To the extent permitted by law, each Party will indemnify and hold harmless the other Party from and against any and all losses, costs, damages, and expenses, including reasonable attorneys' fees and expenses, occasioned by, or arising out of, such Party's negligence or willful misconduct in the performance of its duties under this Agreement, such Party's violation of any applicable law or right of a third party, and/or such Party's breach of this Agreement. The provisions of this section shall survive termination of this Agreement with respect to any damage or injury occurring prior to such termination. Each Party shall notify the other Party of any claim or any potential claim arising out of the operation of this Agreement as soon as practical following knowledge of the claim or potential claim.

8. Cost Recovery. In the event that it shall become necessary for any Party to institute legal proceedings against any other Party for recovery of any amounts due and owing under this Agreement, it is expressly agreed that the prevailing Party in any such action shall be entitled to recover from the non-prevailing Party all costs related to such collection, including reasonable attorney fees and all expert witness fees incurred during pre-suit collection attempts, suit, and post

judgment, appeal, or settlement collection. This section shall survive termination of this Agreement.

9. Property. Any personal property purchased by the Parties shall be and remain the property of each such party. Each party shall insure their own personal property. Upon termination of this Agreement, the Parties shall have sole custody and use of their respective property. It is not contemplated that another real property will be acquired or held for the purpose of carrying out the terms of this Agreement, however, the Parties may enter into leases or sublease arrangements for facilities to house the Program as needed.
  
10. Notice. All notices or other communications to be given under this Agreement shall be deemed given when either personally delivered or mailed by first class mail, postage prepaid, with proper address to the following addresses until otherwise notified:

To District:

Ron Lorenz, Superintendent  
Red Oak School District  
604 S. Broadway  
Red Oak, IA 51566

To Host District:

Chris Bergman, Superintendent  
Clarinda School District  
100 N. Cardinal Dr.  
Clarinda, IA 51632

11. Binding Effect. The terms and conditions of this Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, personal representatives, successors and assigns.
  
12. Entire Agreement - Amendment. This Agreement contains the entire understanding between the Parties and cannot be changed or terminated orally but only by an agreement in writing executed by all Parties.
  
13. Severability. If any provision of this Agreement shall be declared invalid or unenforceable, the remainder of the Agreement shall continue in full force and effect.

14. Headings. The headings of this Agreement are inserted for convenience of reference only and in no way describe or limit the scope or intent of this Agreement or any of the provisions hereof.
15. Governing Law; Forum. The Parties consent to the jurisdiction of the Pottawattamie County, Iowa District Court for all matters relating to this Agreement and agree that this Agreement shall be governed by Iowa law.
16. Independent Contract. It is expressly understood and agreed by the parties that nothing contained in this Agreement shall be construed to create a partnership, association, or other affiliation or like relationship between the parties, it being specifically agreed that their relation is and shall remain that of independent parties to a cooperative relationship. In no event shall a party be liable for the debts or obligations of another party.
17. No Waiver. No waiver of the breach of any terms or conditions of this Agreement shall constitute a waiver of any other or succeeding breach of the same or other provisions of this Agreement.
18. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute the same instrument.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the parties have caused this instrument to be executed by their respective officers, pursuant to full authority granted and given as of the day and year first above written.

**Clarinda School District**

By Greg Jones

Name \_\_\_\_\_  
Board President

By Nancy McKinnon

Name \_\_\_\_\_  
Board Secretary

**Red Oak School District**

By Bret Blackman

Name \_\_\_\_\_  
Board President

By Deb Drey

Name \_\_\_\_\_  
Board Secretary

# Partnership Agreement

*Between the Following Parties:*

**Montgomery County Agricultural Society  
Montgomery County Agricultural Extension District  
Griswold, Red Oak, Southwest Valley, and Stanton School Districts**

**Now**, on this 1<sup>st</sup> day of April, 2021, this Partnership Agreement (hereafter "AGREEMENT") is entered into between Montgomery County Agricultural Society (hereafter "FAIR BOARD"), Montgomery County Agricultural Extension District (hereafter "COUNTY EXTENSION COUNCIL"), Griswold, Red Oak, Southwest Valley, and Stanton School Districts (hereafter "SCHOOL BOARD") for the purpose of coordinating the relationship, events, activities and responsibilities of the parties, including the presentation of the Montgomery County Fair (hereafter "County Fair").

## **Background, Iowa Code and Overarching rules.**

- A. FAIR BOARD is the Board of Directors of the corporate organization that has the authority and responsibility under Iowa Code, Section 174.3, to manage county fair events and the county fairgrounds.
- B. COUNTY EXTENSION COUNCIL, referred to as simply EXTENSION, is the elected officials that make up the County Agricultural Extension District and has the authority and responsibility under Iowa Code, Section 176A.8 to prepare for the educational program on extension work in agriculture, human sciences, community development and 4-H Club work in cooperation with ISU EXTENSION and OUTREACH.
- C. ISU EXTENSION and OUTREACH, part of Iowa State University, has the authority and responsibility under Iowa Code, 266.4 and 266.5, to organize and conduct agricultural and human sciences extension work, including 4-H Club youth development activities, and, under Federal law, 7 U.S.C. 3410349, 18 U.S.C 707 and 7CFR Part 8, has the responsibility to manage the events and activities involving 4-H Clubs and the use of the 4-H Name and Emblem.
- D. The IOWA FFA ASSOCIATION is comprised of nearly 15,000 members enrolled in over 235 local chapters. The Iowa FFA Association is supported, in part, by the Iowa FFA Foundation and the Iowa Department of Education. The Carl D. Perkins Act of 2006, is the funding source that the Iowa Department of Education uses to assist FFA. The Perkins Act specifically includes career and technical student organization activities as allowable uses of funds at the state and local level. Iowa's approved Perkins plan states: "The IDE will partner with secondary and post-secondary institutions to encourage student participation in Career and Technical Student Organizations (CTSOs). Participation in CTSOs not only provides the CTE student with an opportunity to gain leadership skills but also provides the CTE student with an opportunity to explore and consider the possibility of teaching in a CTE area. Perkins state leadership funding will be allocated in support of CTSOs to assist with membership recruiting and processing, financial management and oversight, coordination of state officers' activities, conference planning and organizational activities."



**Purpose of the County Fair:**

- County fairs are important to rural communities and honor Iowa's agricultural heritage and culture. This AGREEMENT addresses youth educational and exhibition activities that are important to developing confidence, leadership and integrity.
- Mission statement of each party.
  - Fair Board: To Advance and improve the economic, educational, social, and cultural interests of agriculture.
  - Extension and Outreach: ISU Extension and Outreach builds a strong Iowa by engaging all Iowans in research, education, and extension experiences to address current and emerging real-life challenges.
  - FFA: FFA makes a positive difference in the lives of students by developing their potential for premier leadership, personal growth and career success through agricultural education.

**Define the relationship of the Parties and the importance of regular and effective communication.**

The parties should:

- Determine if EXTENSION and FFA have formal representation on the FAIR BOARD and if it is a voting or non-voting seat. ISU and County Paid Extension staff should not be voting members of the Fair Board to avoid conflict of interest by the individual. Describe representation plan.  
Both EXTENSION and FFA will have a non-voting representative on the FAIR BOARD. Furthermore, FFA will have voting representation on the 4-H and Youth Committee while FAIR BOARD will have non-voting representation.
- Determine how frequently and when EXTENSION, FFA and FAIR BOARD meet to discuss the upcoming fair and wrap up the completed fair. This AGREEMENT and associated checklist should be discussed, confirmed or adjusted. Describe communication plan.  
Extension, FFA and Fair Board will complete a post fair verbal evaluation in September at a convenient time for all parties. All parties are also invited to attend the public post fair fall meeting.  
Extension, FFA and Fair Board will meet to discuss the upcoming fair in February. This AGREEMENT and associated checklist should be discussed, confirmed or adjusted.
- Determine and include dispute resolution policy in Partnership Agreement. Policy or reference to policy.  
Extension, FFA and Fair Board will meet to resolve the issue(s). If further discussion with their entity is needed, each party will have one week to discuss with their entity and reconvene to resolve the issue(s). Issues at county fair shall be resolved immediately by the afore mentioned parties.
- Determine the role of FFA in the fair and which Chapters are eligible to compete in the county. Also, who is responsible for discussions with School Boards about the fair and FFA entries.  
Current students enrolled in FFA Chapters of Griswold, Red Oak, Southwest Valley, and Stanton in grades 7 through 12, are eligible to compete in the Montgomery County Fair.

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- Determine and respect fundraising responsibilities such as youth livestock auctions, food stands, etc. and the use of the 4-H or FFA emblem for fund raising.

EXTENSION will determine the fundraising responsibilities and organization of the livestock auction, scholarship fundraising, and 4-H food stand. FAIR BOARD will determine the use and responsibilities of non-4-H food stands and other buildings on the fairgrounds. EXTENSION, FFA and FAIR BOARD will determine the use of the own logos and emblems.

- Determine responsibilities and procedures sensitive external communication such as vendors displaying inappropriate merchandise, disruptive campaigns or demonstrations.

FAIR BOARD will assume the responsibilities and procedures for external communication such as vendors displaying inappropriate merchandise, disruptive campaigns or demonstrations.

### **Risk Management**

- The AGREEMENT should include procedures for addressing risk management including preventative steps such as training and review, emergency management and evacuation plans during the fair. Be sure that volunteers are properly trained and covered by insurance.
- Each Party to this AGREEMENT is responsible for obtaining and maintaining appropriate insurance or self-insurance to protect it and its officers, employees or agents against liabilities that may arise from that Party's involvement in the activities or events that are the subject of this AGREEMENT. However, liabilities of members of the FAIR BOARD arising out of activities on behalf of the FAIR BOARD are addressed in the Fair Board Handbook.

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**Discuss and List the FAIR BOARD Responsibilities:**

FAIR BOARD will provide resources for infrastructure that help to make the county fair possible (source Iowa Code 174.13).

- Determine the dates of county fair
- Provide appropriate facilities for the fair
- Maintenance and upkeep of the county fair grounds
- Security during all fair related activities
- Pay premiums

FAIR BOARD shall provide for indemnification of BOARD members by policy or by its By-Laws. Service of ISU EXTENSION employees, COUNTY EXTENSION COUNCIL members or their appointees shall be contingent upon FAIR BOARD providing evidence of Directors and Officer's insurance protecting such persons from liability when acting on behalf of the FAIR BOARD.

**Discuss and list EXTENSION responsibilities:**

EXTENSION, having ultimate authority and jurisdiction over the Montgomery County 4-H Program, will have final decision making authority over rules and guidelines pertaining to all 4-H events and activities, including 4-H involvement in the county fair.

All Livestock weigh-ins will be accomplished according to the state 4-H guidelines as outlined in the publications 4-H 202 (Iowa 4-H Animal and Poultry Identification, Weighing and Exhibiting Requirements for County, State and Interstate Shows), 4-H 106 a-f (Livestock Identification Forms) and the 4-H/FFA Code of Ethics.

- All rules and guidelines must be in compliance with the overall Iowa 4-H exhibiting rules and guidelines.
- Responsibility for the following
  - o Creation, implementation, and enforcement of rules related to all 4-H events
  - o Supervision of all necessary activities concerning the 4-H Program
  - o Determining eligibility of 4-H members and projects
  - o Approval and training of volunteers who work with the 4-H program or 4-H members
  - o Approval, training and selection of judges for all 4-H shows

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**Discuss and list School Board responsibilities, repeat for each School District:**

**Griswold** School Board, having ultimate authority and jurisdiction over the Griswold FFA Chapter, will have final decision making authority over rules and guidelines pertaining to all FFA events and activities, including FFA involvement in the county fair.

All Livestock weigh-ins will be accomplished according to the state FFA guidelines as outlined in FFA 202 Animal Identification, Weighing & Exhibition Requirements County, State and Interstate Shows and the 4-H/FFA Code of Ethics.

- All rules and guidelines must be in compliance with the overall Iowa FFA exhibiting rules and guidelines.
- Responsibility for the following
  - o Creation, implementation, and enforcement of rules related to all FFA events
  - o Supervision of all necessary activities concerning the FFA Program
  - o Determining eligibility of FFA members and projects
  - o Approval and training of volunteers who work with the FFA program or FFA members

**Red Oak** School Board, having ultimate authority and jurisdiction over the Red Oak FFA Chapter, will have final decision making authority over rules and guidelines pertaining to all FFA events and activities, including FFA involvement in the county fair.

All Livestock weigh-ins will be accomplished according to the state FFA guidelines as outlined in FFA 202 Animal Identification, Weighing & Exhibition Requirements County, State and Interstate Shows and the 4-H/FFA Code of Ethics.

- All rules and guidelines must be in compliance with the overall Iowa FFA exhibiting rules and guidelines.
- Responsibility for the following
  - o Creation, implementation, and enforcement of rules related to all FFA events
  - o Supervision of all necessary activities concerning the FFA Program
  - o Determining eligibility of FFA members and projects
  - o Approval and training of volunteers who work with the FFA program or FFA members

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**Corning/Villisca** School Boards, having ultimate authority and jurisdiction over the Southwest Valley FFA Chapter, will have final decision making authority over rules and guidelines pertaining to all FFA events and activities, including FFA involvement in the county fair.

All Livestock weigh-ins will be accomplished according to the state FFA guidelines as outlined in FFA 202 Animal Identification, Weighing & Exhibition Requirements County, State and Interstate Shows and the 4-H/FFA Code of Ethics.

- All rules and guidelines must be in compliance with the overall Iowa FFA exhibiting rules and guidelines.
- Responsibility for the following
  - o Creation, implementation, and enforcement of rules related to all FFA events
  - o Supervision of all necessary activities concerning the FFA Program
  - o Determining eligibility of FFA members and projects
  - o Approval and training of volunteers who work with the FFA program or FFA members

**Stanton** School Board, having ultimate authority and jurisdiction over the Stanton FFA Chapter, will have final decision making authority over rules and guidelines pertaining to all FFA events and activities, including FFA involvement in the county fair.

All Livestock weigh-ins will be accomplished according to the state FFA guidelines as outlined in FFA 202 Animal Identification, Weighing & Exhibition Requirements County, State and Interstate Shows and the 4-H/FFA Code of Ethics.

- All rules and guidelines must be in compliance with the overall Iowa FFA exhibiting rules and guidelines.
- Responsibility for the following
  - o Creation, implementation, and enforcement of rules related to all FFA events
  - o Supervision of all necessary activities concerning the FFA Program
  - o Determining eligibility of FFA members and projects
  - o Approval and training of volunteers who work with the FFA program or FFA members

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### Determine and List Other Responsibilities

The parties have determined responsibility for other activities as provided in the attached document entitled "Other Fair Related Tasks." Add and delete tasks as appropriate.

	<u>Extension</u>	<u>Fair Board</u>	<u>Griswold FFA</u>	<u>Red Oak FFA</u>	<u>Southwest Valley FFA</u>	<u>Stanton FFA</u>
<b>Communication about the fair?</b>						
Fair Book Schedule	X	X	X	X	X	X
Promotion and advertising prior to, during & after the fair?	X	X	X	X	X	X
Emergency communication, during the fair?	X	X	X	X	X	X
Reporting results, pictures of participants, etc.?	X	X	X	X	X	X
Recognition and thank you of sponsors?	X	X	X	X	X	X
<b>Volunteer Management:</b>						
Volunteer responsibilities and the liability?	X	X	X	X	X	X
How volunteers will be recruited and screened?	X	X	X	X	X	X
Their term of service and grounds and method for dismissal?	X	X	X	X	X	X
<b>Risk Management:</b>						
Who is responsible for fair goer safety?		X				
Emergency planning and communicating with authorities?		X				
Communicating the emergency plan for natural disasters	X	X	X	X	X	X
Security and biosecurity	X	X				
Liability (and insurance) for what areas or activities?	X	X				
Provides overnight security?		X				
<b>Finance:</b>						
Incidental costs?	X	X				
Fund raising?	X	X				
Premiums and funding for them?		X				
Auction organization and use of funds?	X	X				
Maintains hog insurance fund (Houghton Acct #764833)		X				
<b>Participation:</b>						
Eligible to enter the youth shows at your fair?	X		X	X	X	X
Entry process and actual entries?	X		X	X	X	X
Hires and pays (\$300 max) the 4-H/FFA judges?	X	X				

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	<u>Extension</u>	<u>Fair Board</u>	<u>Griswold FFA</u>	<u>Red Oak FFA</u>	<u>Southwest Valley FFA</u>	<u>Stanton FFA</u>
<b>(Participation Continued)</b>						
Hires and pays the Open Class Judges?		X				
Awards and secures funding for them?	X	X				
Orders ribbons and trophies, including open class?	X					
Rules used?	X	X	X	X	X	X
Preparation and printing of the fair book, including open class?	X	X				
Resolves disputes?	X	X	X	X	X	X
Contacts the fair veterinarian?	X					
Print and collect Fair Queen Applications	X					
Organizes Livestock Judging Contest				X		
Organizes and oversees Pedal Pull Contest		X				
<b>Grounds:</b>						
Setting up barns & static building prior to fair?	X	X	X	X	X	X
Cleaning up barns & static building after fair?	X	X	X	X	X	X
Operates Youth Food Stand?	X		X	X	X	X
Static building host?	X			X		X
Take reservations for fair camping spots?	X					
Owens all pens (hog, poultry, rabbit)?		X				
Owens livestock scales (scale head @ Extension)?		X				
Pays to have scales calibrated annually?		X				
Provides shavings for show arena?		X				
Provides Wi-Fi for fair, including 4-H Office Building?		X				
Responsible for grounds maintenance?		X				

This AGREEMENT was entered on this date October 1, 2021, and will be revisited every (2) years.

Signature: \_\_\_\_\_ Print: \_\_\_\_\_

**FAIR BOARD President**

Signature: \_\_\_\_\_ Print: \_\_\_\_\_

**COUNTY EXTENSION COUNCIL Chair**

Signature: \_\_\_\_\_ Print: \_\_\_\_\_

**GRISWOLD SCHOOL BOARD President**

Signature: \_\_\_\_\_ Print: \_\_\_\_\_

**RED OAK SCHOOL BOARD President**

Signature: \_\_\_\_\_ Print: \_\_\_\_\_

**CORNING SCHOOL BOARD President**

Signature: \_\_\_\_\_ Print: \_\_\_\_\_

**VILLISCA SCHOOL BOARD President**

Signature: \_\_\_\_\_ Print: \_\_\_\_\_

**STANTON SCHOOL BOARD President**

Signature: \_\_\_\_\_ Print: \_\_\_\_\_