



Red Oak Community School District

604 S Broadway

Red Oak, Iowa 51566

712.623.6600

www.redoakschooldistrict.com

Regular Board of Directors Meeting

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

Monday, March 14, 2022 – 5:30 pm

- Agenda -

- 1.0 Call to Order – Board of Directors President Bret Blackman
- 2.0 Roll Call – Board of Directors Secretary Deb Drey
- 3.0 Approval of the Agenda – President Bret Blackman
- 4.0 Communications
 - 4.1 Good News from Red Oak Schools
 - 4.2 Visitors and Presentations
 - 4.2.1 Presentation for Katie VanMeter from OPAA Food Service *pg 4*
- 5.0 Consent Agenda
 - 5.1 Review and Approval of Minutes from February 28, 2022 *pg 5-6*
 - 5.2 Review and Approval of Monthly Business Reports *pg 7-12*
 - 5.3 Open Enrollment Requests Consideration
 - 5.3.1 Open Enrollment for 2nd grader Kara Elwood from Red Oak Community School District to East Mills Community School District for the 2022-2023 school year
 - 5.3.2 Open Enrollment for 2nd grader Linde French, 5th grader Cameo French, 7th grader Piper French, and 11th grader Logan Welchans from Red Oak Community School District to Stanton Community School District for the 2022-2023 school year
 - 5.3.3 Open Enrollment for 7th grader Caleb Nagunst, and 10th grader Haley Nagunst and from Red Oak Community School District to Stanton Community School District for the 2022-2023 school year
 - 5.3.4 Open Enrollment for 2nd grader Ezra Shipp from Red Oak Community School District to Stanton Community School District for the 2022-2023 school year
 - 5.3.5 Open Enrollment for 1st grader Crew DeMarce and 5th grader Carter Skalberg from Red Oak Community School District to Stanton Community School District for the 2022-2023 school year
 - 5.3.6 Open Enrollment for 1st grader Abel Williams and 3rd grader Brody Ebrecht from Red Oak Community School District to Stanton Community School District for the 2022-2023 school year

- 5.3.7 Open Enrollment for 5th grader Angel Hummel and 9th grader Ethan Hummel from Red Oak Community School District to Stanton Community School District for the 2022-2023 school year
- 5.3.8 Open Enrollment for 7th grader Zaden Beacham and 9th grader Jailyn Beacham from Red Oak Community School District to Shenandoah Community School District for the 2022-2023 school year
- 5.3.9 Open Enrollment for 8th grader Matthew Utecht from Red Oak Community School District to CAM Community School District for the 2022-2023 school year
- 5.3.10 Open Enrollment for 9th grader Payton Harvey from Red Oak Community School District to CAM Community School District for the 2022-2023 school year
- 5.3.11 Open Enrollment for 7th grader Lucy DeMasi and 9th grader Geno DeMasi from Red Oak Community School District to CAM Community School District for the 2022-2023 school year
- 5.3.12 Open Enrollment for 1st grader Zeke Polsley from Red Oak Community School District to Essex Community School District for the 2022-2023 school year
- 5.4 Field Trip Request
 - 5.4.1 Request for Jr High Choir to travel to Worlds of Fun Music Festival in Kansas City, MO on May 5th, 2022
- 5.5 Personnel Considerations
 - 5.5.1 Termination of Holly Rider as Elementary Para-Professional effective 3-4-2022
 - 5.5.2 Resignation of Dave Ross as Bus Driver effective 3-11-2022
 - 5.5.3 Resignation of Linda Rodriguez as Para-Professional at Inman Elementary effective 3-11-2022
 - 5.5.4 Resignation of Janelle Erickson as Technology Strategist at Jr./Sr. High School effective at the end of the 2021-2022 school year
 - 5.5.5 Hiring of Janelle Erickson as half time K-12 Teacher Librarian for the 2022-2023 school year
 - 5.5.6 Resignation of SueAnn Crouse as Dean of Students at Inman Elementary effective at the end of the 2021-2022 school year
 - 5.5.7 Hiring of SueAnn Crouse as upper Elementary Teacher for the 2022-2023 school year
 - 5.5.8 Hiring of Weston Rolenc as High School Math for the 2022-2023 school year
 - 5.5.9 Hiring of Dillon Wiser as Jr Wrestling Coach for the 2022-2023 school year

6.0 General Business for the Board of Directors

6.1 Old Business

6.1.1 Discussion/Approval of the 2nd reading of board policies 400-402 Pg-13-
Pg 36

6.2 New Business

6.2.1 Discussion/Approval of Open Enrollment for Kindergartner Zeke Polsley from Red Oak Community School District to Essex Community School District for the 2021-2022 school year

6.2.2 Discussion/Approval of renewal of Frontline Education applications for 2022-2023: Absence Management in the amount of \$6,279.01; Frontline Central in the amount of \$6,311.73; Time and Attendance in the amount of \$5,400.11, and Financial Planning & Analytics (formerly Forecast 5) \$15,219.43 Pg 37-39

6.2.3 Discussion/Approval of Wellmark BCBS health insurance renewal rates for the 2022-2023 year Pg 40-42

6.2.4 Discussion/Approval of Natural Gas Program Participation Agreement Pg 43-47

6.2.5 Discussion/Approval of E-Rate Managed Services Agreement Pg 48-57

6.2.6 Discussion/Approval of E-Rate Dedicated Internet Access at Football Field/Outdoor Education Facility Pg 58-66

6.2.7 Discussion/Approval Issuing Certified Staff contracts for the 2022-2023 school year on March 15, 2022

6.2.8 Discussion/Approval Issuing bargaining Support Staff letter of assignments for the 2022-2023 school year

6.2.9 Discussion/Approval Issuing non-bargaining staff letter or assignments for the 2022-2023 school year

6.2.10 Discussion/Approval of Amending Teacher Leadership and Compensation (TLC) Plan Pg 67

6.2.11 Discussion/Approval of Facilities Assessment and Master Planning Request for Proposals Pg-68-71

6.2.12 Discussion/Approval of Custodial Services Request for Proposals Pg 72-109

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 Closed Session - Superintendent Evaluation Pursuant to Iowa Code Section 21.5(1)(i)

9.0 Next Board of Directors Meeting: Monday, March 28, 2022 – 5:30 pm
Red Oak Virtual Learning Center
Red Oak Jr./Sr. High

10.0 Adjournment



February 2022 | Red Oak Community Schools

FOOD SERVICE REPORT

Our Mission:
"Make Their Day"

Opaa! Core Values

Act in the best interest of the students, schools, and communities we serve.

Be honest in everything we do

Have a passion to serve others

Commit to continuous improvement.

Visit us online at
www.opaafood.com

Katie VanMeter
Director of Nutritional
Services
kvanmeter@opaafood.com

Emily Pattison
Regional Director of
Operations
epattison@opaafood.com

**Opaa! Food Management
Inc.**
636-812-0777
888-860-3236

During February WE SERVED...



5,725
BREAKFASTS



14,790
LUNCHES



256
Adult Meals



Top left: Roasted veggies at the High School

Top right: Jr./Sr. High School's amazing cinnamon rolls

Bottom left: Chili and cinnamon rolls- a student favorite!!



Upcoming in March!!!

- National school breakfast week
- New lunch options
- Weekly teacher specials

We are proud to manage your food service program!



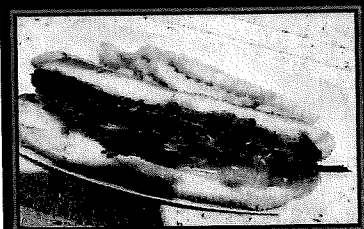
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Red Oak Community School District
Meeting of the Board of Directors
Meeting Location: Virtual Classroom/ Phone/Internet
Red Oak Junior Senior High School Campus
February 28, 2022

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

Present

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

Approval of Agenda

Motion by Director Walker, 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

Hawkeye 10 Winter Sports All-Academic Awards were announced, and six senior athletes received the recognition.

The 11th and 12th grade iJag students took over the planning and hosting of monthly birthday parties for Nishna Productions Adult Day program.

Several band students participated in the Iowa Honor Band hosted by the University of Iowa School of Music.

Nine students qualified for the State Individual Speech Contest and will perform at the Evening with the Stars on March 3, 2022.

The high school musical, "Guys and Dolls," was a huge success.

The high school boys' basketball team qualified for the state tournament.

Consent Agenda

Motion by Director Walker, second by Director Johnson to approve the consent agenda including meeting minutes, monthly business reports, open enrollment requests, personnel considerations, and use of ESSER funds. Motion carried unanimously.

Adjournment

Motion by Director Carlson, second by Director Walker to adjourn the regular meeting at 5:50 p.m. Motion carried unanimously.

Work Session

The work session of the Board of Directors of the Red Oak Community School District was called to order by President Bret Blackman at 6:00 p.m. at the Red Oak Junior Senior High School Virtual Classroom.

Present

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

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Continuation of February 28, 2022, Meeting Minutes-Page 2

Approval of Agenda

Motion by Director Carlson, second by Director Walker to approve the work session agenda.

Motion carried unanimously.

FY23 Certified Budget

Superintendent Lorenz provided a presentation of FY23 Certified Budget Information.

Information regarding items being considered was given. Discussion centered around these items such as the tax rate, debt service surplus levy, management fund uses, and assessed valuations.

Facilities Assessment RFP

Superintendent Lorenz created a request for proposal (RFP) for assessing district facilities. The Board went through the RFP to edit the document. The Board discussed a possible timeline to send out the RFP, possible presentations to the Board, and Board action to accept the proposal.

Custodial RFP

The Administrative Team went through the original request for proposal (RFP) for custodial services to update for current facilities. The Board discussed possible options for custodial services including bringing these services back in house.

Adjournment

Motion by Director Johnson, second by Director DeVries to adjourn the work session at 8:12 p.m. Motion carried unanimously.

Next Board of Directors Meeting

Monday, March 14, 2022 – 5:30 p.m.
Virtual Classroom/Phone/Internet
Red Oak Junior Senior High School Campus

Bret Blackman, President

Deb Drey, Board Secretary

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RED OAK BOARD REPORT

Vendor Name	Invoice Number	Amount
Account Number	Detail Description	Amount
Checking Account ID 1	Fund Number 10	OPERATING FUND
AGRIVISION	42558/38224	190.44
10 9010 2620 000 0000 618	Gator Parts for Repairs	190.44
Vendor Name AGRIVISION		190.44
AHLERS & COONEY	817972	53.00
10 9010 2310 000 0000 342	February 2022 Legal Fees	53.00
AHLERS & COONEY	819173	840.00
10 9010 2310 000 0000 342	Facilities Planning Legal	840.00
Vendor Name AHLERS & COONEY		893.00
ALBIREO ENERGY LLC	PIN0026466	15,273.00
10 0109 2620 000 0000 432	Jr/Sr HS VFD Replacement	15,273.00
Vendor Name ALBIREO ENERGY LLC		15,273.00
BATTEN SANITATION SERVICE	22822BS	5,542.04
10 0109 2630 000 0000 421	Jr/Sr HS Sanitation - 2/22	1,666.67
10 0418 2630 000 0000 421	IES Sanitation - 2/22	1,681.66
10 0445 2630 000 0000 421	ROECC Sanitation - 2/22	1,666.67
10 9010 2630 000 0000 421	Admin/BBF/BBF/Webster Sanitation	527.04
Vendor Name BATTEN SANITATION SERVICE		5,542.04
CAPITAL SANITARY SUPPLY CO.	055572A/B	456.50
10 9010 2620 000 0000 618	Mini Jumbo Toilet Paper	320.00
10 9010 2620 000 0000 618	Urinal Screens	136.50
Vendor Name CAPITAL SANITARY SUPPLY CO.		456.50
CASEY'S BUSINESS MASTERCARD	30122CBM	243.48
10 9010 2700 000 0000 626	Wrestling/Bowling Fuel	243.48
Vendor Name CASEY'S BUSINESS MASTERCARD		243.48
CENTURY LINK	022522CL	587.92
10 9010 2490 000 0000 530	Two-Way Transmitters	587.92
CENTURY LINK	030122CL	176.00
10 9010 2490 000 0000 530	Two-Way Transmitter	176.00
Vendor Name CENTURY LINK		763.92
CHEMSEARCH	7703824	434.17
10 9010 2640 000 0000 433	Water Treatment Boilers	434.17
CHEMSEARCH	7708473	432.13
10 9010 2640 000 0000 433	Water Treatment Boilers	432.13
Vendor Name CHEMSEARCH		866.30
CHILTON, KRISTINA	31122KC	17.15
10 0418 1000 100 8001 612	Reimbursement PTO /HyVee Supplies	17.15
Vendor Name CHILTON, KRISTINA		17.15
CITY OF RED OAK	22822CORO	1,290.60
10 9010 2620 000 0000 411	Admin/BB/BBF/BBF Water	84.50
10 0109 2620 000 0000 411	Jr/Sr HS Water 2/2022	466.68
10 0418 2620 000 0000 411	IES Water 2/2022	567.45
10 0445 2620 000 0000 411	ROECC Water 2/2022	171.97

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RED OAK BOARD REPORT

Vendor Name	Invoice Number	Amount
Account Number	Detail Description	Amount
Vendor Name CITY OF RED OAK		1,290.60
COUNSEL OFFICE & DOCUMENTS	23AR885091	2,432.34
10 0418 1000 100 0000 359	IES Copier Clicks - 2/22	1,081.26
10 0109 1000 100 0000 359	Jr/Sr HS Copier Clicks - 2/22	717.08
10 0445 1000 100 0000 359	ROECC Copier Clicks - 2/22	106.12
10 9010 2520 000 0000 618	Steady-Serve 2/22	12.99
10 9010 2520 000 0000 618	Admin Office Copier Clicks	514.89
COUNSEL OFFICE & DOCUMENTS	23AR885229	22.41
10 0109 2410 000 0000 618	Staples Jr/Sr HS Media Ctr	22.41
Vendor Name COUNSEL OFFICE & DOCUMENTS		2,454.75
CRAIG, PEGGY	031122PC	455.65
10 0418 2110 490 8027 618	Reimburse for Yes Mentoring	52.25
10 0418 2110 490 8027 618	Reimburse for Yes Mentoring	201.68
10 0418 2110 490 8027 618	Reimburse for Yes Mentoring	155.78
10 0418 2110 490 8027 618	Reimburse for Yes Mentoring	45.94
Vendor Name CRAIG, PEGGY		455.65
DOUG MEYER CHEVROLET	532246	103.50
10 9010 2700 000 0000 434	Suburban Air Bag Repair	103.50
Vendor Name DOUG MEYER CHEVROLET		103.50
EVANS EQUIPMENT COMPANY	34614	133.75
10 9010 1000 100 8203 612	Dunk Tank for PTO Carnival	133.75
Vendor Name EVANS EQUIPMENT COMPANY		133.75
FAREWAY FOOD STORES	00080001	173.36
10 0109 1300 340 0000 612	FACS Groceries	173.36
Vendor Name FAREWAY FOOD STORES		173.36
FBG SERVICE CORPORATION	920278	31,867.25
10 9010 2630 000 0000 340	February 2022 Custodial Svcs	31,867.25
FBG SERVICE CORPORATION	920696	1,569.50
10 9010 2630 000 0000 340	Additional February 2022 Custodial	1,569.50
Vendor Name FBG SERVICE CORPORATION		33,436.75
FES	INV012810	405.00
10 9010 2236 000 0000 536	March 2022 Web Hosting	405.00
Vendor Name FES		405.00
GLENWOOD COMMUNITY SCHOOLS	30222GCSD	2,867.78
10 9010 1200 217 3303 320	February 2022 Apex x 1	2,867.78
Vendor Name GLENWOOD COMMUNITY SCHOOLS		2,867.78
GREEN TREE COMPANY, THE	8970	2,625.00
10 9010 2630 000 0000 435	Snow Removal 2/24/22	2,625.00
Vendor Name GREEN TREE COMPANY, THE		2,625.00
IOWA DIVISION OF LABOR	222466	175.00
10 0109 2640 000 0000 433	Elevator Permit - Inspection	175.00

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RED OAK BOARD REPORT

Vendor Name	Invoice Number	Amount
Account Number	Detail Description	Amount
Vendor Name	IOWA DIVISION OF LABOR	175.00
JOHNSON AUTO PARTS	438270	44.99
10 9010 2700 000 0000 618	Hydraulic Fitting	44.99
Vendor Name	JOHNSON AUTO PARTS	44.99
KUNZE, SONIA	31122SK	55.00
10 0418 1000 100 8001 612	Reimbursement/PTO Funds	55.00
Vendor Name	KUNZE, SONIA	55.00
LORENZ, RONALD	31022RL	361.88
10 9010 2321 000 0000 580	Mileage Reimbursement	361.88
Vendor Name	LORENZ, RONALD	361.88
MIDAMERICAN ENERGY	21822MAE	15,841.98
10 9010 2620 000 0000 622	Admin Electricity 2/22	134.18
10 9010 2620 000 0000 622	FBF/BBF Electricity 2/22	525.57
10 9010 2620 000 0000 622	Bancroft Electricity 2/22	680.55
10 9010 2620 000 0000 622	Bus Barn Electricity 2/22	223.45
10 0109 2620 000 0000 622	Jr/Sr HS Electricity 2/22	8,490.80
10 0418 2620 000 0000 622	IES Electricity 2/22	3,738.37
10 0445 2620 000 0000 622	ROECC Electricity 2/22	2,049.06
Vendor Name	MIDAMERICAN ENERGY	15,841.98
NEBRASKA AIR FILTER, INC.	0399031-IN	893.04
10 9010 2620 000 0000 618	District Air Filters	893.04
NEBRASKA AIR FILTER, INC.	0399322-IN	565.43
10 9010 2620 000 0000 618	District Air Filters	565.43
Vendor Name	NEBRASKA AIR FILTER, INC.	1,458.47
ONESOURCE THE BACKGROUND CHECK COMPANY	IASB3330-20220228	50.00
10 9010 2310 000 0000 340	February 2022 Background Checks	50.00
Vendor Name	ONESOURCE THE BACKGROUND CHECK COMPANY	50.00
OREILLY AUTO PARTS	0298-174736	45.99
10 9010 2620 000 0000 618	3 Amp Charger	45.99
Vendor Name	OREILLY AUTO PARTS	45.99
RED OAK EXPRESS	17431	131.59
10 9010 2572 000 0000 540	February 2022 Board Claims	131.59
Vendor Name	RED OAK EXPRESS	131.59
RED OAK HARDWARE HANK	HH 28FEB22	13.87
10 0109 2620 000 0000 618	Jr/Sr HS Shower Head Return	13.87
Vendor Name	RED OAK HARDWARE HANK	13.87
RIVERSIDE TECHNOLOGIES, INC	0342282-IN	760.00
10 9010 2235 000 4045 359	March 2022 Managed Svcs	760.00
RIVERSIDE TECHNOLOGIES, INC	0343178-IN	2,857.62
10 9010 2235 000 4045 358	10- Yr Ap Licensing, 5 Yr Switch Lic	744.16

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RED OAK BOARD REPORT

Vendor Name	Invoice Number	Amount
Account Number	Detail Description	Amount
10 9010 2235 000 4045 739	Equipment, Switches, AP's Modules	2,113.46
Vendor Name	RIVERSIDE TECHNOLOGIES, INC	3,617.62

SCHOLASTIC BOOK FAIRS-8	W5061842BF	549.64
10 0109 2222 950 7415 618	Jr/Sr HS Book Fair	549.64
SCHOLASTIC BOOK FAIRS-8	W5071111BF	860.97
10 0109 2222 950 7415 618	Jr/Sr HS Book Fair	860.97
Vendor Name	SCHOLASTIC BOOK FAIRS-8	1,410.61

STREETSMARTS LLC	030422SS	380.00
10 0109 1000 121 0000 320	Drivers Ed - One Student	380.00
STREETSMARTS LLC	30322SS	2,845.00
10 0109 1000 121 0000 320	Drivers Ed - 8 Students	2,845.00
Vendor Name	STREETSMARTS LLC	3,225.00

UNITED FARMERS COOPERATIVE	022822UFMC	5,186.80
10 9010 2700 217 3303 626	Sped Ethanol - 2/2022	633.22
10 9010 2700 000 0000 623	Propane - 2/2022	938.72
10 9010 2700 000 0000 626	Ethanol - 2/2022	3,175.16
10 9010 2700 000 0000 626	Truck ATV Ethanol - 2/2022	136.26
10 9010 2700 000 0000 627	Diesel - 2/2022	303.44
UNITED FARMERS COOPERATIVE	022822UFMC-1	183.92
10 9010 2620 000 0000 618	District Maintenance Supplies 2/2022	183.92
Vendor Name	UNITED FARMERS COOPERATIVE	5,370.72

Wells Fargo Financial Leasing, Inc.	5019130329	1,215.50
10 9010 2520 000 0000 618	Admin Copier Lease 2/2022	110.50
10 0418 1000 100 0000 359	IES Copier Lease 2/2022	331.50
10 0445 1000 100 0000 359	ROECC Copier Lease 2/2022	221.00
10 0109 1000 100 0000 359	Jr/Sr HS Copier Lease 2/2022	552.50
Vendor Name	Wells Fargo Financial Leasing, Inc.	1,215.50

WESTLAKE ACE HARDWARE	2570127-1	268.22
10 0109 2620 000 0000 618	Jr/Sr HS Maintenance Supplies 2/2022	58.29
10 0418 2620 000 0000 618	IES Maintenance Supplies 2/2022	52.47
10 9010 2700 000 0000 618	Transportation Supplies 2/2022	16.74
10 9010 2620 000 0000 618	District Maintenance Supplies 2/2022	140.72
Vendor Name	WESTLAKE ACE HARDWARE	268.22

Fund Number	10	101,478.41
Checking Account ID	1	
SPECIALTY UNDERWRITERS LLC	Fund Number 22	MANAGEMENT FUND
	SW3892-4	21,710.50
22 9010 2310 000 0000 520	Quarterly Insurance Premium	21,710.50
Vendor Name	SPECIALTY UNDERWRITERS LLC	21,710.50

Fund Number	22	21,710.50
Checking Account ID	1	123,188.91
Checking Account ID	2	
OPAA! FOOD MANAGEMENT INC	Fund Number 61	SCHOOL NUTRITION FUND
	IA00038985	61,060.63

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RED OAK BOARD REPORT

Vendor Name	Invoice Number	Amount
Account Number	Detail Description	Amount
61 9010 3110 000 0000 570	February 2022 Food Expenses	61,060.63
OPAA! FOOD MANAGEMENT INC	IA00039109	778.21
61 9010 3110 000 4557 631	FFVP February 2022	778.21
Vendor Name OPAA! FOOD MANAGEMENT INC		61,838.84
Fund Number 61		61,838.84
Checking Account ID 2		61,838.84
Checking Account ID 3	Fund Number 21	STUDENT ACTIVITY FUND
FJM INC	6154	485.00
21 0109 1400 910 6220 618	Drum Major Uniforms	485.00
Vendor Name FJM INC		485.00
IOWA HIGH SCHOOL ATHLETIC ASSO	INV3174	210.00
21 0109 1400 920 6600 618	Autograph Basketballs	210.00
Vendor Name IOWA HIGH SCHOOL ATHLETIC ASSO		210.00
IOWA MUSIC EDUCATORS ASSOCIATION	1238	273.00
21 0109 1400 910 6210 810	Solo/Ensemble Vocal Registrations	273.00
Vendor Name IOWA MUSIC EDUCATORS ASSOCIATION		273.00
IOWA STATE UNIVERSITY EXTENSION AND OUTREACH TRAINING	2022Judge	70.00
21 0109 1400 950 7407 618	FFA Award Sponsor	70.00
Vendor Name IOWA STATE UNIVERSITY EXTENSION AND OUTREACH TRAINING		70.00
PEPPER & SON, INC.	364127085	14.29
21 0109 1400 950 7407 618	FFA Chorus Music	14.29
Vendor Name PEPPER & SON, INC.		14.29
PLAYSCRIPTS, INC	2267437	387.66
21 0109 1400 910 6111 618	JH Spring Playscript	387.66
Vendor Name PLAYSCRIPTS, INC		387.66
RED OAK HARDWARE HANK	HH 28FEB22-1	49.48
21 0109 1400 950 7407 618	FFA Coloring Contest Supplies	49.48
RED OAK HARDWARE HANK	HH 28FEB22-2	33.29
21 0109 1400 950 7407 618	FFA Supplies	33.29
RED OAK HARDWARE HANK	HH 28FEB22-3	479.94
21 0109 1400 920 6710 618	Boys Basketballs	479.94
RED OAK HARDWARE HANK	HH 28FEB22-4	159.98
21 0109 1400 920 6710 618	Stamped Boys BBs	159.98
Vendor Name RED OAK HARDWARE HANK		722.69
RIEMAN MUSIC, INC.	3359306	78.75
21 0109 1400 910 6220 348	JH Band Repair	78.75
Vendor Name RIEMAN MUSIC, INC.		78.75
SOUTHWEST VALLEY SCHOOLS	31122SWV	100.00
21 0109 1400 920 6790 810	John J Harris Tournament	100.00
Vendor Name SOUTHWEST VALLEY SCHOOLS		100.00

Red Oak Community School District
03/11/2022 10:24 AM

RED OAK BOARD REPORT

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User ID: HARRISH

Vendor Name	Invoice Number	Amount
Account Number	Detail Description	Amount
UNITED FARMERS COOPERATIVE	022822UFMC-2	431.28
21 0109 1400 910 6210 618	HS Musical Supplies	431.28
Vendor Name	UNITED FARMERS COOPERATIVE	431.28
WEST MUSIC CO.	SI2073070	39.45
21 0109 1400 910 6210 618	Additional IHSMA Student Music	39.45
Vendor Name	WEST MUSIC CO.	39.45
WESTLAKE ACE HARDWARE	2570127	249.41
21 0109 1400 910 6210 618	Musical Supplies	249.41
WESTLAKE ACE HARDWARE	2570127-2	115.96
21 0109 1400 910 6210 618	HS Musical Supplies	115.96
Vendor Name	WESTLAKE ACE HARDWARE	365.37
ZIMMER, NICK	011422NZ	50.00
21 0109 1400 920 6710 345	JV GBB Official	50.00
Vendor Name	ZIMMER, NICK	50.00
Fund Number	21	3,227.49
Checking Account ID	3	3,227.49

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Board Policies 400-402 (Employees Internal Relations)

400.1 - Role of and Guiding Principles for Employees

This series of the board policy manual is devoted to the board's goals and objectives for employees in the performance of their jobs. Employees provide a variety of important services for the children of the school district community. They may be teaching or assisting in the classroom, working in the office, maintaining the facilities, driving or repairing the school buses, or cooking lunches. Each employee plays a vital role in providing an equal opportunity for a quality education for students commensurate with the students' individual needs. All employees have an impact on the school environment, including students, parents, and community members, by their dedication to their work and their actions. As role models for the students, employees shall promote a cooperative, enthusiastic, and supportive learning environment for the students.

In striving to achieve a quality education program, the board's goal is to obtain and retain qualified and effective employees. The board shall have complete discretion to determine the number, the qualifications, and the duties of the positions and the school district's standards of acceptable performance. It shall be the responsibility of the superintendent to make recommendations to the board in these areas prior to board action. The board recognizes its duty to bargain collectively with duly certified collective bargaining units.

Board policies in this series relating to general employees shall apply to employees regardless of their position as a licensed employee, classified employee, substitute or administrator. Board policies relating to licensed employees shall apply to positions that require a teaching license or administrator's certificate or other professional license, certificate or endorsement, unless administrative positions are specifically excluded from the policy or a more specific policy is in the 300 series. Classified employees' policies included in this series shall apply to positions that do not fall within the definition of licensed employee.

Approved: July 25, 2018

Reviewed: ~~July 25, 2018~~ February 14, 2022

Revised: ~~July 25, 2018~~

400.2 - Equal Employment Opportunity

The Red Oak Community School District will provide equal opportunity to employees and applicants for employment in accordance with applicable equal employment opportunity and affirmative action laws, directives and regulations of federal, state and local governing bodies. Opportunity to all employees and applicants for employment includes hiring, placement, promotion, transfer or demotion, recruitment, advertising or solicitation for employment, treatment during employment, rates of pay or other forms of compensation, and layoff or termination. The school district will take affirmative action in major job categories where women, men, minorities, and persons with disabilities are underrepresented. Employees will support and comply with the district's

established equal employment opportunity and affirmative action policies. Employees will be given notice of this policy annually.

The board will appoint an affirmative action coordinator. The affirmative action coordinator will have the responsibility for drafting the affirmative action plan. The affirmative action plan will be reviewed by the board at least every two years.

Individuals who file an application with the school district will be given consideration for employment if they meet or exceed the qualifications set by the board, administration, and Iowa Department of Education for the position for which they apply. In employing individuals, the board will consider the qualifications, credentials, and records of the applicants without regard to the applicants' age, race, creed, color, sex, sexual orientation, gender identity, national origin, religion, disability, or genetic information. In keeping with the law, the board will consider the veteran status of applicants.

Prior to a final offer of employment for any position, the school district will perform any background check required by law. The district may determine on a case-by-case basis that, based on the duties, ~~some~~ **other** positions within the district will require more thorough background checks. Based upon the results of the background checks, the school district will determine whether an offer will be extended and may withdraw a previously extended offer.

Advertisements and notices for vacancies within the district will contain the following statement: "The Red Oak Community School District is an equal employment opportunity/affirmative action employer." The statement will also appear on application forms.

Inquiries by employees or applicants for employment regarding compliance with equal employment opportunity and affirmative action laws and policies, including but not limited to complaints of discrimination, may also be directed to the Iowa Civil Rights Commission, 400 E. 14th Street, Des Moines, Iowa 50301-1004, (515) 281-4121 or 1-800-457-4416, <http://www.state.ia.us/government/crc/index.html> or to the Director of the ~~Region VII Office of Civil Rights, Department of Education, Kansas City, Missouri~~ **Equal Employment Opportunity Commissions, Milwaukee Area Office, Reuss Federal Plaza, 310 West Wisconsin Ave., Suite 800, Milwaukee, WI., 53203-2292, (800) 669-4000 or TTY (800) 669-6820. <http://www.eeoc.gov/field/milwaukee/index.cfm>**. Such inquiry or complaint to the state or federal office may be done instead of, or in addition to, an inquiry or complaint at the local level.

Further information and copies of the procedures for filing a complaint are available in the school district's central administrative office and the administrative office in each attendance center.

Approved: July 25, 2018

Reviewed: ~~July 25, 2018~~ **February 15, 2022**

Revised: ~~July 25, 2018~~

401.1 - Employee Defined

Employees are those individuals who are employed by the school district on an ongoing basis who are not independent contractors. The district may give employees individual contracts or letters of assignment or may not issue any form of written document to employees, as required by law and in the discretion of the district. Any contracts for employment must be signed by the board president.

Licensed employees, including administrators, are those employees required to hold an appropriate license from the Iowa Department of Education for their position as required by the Board of Educational Examiners or others with professional licenses. Licenses required for a position will be considered met if the employee meets the requirements established by the Iowa Department of Education. Licensed employees must present evidence of current license to the board secretary prior to payment of salary each year.

Support staff **or classified** employees are employees who are not administrators or employees in positions which require **a license issued by the Iowa Board of Educational Examiners** ~~an Iowa Department of Education teaching license~~ and who are employed to fulfill the duties listed on their job description on a monthly or hourly basis. Support staff employees required to hold a license for their position must present evidence of their current license to the board secretary prior to payment of wages each year.

It is the responsibility of the superintendent to establish job specifications and job descriptions for employees' positions, other than the position of the superintendent. Job descriptions may be approved by the board.

Approved: July 25, 2018

Reviewed: ~~July 25, 2018~~ **February 14, 2022**

Revised: ~~July 25, 2018~~

401.2 - Employee Qualifications, Recruitment, and Selection

Recruitment and selection of the employees of the district shall be the responsibility of the superintendent. In the discharge of this responsibility, the superintendent may utilize other administrators and/or staff members as is practical and effective.

Selection of employees shall be based on the following qualifications, as well as any other qualifications the superintendent or administrator deems appropriate:

1. Training, education, **experience, and skill** ~~certification, and licensing;~~
2. Possession of, or ability to obtain, state license if required for the position;
3. Demonstrated professional competency;
4. Personality; and

5. General suitability for the position;
6. The needs of the district.

All professional employees shall be properly licensed as required by statutory enactment and the Iowa Department of Education.

The superintendent shall make a recommendation to the board and the board shall approve any recommendation prior to any individual being employed by the board, except the superintendent may hire teachers without approval of the board. However, the superintendent will have the authority to employ an employee on a temporary basis until a recommendation can be made and action can be taken by the board on the position.

Approved: July 25, 2018

Reviewed: ~~July 25, 2018~~ February 14, 2022

Revised: ~~July 25, 2018~~

Policy 401.3 LIMITATIONS TO EMPLOYMENT REFERENCES

[Mandatory Policy per ESSA]

The Red Oak Community School District believes in taking appropriate measures to promote the health and welfare of all students. Any school employee, contractor, or agent shall not assist another school employee, contractor, or agent in obtaining a new job, apart from the routine transmission of administrative personnel files, if the individual or agency knows, or has probable cause to believe, that such school employee, contractor, or agent engaged in sexual misconduct regarding a minor or student in violation of the law.

This limitation does not apply if the matter has been properly reported to law enforcement and any other regulatory authorities required by law, and either:

- the matter has been officially closed by the law enforcement agency;
- the individual is acquitted or otherwise exonerated of the alleged misconduct; or
- more than four years has passed since the case was opened, and no charges or indictment have been filed.

Approved:

Reviewed: February 14, 2022

Revised:

401.3-4 - Employee Leaves and Absences

Employees shall be provided leave as required under federal, state or local law; as specified in board policy; as specified in a collective bargaining unit covering the employee; or as specified in the individual employee's contract with the district.

Unpaid leave may be used to excuse an involuntary absence not provided for in other leave policies. Employees may make requests for unpaid leaves of absence. Such requests shall be submitted in writing to the superintendent or designee at least five (5) work days in advance except in cases of emergency, in which case authorization must be requested as soon as possible and in no event more than five (5) work days after the absence. Such requests will be considered individually on their own merits and in accordance with the applicable collective bargaining agreement, if any, and state and federal law.

The superintendent or designee will have complete discretion to grant or deny the requested unpaid leave. In making this determination, the superintendent will consider the effect of the employee's absence on the education program and school district operations, the financial condition of the school district, length of service, previous record of absence, the reason for the requested absence, and other factors the superintendent believes are relevant in making this determination.

If unpaid leave is granted, the duration of the leave period is coordinated with the scheduling of the education program whenever possible, to minimize the disruption of the education program and school district operations.

Approved: July 25, 2018

Reviewed: ~~July 25, 2018~~ **February 24, 2022**

Revised: ~~July 25, 2018~~

401.4-5- Employee Resignation

Licensed Employees

A licensed employee who wishes to resign must notify the superintendent in writing within the time period set by the board for return of the contract. This applies to regular contracts for the licensed employee's regular duties and for an extracurricular contract for extra duty. Resignations of this nature will be accepted by the board.

The board may require an individual who has resigned from an extracurricular contract to accept the resigned position for only the subsequent school year when the board has made a good faith effort to find a replacement and the licensed employee is continuing to be employed by the school district.

Support Staff Employees

Support staff employees who wish to resign during the school year must notify the superintendent in writing of their intent to resign and final date of employment no less than thirty (30) days prior to their last working day.

Approved: July 25, 2018
Reviewed: ~~July 25, 2018~~ **February 14, 2022**
Revised: ~~July 25, 2018~~

401.5 6- Employee Contract Release-Licensed Employees

Licensed employees who wish to be released from an executed contract must give at least twenty-one days notice to the superintendent. Licensed employees may be released at the discretion of the board. Only in unusual and extreme circumstances will the board release a licensed employee from a contract. The board will have sole discretion to determine what constitutes unusual and extreme circumstances.

Release from a contract will be contingent upon finding a suitable replacement. Licensed employees requesting release from a contract after it has been signed and before it expires may be required to pay the board the cost of advertising incurred to locate and hire a suitable replacement. Upon written mutual agreement between the employee and the superintendent, the costs may be deducted from the employee's salary. Payment of these costs is a condition for release from the contract at the discretion of the board. Failure of the licensed employee to pay these expenses may result in a cause of action being filed in small claims court.

The superintendent is required to file a complaint with the Iowa Board of Educational Examiners against a licensed employee who leaves without proper release from the board.

In the event a certified employee (i.e., teacher or administrator) submits a written resignation by November 30, to be effective at the end of the current school year, that employee shall be eligible to receive a \$1,250 severance bonus. A certified employee who submits a written resignation by January 15, to be effective at the end of the current school year, shall be eligible to receive a \$750 severance bonus. By acceptance of the severance bonus, the employee waives any rights to seek unemployment or other employment claims against the district. The payment of the severance bonus shall occur within thirty (30) days following board approval of the resignation. Once the resignation is approved by the Board, all the employee's rights will be terminated on the employee's last contract day of the current school year. Once approved, the employee's resignation may not be rescinded. This provision may not be applied in conjunction with any other employment separation agreement.

Approved: August 23, 2021
Reviewed: ~~August 23, 2021~~ **February 14, 2022**
Revised: August 23, 2021

401.6 7 - Employment Retirement

Employees who will complete their current contract with the board may apply for retirement. No employee will be required to retire at a specific age.

Application for retirement will be considered made when the employee states in writing to the superintendent, no later than the date set by the board for the return of the employee's contract to the board, if applicable, the intent of the employee to retire. The letter must state the employee's desire to retire and be witnessed by another party other than the principal or the superintendent. Applications made after the date set by the board for the return of the employee's contract to the board, if applicable, may be considered by the board if special circumstances exist. It is within the discretion of the board to determine whether special circumstances exist.

Board action to approve a licensed employee's application for retirement is final, and such action constitutes nonrenewal and/or termination of the employee's contract effective the day of the employee's retirement.

Licensed employees who retire under this policy may qualify for retirement benefits through the Iowa Public Employees Retirement System.

Employees and their spouse and dependents who have group insurance coverage through the school district may be allowed to continue coverage of the school district's group health insurance program, at their own expense, by meeting the requirements of the insurer.

Approved: July 25, 2018

Reviewed: ~~July 25, 2018~~ **February 14, 2022**

Revised: July 25, 2018

401.7 8- Employee Suspension

Employees will perform their assigned job, respect and follow board policy, and obey the law. The superintendent is authorized to suspend an employee pending board action on a discharge, for investigation of charges against the employee, for reasons related to staff and student safety, and for disciplinary purposes. In the event of a suspension, appropriate due process will be followed. It is within the discretion of the superintendent to suspend an employee with or without pay.

Approved: July 25, 2018

Reviewed: ~~July 25, 2018~~ **February 14, 2022**

Revised: ~~July 25, 2018~~

401.8 9 - Employee Dismissal

The superintendent or designee has authority to suspend the services of any employee, as permitted under law. The superintendent or designee shall make a recommendation to the board regarding the employee's employment with the district. The board shall take action

whether or not to terminate the employee's employment with the district, as required and/or permitted under law.

The superintendent, the superintendent's designee and the board shall follow all applicable procedures and provide appropriate due process as required under the law and/or as required in a negotiated labor contract, if any.

Approved: July 25, 2018

Reviewed: ~~July 25, 2018~~ **February 14, 2022**

Revised: ~~July 25, 2018~~

Policy 401.10 EMPLOYEE EXPRESSION *[Mandatory Policy per Iowa Code ch. 279.73]*

The board believes the district has an interest in maintaining an orderly and effective work environment while balancing employees First Amendment rights to freedom of expression and diverse viewpoints and beliefs. When employees speak within their official capacity, their expression represents the district and may be regulated. The First Amendment protects a public employee's speech when the employee is speaking as an individual citizen on a matter of public concern. Even so, employee expression that has an adverse impact on district operations and/or negatively impacts an employee's ability to perform their job for the district may still result in disciplinary action up to and including termination.

Employees who use social media platforms are encouraged to remember that the school community may not be able to separate employees as private citizens, from their role within the district. Employee expression on social media platforms that interferes with the district's operations or prevents the district from functioning efficiently and effectively may be subject to discipline up to and including termination.

A district employee who acts to protect a student for engaging in free expression or who refuses to infringe on students engaging in free expression; and who is acting within the scope of their professional ethics will not be retaliated against or face any adverse employment action based on their behavior provided that expression is otherwise permitted by law and board policy.

If the board or court finds an employee that is subject to licensure, certification or authorization by the Board of Educational Examiners discriminated against a student or other co-employee, the board will refer the employee to the Board of Educational Examiners for additional proceedings as required by law and which may result in discipline up to and including termination.

Approved:

Reviewed:

Revised:

402.1 - Employee Conflict of Interest

Employees' use of their position with the school district for financial gain is considered a conflict of interest with their position as employees and may subject employees to disciplinary action.

Employees have access to information and a captive audience that could award the employee personal or financial gain. No employee may solicit other employees or students for personal or financial gain to the employee without the approval of the superintendent. If the approval of the superintendent is given, the employee must conduct the solicitations within the conditions set by the superintendent. Further, the superintendent may, upon five days' notice, require the employee to cease such solicitations as a condition of continued employment.

Employees will not act as an agent or dealer for the sale of textbooks or other school supplies. Employees will not participate for personal financial remuneration in outside activities wherein their position on the staff is used to sell goods or services to students or to parents. Employees will not engage in outside work or activities where the source of information concerning the customer, client or employer originates from information obtained because of the employee's position in the school district.

It will also be a conflict of interest for an employee to engage in any outside employment or activity which is in conflict with the employee's official duties and responsibilities. In determining whether outside employment or activity of an employee creates a conflict of interest, situations in which an unacceptable conflict of interest is deemed to exist will include, but not be limited to, any of the following:

1. The outside employment or activity involves the use of the school district's time, facilities, equipment and supplies or the use of the school district's badge, uniform, business card or other evidences of office to give the employee or the employee's immediate family an advantage or pecuniary benefit that is not available to other similarly situated members or classes of members of the general public. For purposes of this section, a person is not "similarly situated" merely by being related to an employee who is employed by the school district.
2. The outside employment or activity involves the receipt of, promise of, or acceptance of more or other consideration by the employee or a member of the employee's immediate family from anyone other than the school district for the performance of any act that the employee would be required or expected to perform as part of the employee's regular duties or during the hours during which the employee performs service or work for the school district.
3. The outside employment or activity is subject to the official control, inspection, review, audit or enforcement authority of the employee during the performance of the employee's duties.

If the outside employment or activity is employment or activity in (1) or (2) above, the employee must cease the employment or activity. If the activity or employment falls under (3), then the employee must:

- Cease the outside employment or activity; or
- Publicly disclose the existence of the conflict and refrain from taking any official action or performing any official duty that would detrimentally affect or create a benefit for the outside employment or activity. Official action or official duty includes, but is not limited to, participating in any vote, taking affirmative action to influence any vote, or providing any other official service or thing that is not available generally to members of the public in order to further the interests of the outside employment or activity.

When procurement is supported by Federal Child Nutrition funds, employees will not participate in the selection, award, or administration of a contract if there is a real or apparent conflict of interest in the contract. Contract, for purposes of this paragraph, includes a contract where the employee, employee's immediate family, partner, or a non-school district employer of these individuals is a party to the contract.

It is the responsibility of each employee to be aware of and take the necessary action to eliminate a potential conflict of interest should it arise.

Approved: July 25, 2018

Reviewed: ~~July 25, 2018~~ **February 14, 2022**

Revised: July 25, 2018

402.2 – Nepotism

Nepotism is patronage bestowed or favoritism shown on the basis of family relationship. More than one family member may be an employee of the district. The decision to employ more than one individual in a family shall be made on the basis of each individual's qualifications and credentials.

No district employee shall be involved in hiring a family member. No district employee shall serve in a supervisory capacity over one of their family members who is a contracted employee of the district. No district employee shall attempt to influence the evaluation or conditions of employment of the employee's family member with anyone who serves in a supervisory capacity over that family member.

Family members for purposes of this policy include husbands, wives, mothers, fathers, mothers-in-law, fathers-in-law, sisters, brothers, sisters-in-law, brothers-in-law, daughters, sons, daughters-in-law, and sons-in-law.

Approved: July 25, 2018
Reviewed: ~~July 25, 2018~~ February 14, 2022
Revised: July 25, 2018

402.3 - Employee Harassment

~~I. The Red Oak Community School District is committed to maintaining a learning environment that is free from harassment because of an individual's age, race, creed, color, sex, sexual orientation, gender identity, national origin, religion, disability, or genetic information.~~ The district prohibits any and all forms of harassment **because of including that which is based on** an individual's age, race, creed, color, sex, sexual orientation, gender identity, national origin, religion, disability, or genetic information.

It shall be a violation of this policy for any teacher, administrator, or other school personnel of the district to harass a teacher, administrator, or other school personnel through conduct or communication of a sexual nature or regarding an individual's age, race, creed, color, sex, sexual orientation, gender identity, national origin, religion, disability, or genetic information, as defined by this policy. For purposes of this policy, school personnel include Board members, school employees, agents, volunteers, contractors, or persons subject to the supervision and control of the district.

It shall also be a violation of this policy for any teacher, administrator or other school personnel of this district to tolerate sexual harassment or harassment because of an individual's age, race, creed, color, sex, sexual orientation, gender identity, national origin, religion, disability, or genetic information by a teacher, administrator, other school personnel, or by any third parties who are participating in, observing, or otherwise engaging in activities under the direction of the district. Any teacher, administrator, or other school personnel who has knowledge or belief that an individual has or may have been the victim of prohibited harassment is required to immediately report the alleged acts to an appropriate district official designated by this policy. Failure to report the harassing conduct could result in discipline, up to and including termination, for the teacher, administrator, or other school personnel who failed to report.

The district will act to promptly investigate all complaints, either formal or informal, verbal or written, of harassment and to promptly take appropriate action to protect individuals from further harassment. If the district determines that unlawful harassment has occurred, it shall promptly and appropriately discipline any teacher, administrator or other school personnel who is found to have violated this policy, up to and possibly including termination, and/or take other appropriate action reasonably calculated to end the harassment.

II. Definitions

- A. Sexual Harassment: Sexual harassment consists of unwelcome and unsolicited sexual advances, requests for sexual favors, sexually motivated physical conduct,

or other verbal, physical, or written conduct or communication of a sexual nature when:

1. submission to that conduct or communication by an individual is made a term or condition, either explicitly or implicitly, of obtaining or retaining employment;
2. submission to or rejection of that conduct or communication by an individual is used as a factor in decisions affecting the individual's employment; or
3. that conduct or communication has the purpose or effect of substantially or unreasonably interfering with an individual's employment or education, or creating an intimidating, hostile or offensive employment environment.

Examples of conduct that may constitute sexual harassment may include, but are not limited to:

1. unwelcome verbal harassment or abuse, or unwelcome written harassment or abuse, including through the Internet or e-mail;
2. unwelcome sexual advances or pressure for sexual activity;
3. unwelcome, sexually motivated or inappropriate patting, pinching, or physical contact, other than necessary restraint of students by teachers, administrators or other school personnel to avoid physical harm to persons or property;
4. unwelcome sexual behavior or words, including demands for sexual favors, accompanied by implied or overt threats concerning an individual's employment status or implied or overt promises of preferential treatment with regard to an individual's employment status;
5. unwelcome behavior or words directed at an individual because of gender;
6. coercing, forcing or attempting to coerce or force the touching of anyone's intimate parts;
7. coercing, forcing or attempting to coerce or force sexual intercourse or a sexual act on another;
8. threatening to force or coerce sexual acts, including the touching of intimate parts or intercourse, on another;
9. graffiti of a sexually offensive nature;
10. sexual gestures or jokes; or
11. spreading rumors about or rating other individuals as to sexual activity or performance.

B. Harassment: Other forms of harassment consist of physical, verbal, or written conduct relating to an individual's age, race, creed, color, sex, sexual orientation, gender identity, national origin, religion, disability, or genetic information when the conduct:

1. has the purpose or effect of creating an intimidating, hostile or offensive employment environment;

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2. has the purpose or effect of substantially or unreasonably interfering with an individual's employment performance; or
3. otherwise adversely affects an individual's employment opportunities.

Examples of conduct that may constitute harassment based on age, race, creed, color, sex, sexual orientation, gender identity, national origin, religion, disability, or genetic information include, but are not limited to:

1. threatening or intimidating conduct directed at others because of age, race, creed, color, sex, sexual orientation, gender identity, national origin, religion, disability, or genetic information, including through the Internet or e-mail;
2. slurs, negative stereotypes and hostile acts based on age, race, creed, color, sex, sexual orientation, gender identity, national origin, religion, disability, or genetic information;
3. graffiti containing offensive language that is derogatory to others because of their age, race, creed, color, sex, sexual orientation, gender identity, national origin, religion, disability, or genetic information;
4. written or graphic material containing comments or stereotypes which is posted or circulated (including through e-mail or the Internet) and which is aimed at degrading individuals because of age, race, creed, color, sex, sexual orientation, gender identity, national origin, religion, disability, or genetic information; or
5. a physical act of aggression or assault upon another because of, or in a manner reasonably related to, the individual's age, race, creed, color, sex, sexual orientation, gender identity, national origin, religion, disability, or genetic information.

III. Reporting Procedures

Any individual who believes he or she has been the victim of harassment by a teacher, administrator or other school personnel of the district, or by any other person who is participating in, observing, or otherwise engaging in activities under the direction of the district, is encouraged to report the alleged act immediately to the individual's building principal or the district's Equity Coordinator.

Any teacher, administrator, or other school personnel who has knowledge or belief that an individual has or may have been the victim of prohibited harassment is required to immediately report the alleged acts to the individual's building principal or the district's Equity Coordinator. Failure to report the harassing conduct could result in discipline, up to and including termination, for the teacher, administrator, or other school personnel who failed to report.

Any other person with knowledge or belief that an individual has or may have been the victim of prohibited harassment is encouraged to immediately report the alleged acts to the appropriate building principal or the district's Equity Coordinator.

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The district encourages the reporting party or complainant to use the report form available from the principal of each building and available from the district office, but oral reports shall be considered complaints as well. Nothing in this policy shall prevent any person from reporting harassment or violence directly to the district's Equity Coordinator.

The Board hereby designates the Equity Coordinator as the individual responsible for identifying, investigating, preventing, and remedying harassment within the district. The district shall conspicuously post the name of the Equity Coordinator, including mailing addresses and telephone numbers.

IV. Investigation Procedures

By authority of the Board, the Equity Coordinator, upon receipt of a report or complaint alleging prohibited harassment, shall immediately undertake or authorize an investigation. The investigation may be conducted by district officials or by a third party designated by the district.

The district may take immediate steps, at its discretion, to protect the complainant, students, teachers, administrators or other school personnel pending completion of an investigation of alleged harassment.

The investigation will be completed as soon as practicable. The investigator shall make a written report to the Equity Coordinator or designee upon completion of the investigation, which shall include a determination of whether the allegations have been substantiated as factual and whether they appear to be violations of this policy. Whether a particular action or incident constitutes a violation of this policy requires a determination based on all the facts and surrounding circumstances.

V. District Action

The district will take appropriate action following a finding that a violation of this policy has occurred. Such action may include, but is not limited to: warning, suspension, exclusion, expulsion, transfer, remediation, reprimand, termination or discharge, counseling, training, or mentoring. District action taken for violation of this policy will be consistent with requirements of applicable collective bargaining agreements, state and federal law, and district policy.

VI. Prohibition on Retaliation

Retaliation against an individual because the individual has filed a harassment complaint or assisted or participated in a harassment investigation or proceeding is prohibited. Any teacher, administrator, or other school personnel shall not engage in reprisal, retaliation, harassment, or false accusation against a victim, witness, or an

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individual who has reliable information, about such an act of harassment. The superintendent/designee has the right to discipline individuals who knowingly file false harassment complaints or otherwise act in bad faith during a complaint/investigative process. An individual who is found to have retaliated against another in violation of this regulation will be subject to disciplinary action, up to and possibly including termination.

VII. Right to Alternative Complaint Procedures

These procedures do not deny the right of any individual to pursue other avenues of recourse which may include filing charges with the Iowa Civil Rights Commission, 211 E. Maple, Des Moines, Iowa, 50309, (515) 281-4121, or the U.S. Department of Education, Office for Civil Rights, Citigroup Center, 500 W. Madison Street, Suite 1475, Chicago, IL 60661-4544, (312) 730-1560. Any inquiry or complaint to a state or federal office may be done instead of, or in addition to, an inquiry or complaint at the local level.

Approved: July 25, 2018

Reviewed: ~~July 25, 2018~~ **February 14, 2022**

Revised: July 25, 2018

402.4 - Employee Records

The school district will maintain personnel records on employees. The records are important for the daily administration of the educational program, for implementing board policy, for budget and financial planning, and for meeting state and federal requirements.

The records will include, but not be limited to, records necessary for the daily administration of the school district, salary records, evaluations, application for employment, references, and other items needed to carry out board policy. Employee personnel files are school district records and are considered confidential records and therefore are not generally open to public inspection or accessibility. Only in certain limited instances, when the employee has given a signed consent, will employee personnel records be accessible to individuals other than the employee or authorized school officials.

Employees may have access to their personnel files, with the exception of confidential letters of reference, and copy items from their personnel files at a time mutually agreed upon between the superintendent and the employee. The school district may charge a reasonable fee for each copy made. However, employees will not be allowed access to the employment references written on behalf of the employee. Board members will generally only have access to an employee's file when it is necessary because of an employee related matter before the board.

It is the responsibility of the superintendent to keep employees' personnel files current. The board secretary is the custodian of employee records.

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

Approved: July 25, 2018

Reviewed: ~~July 25, 2018~~ **February 14, 2022**

Revised: July 25, 2018

402.4R1 - Employee Records Regulation

Employee Personnel Records Contents

1. Employee personnel records may contain the following information:
 - Personal information including, but not limited to, name, address, telephone number, emergency numbers, birth date and spouse;
 - Application, resume and references, except those that shall be kept confidential according to state and federal law;
 - Educational transcripts;
 - Copy of the employee's license or certificate, if needed for the position;
 - Individual employment contract;
 - Job description and/or assignment;
 - Salary information;
 - Tax documents, including, but not limited to IRS Form W-4;
 - Written attendance records;
 - Evaluation documents;
 - Complaints;
 - Performance improvement plans;
 - Documents concerning any raise, promotion, pay decrease or demotion;
 - Records of disciplinary matters;
 - Receipts and/or acknowledgements of any employee-related material, including policies and handbooks;
 - Letters of termination and/or resignation;
 - Documentation relating to an employee's unemployment benefits; and
 - Documentation relating to an employee's employment ceasing.
2. Employee health and medical records are kept in a file separate from the employee's personnel records. Health and medical records may contain, but are not limited to:
 - Medical professional signed physical form;
 - Sick or long-term disability leave days;
 - Worker's compensation claims;
 - Reasonable accommodation made by the school district to accommodate the employee's disability;

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- Employee's medical history, including, but not limited to, medical records and/or notes;
 - Employee emergency names and numbers; and
 - Family and medical leave request forms.
3. Employee immigration forms, specifically Form I-9, are kept separate from employee personnel records, and may be kept in a file that houses all employees' immigration forms for the U.S. Citizenship and Immigration Services.

Applicant File Records Content

Records on applicants for positions with the school district are maintained in the central administration office. The records will include, but not be limited to:

- Application for employment;
- Resume;
- References, except those that shall be kept confidential according to state and federal law;
- Evidence of appropriate license or certificate, if necessary for the position for which the individual applied; and
- Affirmative action form, if submitted.

Record Access

The Board shall allow current and former employees access to their files pursuant to state and federal law.

Only authorized school officials will have access to an employee's records without the written consent of the employee. Authorized school officials may include, but not be limited to, the superintendent, building principal, or board secretary. In the case of a medical emergency, the school nurse or other first aid or safety personnel may have access to the employee's health or medical file without the consent of the employee. Board members will generally only have access to an employee's personnel file without the consent of the employee when necessary for the conducting of board business.

The general public may have access to an employee's personnel records and/or personnel information as permitted by law. Specifically, the general public may have access to the following information:

- An employee's name and compensation, including any written agreement establishing compensation or any other terms of employment excluding any information otherwise protected under the law.
- Compensation means payment of, or agreement to pay, any money, thing of value, or financial benefit conferred in return for labor or services rendered by an official, officer or employee plus the value of benefits conferred including but not limited to casualty, disability, life, or health insurance, other health or wellness benefits, vacation leave,

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holiday leave, sick leave, severance payments, retirement benefits, and deferred compensation.

- The dates the employee was employed by the district.
- The positions the employee holds or has held with the district.
- The educational instructions attended by the employee, including any diplomas and degrees earned, and the names of the employee's previous employers, positions previously held, and dates of previous employment.
- The fact that the individual resigned in lieu of termination, was discharged, or was demoted as the result of a disciplinary action, and the documented reasons and rationale for the resignation in lieu of termination, the discharge, or the demotion.

Employee Record Retention

All employee records, except payroll and salary records, are maintained for a minimum of seven years after termination of employment with the district. Applicant records are maintained for minimum of seven years after the position was filled. Payroll and salary records are maintained for a minimum of three years after payment.

Approved: July 25, 2018

Reviewed: ~~July 25, 2018~~ **February 14, 2022**

Revised: July 25, 2018

402.5 - Transporting of Student by Employees

Employees who transport students for school purposes must have the permission of the superintendent. Generally, transportation of students is in a motor vehicle owned by the school district and driven by an employee. In some cases, it may be more economical or efficient for the school district to allow an employee of the school district to transport the students in the employee's motor vehicle.

Individuals transporting students for school purposes in private vehicles must have the permission of the superintendent and meet all applicable requirements set by the district. Prior to transporting students in private vehicles, the district may require the following:

- **The vehicle used to transport the student(s) is in good condition and meets all applicable safety requirements;**
- **The driver transporting the student(s) possesses a valid drivers' license; and**
- **Proof of insurance has been supplied to the superintendent and the insurance satisfies the minimum coverage requirements for driving personal vehicles in the State of Iowa.**

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~~Employees must have insurance and license on file at the Red Oak Administrative office.~~

The school district assumes no responsibility for those students who have not received the approval of the superintendent and who ride in private vehicles for school purposes. If transportation is not provided by the school district, or if transportation provided by the school district is declined by the student or parent/guardian, then the responsibility and corresponding liability for transportation for school purposes shall rest solely with the student and parent/guardian.

This policy statement applies to transportation of students for school purposes in addition to the regular bus route transporting students to and from their designated attendance center.

Approved: July 25, 2018

Reviewed: ~~July 25, 2018~~ **February 14, 2022**

Revised: July 25, 2018

402.6 - Employee Travel Compensation

Employees traveling on behalf of the school district and performing approved school district business will be reimbursed for their actual and necessary expenses. Actual and necessary travel expenses will include, but not be limited to, transportation and/or mileage costs, lodging expenses, meal expenses and registration costs.

Travel Outside the School District

Travel outside of the school district must be pre-approved. Pre-approval will include an evaluation of the necessity of the travel, the reason for the travel and an estimate of the cost of the travel to qualify as approved school district business. Travel outside the school district by employees, other than the superintendent, is approved by the superintendent.

Reimbursement for actual and necessary expenses will be allowed for travel outside the school district if the employee received pre-approval for the travel. Prior to reimbursement of actual and necessary expenses, the employee must provide the school district with a detailed receipt, other than a credit card receipt, indicating the date, purpose and nature of the expense for each claim item. In exceptional circumstances, the superintendent may allow a claim without proper receipt. Written documentation explaining the exceptional circumstances is maintained as part of the school district's record of the claim.

Failure to have a detailed receipt will make the expense a personal expense. Personal expenses, including mileage, in excess of that required for the trip are reimbursed by the employee to the school district no later than 10 working days following the date of the expense.

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Reimbursement for actual and necessary expenses for travel outside the school district will be limited to the pre-approved expenses. Pre-approved expenses for registration are limited to the actual cost of the registration.

Pre-approved expenses for transportation within three-hundred miles of the school district administrative office will be by automobile. If a school district vehicle is not available, the employee will be reimbursed at the mileage rate determined by the board. Pre-approved expenses for transportation outside of three-hundred miles of the school district administrative office may be by public carrier. Reimbursement for air travel will be at the tourist class fares. Should an employee choose to travel by automobile, reimbursement will be limited to the public carrier amount. Pre-approved expenses for transportation in a rental car is limited to the cost of a Class "C" rental car at a medium-priced agency unless the number of people traveling on behalf of the school district warrants a larger vehicle.

Travel Within the School District

Employees required to travel in their personal vehicle between school district buildings to carry out the duties of their position may be reimbursed at the mileage rate determined by the board. It is the responsibility of the superintendent to approve travel within the school district by employees. It is the responsibility of the board to review the travel within the school district by the superintendent through the board's audit and approval process.

Employees who are allowed an in-school district travel allowance will have the amount of the allowance actually received during each calendar year included on the employee's W-2 form as taxable income according to the Internal Revenue Code.

Use of District-Owned Vehicles

Certain district employment positions may require regular and extensive travel. Due to the required duties of these positions, the district may provide certain positions with use of district-owned vehicles. Employees who utilize district-owned vehicles during the course of their job duties are fulfilling the public purpose of meeting the needs of the educational community in an efficient, and time-sensitive manner. District-owned vehicles are purchased and maintained with public money and must be used strictly in accordance with fulfilling a public purpose. These vehicles represent the district in carrying out its educational mission. Therefore, district-owned vehicles will be clearly marked at all times to identify the district.

The superintendent is responsible for developing administrative regulations regarding actual and necessary expenses, in-school district travel allowances and assignment and proper use of school district vehicles. The administrative regulations will include the appropriate forms to be filed for reimbursement to the employee from the school district and the procedures for obtaining approval for travel outside of and within the school district.

Approved: July 25, 2018

Reviewed: ~~July 25, 2018~~ **February 14, 2022**

Revised: July 25, 2018

402.7 - Employee Credit Cards

Employees may use school district credit cards for the actual and necessary expenses incurred in the performance of work-related duties. Actual and necessary expenses incurred in the performance of work-related duties include, but are not limited to, fuel for school district transportation vehicles used for transporting students to and from school and for school-sponsored events, payment of claims related to professional development of the board and employees, and other expenses required by employees and the board in the performance of their duties.

Employees and officers using a school district credit card must submit a detailed receipt in addition to a credit card receipt indicating the date, purpose and nature of the expense for each claim item. Failure to provide a proper receipt will make the employee responsible for expenses incurred. Those expenses are reimbursed to the school district no later than ten working days following use of the school district's credit card. In exceptional circumstances, the superintendent or board may allow a claim without proper receipt. Written documentation explaining the exceptional circumstances is maintained as part of the school district's record of the claim.

The school district may maintain a school district credit card for actual and necessary expenses incurred by employees and officers in the performance of their duties. The superintendent may maintain a school district credit card for actual and necessary expenses incurred in the performance of the superintendent's duties. The transportation director may maintain a school district credit card for fueling school district transportation vehicles in accordance with board policy.

It is the responsibility of the superintendent to determine whether the school district credit card use is for appropriate school business. It is the responsibility of the board to determine through the audit and approval process of the board whether the school district credit card use by the superintendent and the board is for appropriate school business.

If an employee or officer uses a school district credit card for personal purchases/transactions in violation of this policy, the cost of such purchases/transactions will be the financial responsibility of that employee or officer and the employee or officer will be expected to reimburse the district for the full amount of the unauthorized purchase/transaction. In addition to financial responsibility for any purchases/transactions an employee makes with a company credit card in violation of this policy, such actions may result in revocation of card privileges and/or disciplinary or other legal action, depending upon the severity and nature of the offense.

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Approved: July 25, 2018
Reviewed: ~~July 25, 2018~~ **February 14, 2022**
Revised: July 25, 2018

402.8 - Recognition for Service of Employees

The board recognizes and appreciates the service of its employees. Employees who retire or resign may be honored by the board, administration and staff in an appropriate manner.

If the form of honor thought appropriate by the administration and employees involves unusual expense to the school district, the superintendent will seek prior approval from the board.

Approved: July 25, 2018
Reviewed: ~~July 25, 2018~~ **February 14, 2022**
Revised: July 25, 2018

402.9 - Employee Professional Development

The board encourages licensed employees to attend and participate in professional development activities to maintain, develop, and extend their skills. The board will maintain and support an in-service program for licensed employees.

Requests for attendance or participation in a development program, other than those development programs sponsored by the school district is made to the superintendent. Approval of the superintendent must be obtained prior to attendance by a licensed employee in a professional development program when the attendance would result in the licensed employee being excused from their duties or when the school district pays the expenses for the program.

The superintendent will have sole discretion to allow or disallow licensed employees to attend or participate in the requested event. When making this determination, the superintendent will consider the value of the program for the licensed employee and the school district, the effect of the licensed employee's absence on the education program and school district operations and the school district's financial situation as well as other factors deemed relevant in the judgment of the superintendent. Requests that involve unusual expenses or overnight travel must also be approved by the board.

Approved: July 25, 2018
Reviewed: ~~July 25, 2018~~ **February 14, 2022**
Revised: July 25, 2018

402.10 - Employee Tutoring

Every effort will be made by the licensed employees to help students with learning problems before recommending that the parents engage a tutor. Since there are exceptional cases when tutoring will help students overcome learning deficiencies, tutoring by licensed employees may be approved by the superintendent.

Licensed employees may only tutor students other than those for whom the teacher is currently exercising teaching, administrative or supervisory responsibility unless approved by the superintendent. Licensed employees may only tutor students to the extent permitted by any state or federal laws or state or federal regulatory agencies, including the Iowa Board of Educational Examiners.

Tutoring for a fee may not take place within school facilities or during regular school hours.

Approved: July 25, 2018

Reviewed: ~~July 25, 2018~~ **February 14, 2022**

Revised: July 25, 2018

402.11 - Employee Publication or Creation of Materials

Materials and/or products created by employees and the financial gain therefrom are the sole and exclusive property of the school district if any school funding, school materials, or school time were used in their creation and/or if such materials were created in the scope of the employee's employment. The employee must seek prior written approval of the superintendent concerning such activities.

Approved: July 25, 2018

Reviewed: ~~July 25, 2018~~ **February 14, 2022**

Revised: July 25, 2018

402.12 - Employee Political Activity

Employees will not engage in political activity upon property under the jurisdiction of the board **including the use of school email accounts**. Activities including, but not limited to, posting of political circulars or petitions, the distribution of political circulars or petitions, the collection of or solicitation for campaign funds, solicitation for campaign workers, use of district e-mail to originate messages of support for a particular candidate or issue, and the use of students for writing or addressing political materials, or the distribution of such materials to or by students are specifically prohibited.

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

Approved: July 25, 2018

Reviewed: ~~July 25, 2018~~ **February 14, 2022**

Revised: July 25, 2018

402.13 - Employee Complaints

Complaints of employees against fellow employees should be discussed directly between employees. If necessary, complaints will be brought directly to the immediate supervisor, principal or superintendent and will be made in a constructive and professional manner. Complaints will never be made in the presence of other employees, students or outside persons.

Approved: July 25, 2018

Reviewed: ~~July 25, 2018~~ **February 14, 2022**

Revised: July 25, 2018



Quote ID Q-99531
02/08/2022

Frontline Education Renewal Notice

Attn: Red Oak Community School District

Thank you for your continued partnership with Frontline Education. We remain focused on providing you with industry-leading solutions and technology for K-12. As part of the ongoing investment in your solutions, our Learning Center continues to be enhanced to provide access to articles with answers to routine questions 24/7. This includes the ability to create a support request.

Below you will find information about the renewal of your subscription(s) that renew on 7/01/2022. Once you have reviewed the pricing for your upcoming subscription you can either:

- Use this [link](#) to confirm the renewal of your subscriptions, or
- If you have questions, please reach out to your Client Success Manager to discuss your discuss or request information about our multi-year contract options.

Description	Start Date	End Date	Qty	Rate	Amount
Absence & Substitute Management, unlimited usage for internal employees	7/01/2022	6/30/2023	1	\$6,279.01	\$6,279.01
Total					\$6,279.01

Please use this [link](#) to indicate that you intend to renew your subscriptions and request your invoice if needed.

Need assistance? You can reach us by calling Kristin Fiori at (484) 328-4424 or by emailing us at renewals@frontlineed.com.

Laura Hughes
Director, Client Retention and Renewals

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Quote ID Q-99527
02/08/2022

Frontline Education Renewal Notice

Attn: Red Oak Community School District

Thank you for your continued partnership with Frontline Education. We remain focused on providing you with industry-leading solutions and technology for K-12. As part of the ongoing investment in your solutions, our Learning Center continues to be enhanced to provide access to articles with answers to routine questions 24/7. This includes the ability to create a support request.

Below you will find information about the renewal of your subscription(s) that renew on 7/24/2022. Once you have reviewed the pricing for your upcoming subscription you can either:

- Use this [link](#) to confirm the renewal of your subscriptions, or
- If you have questions, please reach out to your Client Success Manager to discuss your discuss or request information about our multi-year contract options.

Description	Start Date	End Date	Qty	Rate	Amount
Frontline Central Solution	7/24/2022	7/23/2023	1	\$6,311.73	\$6,311.73
Time & Attendance, unlimited usage for internal employees	7/24/2022	7/23/2023	1	\$5,400.11	\$5,400.11
Total					\$11,711.84

Please use this [link](#) to indicate that you intend to renew your subscriptions and request your invoice if needed.

Need assistance? You can reach us by calling Kristin Fiori at (484) 328-4424 or by emailing us at renewals@frontlineed.com.

Laura Hughes
Director, Client Retention and Renewals

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Quote ID Q-106599
03/09/2022

Frontline Education Renewal Notice

Attn: Red Oak Community School District

Thank you for your continued partnership with Frontline Education. We remain focused on providing you with industry-leading solutions and technology for K-12. As part of the ongoing investment in your solutions, our Learning Center continues to be enhanced to provide access to articles with answers to routine questions 24/7. This includes the ability to create a support request.

Below you will find information about the renewal of your subscription(s) that renew on 7/01/2022. Once you have reviewed the pricing for your upcoming subscription you can either:

- Use this [link](#) to confirm the renewal of your subscriptions, or
- If you have questions please reach out to your Client Success Manager to request information about our multi year contract options.

Description	Start Date	End Date	Qty	Rate	Amount
Budget Management Analytics Subscription - powered by Forecast5, usage for up to 5 employees	7/01/2022	6/30/2023	1	\$2,881.73	\$2,881.73
Comparative Analytics Subscription - powered by Forecast5, usage for up to 5 employees	7/01/2022	6/30/2023	1	\$5,763.47	\$5,763.47
Financial Planning Analytics Subscription - powered by Forecast5, usage for up to 5 employees	7/01/2022	6/30/2023	1	\$6,574.23	\$6,574.23
Total					\$15,219.43

Please use this [link](#) to indicate that you intend to renew your subscriptions and request your invoice if needed.

Need assistance? You can reach us by calling Kristin Fiori at (484) 328-4424 or by emailing us at renewals@frontlineed.com.

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Red Oak Community School District

Renewal Rate Summary

Renewal Rates, Effective July 1, 2022 through June 30, 2023

<i>Health Insurance</i>	<u>Single</u>	<u>EE+1</u>	<u>EE+Child(ren)</u>	<u>Family</u>
Select 1250	\$848.58	NA	NA	\$2,431.90
Select 1500	\$825.04	NA	NA	\$2,362.59
Select 2500	\$763.95	NA	NA	\$2,182.76

Flexible Spending Account Administration \$4.65 Per Participant Per Month
iSolved

Date

Name

Title



Wellmark Blue Cross and Blue Shield is an Independent Licensee of the Blue Cross and Blue Shield Association.

Red Oak Community School

Group Number: 80086-5

Rating Period: 7/1/2022 through 6/30/2023

Fully Insured Trust Alternate Options

Iowa Educator Group Insurance Trust Premium with Consultant Fee

Single	Family	120	11	Wellmark Rates										Rates Including Consultant Fees	
				Trust Benefit Name	Health OBS	Drug OBS	Ded	Coins	OPM	OV Copay	RX Ded	RX Copay	RX OPM	Single	Family
<input type="checkbox"/>		Classic 100	167751-44	IN MED	\$100/\$200	10%/20%	\$500/\$500	N/A	N/A	N/A	N/A	N/A	N/A	\$964.83	\$2,840.17
<input type="checkbox"/>		Classic 200	167755-56	IN MED	\$200/\$400	10%/20%	\$500/\$1,000	N/A	N/A	N/A	N/A	N/A	N/A	\$947.11	\$2,788.02
<input type="checkbox"/>		Classic 500	167761-112	IN MED	\$500/\$1,000	10%/20%	\$1,000/\$2,000	N/A	N/A	N/A	N/A	N/A	N/A	\$907.84	\$2,672.43
<input type="checkbox"/>		Classic 1000	167761-115	IN MED	\$1,000/\$2,000	10%/20%	\$2,000/\$4,000	N/A	N/A	N/A	N/A	N/A	N/A	\$849.91	\$2,501.88
<input type="checkbox"/>		Copay 500	156091-134	286899-34	\$500/\$1,000	20%/30%	\$1,000/\$2,000	\$10	N/A	N/A	N/A	\$10/\$20/\$30	\$250/\$500	\$904.37	\$2,662.19
<input type="checkbox"/>		Copay 750	156089-45	265211-9	\$750/\$1,500	20%/30%	\$1,500/\$3,000	\$10	N/A	N/A	N/A	\$10/\$25/\$40	\$1,500/\$3,000	\$865.63	\$2,548.17
<input type="checkbox"/>		Copay 1000	156087-172	286899-35	\$1,000/\$2,000	20%/30%	\$2,000/\$4,000	\$10	N/A	N/A	N/A	\$10/\$20/\$30	\$500/\$1,000	\$850.83	\$2,504.61
<input type="checkbox"/>		Copay 1250	156084-65	286899-35	\$1,250/\$2,500	20%/30%	\$2,500/\$5,000	\$10	N/A	N/A	N/A	\$10/\$20/\$30	\$500/\$1,000	\$838.91	\$2,469.52
<input type="checkbox"/>		Copay Select 500	156090-94	286900-16	\$500/\$1,000	20%/30%	\$1,000/\$2,000	\$10/\$20	\$50/\$100	\$50/\$100	\$50/\$100	\$10/\$20/\$30	\$1,500/\$3,000	\$893.08	\$2,628.97
<input type="checkbox"/>		Copay Select 750	156088-41	265171-150	\$750/\$1,500	20%/30%	\$1,500/\$3,000	\$10/\$20	\$50/\$100	\$50/\$100	\$50/\$100	\$10/\$25/\$40	\$1,500/\$3,000	\$863.31	\$2,541.33
<input type="checkbox"/>		Copay Select 1000	156086-164	286900-17	\$1,000/\$2,000	20%/30%	\$2,000/\$4,000	\$10/\$20	\$50/\$100	\$50/\$100	\$50/\$100	\$10/\$20/\$30	\$1,500/\$3,000	\$844.06	\$2,484.68
<input type="checkbox"/>		Copay Select 1250	156083-51	286900-17	\$1,250/\$2,500	20%/30%	\$2,500/\$5,000	\$10/\$20	\$50/\$100	\$50/\$100	\$50/\$100	\$10/\$20/\$30	\$1,500/\$3,000	\$832.14	\$2,449.58
<input type="checkbox"/>		Copay Select 1500	156581-212	265171-150	\$1,500/\$3,000	20%/30%	\$3,000/\$6,000	\$15/\$30	\$50/\$100	\$50/\$100	\$50/\$100	\$10/\$25/\$40	\$1,500/\$3,000	\$804.07	\$2,366.95
<input type="checkbox"/>		Copay Select 2500	156581-215	265233-19	\$2,500/\$5,000	25%/35%	\$5,000/\$10,000	\$20/\$40	\$50/\$100	\$50/\$100	\$50/\$100	\$8/\$35/ >\$50/50%	\$1,500/\$3,000	\$729.03	\$2,146.05
<input type="checkbox"/>		Copay Select 3000	156072-190	265196-41	\$3,000/\$6,000	25%/35%	\$6,000/\$12,000	\$25/\$50	\$50/\$100	\$50/\$100	\$50/\$100	\$8/\$35/ >\$50/50%	\$1,500/\$3,000	\$704.96	\$2,075.21
<input type="checkbox"/>		Copay Select 5000	156072-193	265196-42	\$5,000/\$10,000	25%/35%	\$6,500/\$13,000	\$25/\$50	\$50/\$100	\$50/\$100	\$50/\$100	\$10/\$25/\$80	\$1,500/\$3,000	\$632.49	\$1,861.86
<input type="checkbox"/>		Copay Select 8700	156072-205	265196-45	\$8,700/\$17,400	25%/35%	\$8,700/\$17,400	\$30/\$60	N/A	N/A	N/A	\$10/\$25/\$80	\$8,700/\$17,400	\$593.82	\$1,748.05
<input type="checkbox"/>		Select 250	167758-41	265171-151	\$250/\$500	15%/25%	\$500/\$1,000	N/A	N/A	N/A	\$50/\$100	\$10/\$25/\$40	\$1,500/\$3,000	\$919.66	\$2,707.21
<input type="checkbox"/>		Select 750	167774-72	265171-152	\$750/\$1,500	25%/35%	\$1,500/\$3,000	N/A	N/A	N/A	\$50/\$100	\$10/\$25/\$40	\$1,500/\$3,000	\$849.09	\$2,499.48
<input type="checkbox"/>		Select 1250	167781-91	265171-152	\$1,250/\$2,500	25%/35%	\$2,500/\$5,000	N/A	N/A	N/A	\$50/\$100	\$10/\$25/\$40	\$1,500/\$3,000	\$814.58	\$2,397.90
<input type="checkbox"/>		Select 1500	167785-40	265171-152	\$1,500/\$3,000	25%/35%	\$3,000/\$6,000	N/A	N/A	N/A	\$50/\$100	\$10/\$25/\$40	\$1,500/\$3,000	\$791.04	\$2,328.59
<input type="checkbox"/>		Select 2000	156072-196	265171-150	\$2,000/\$4,000	20%/30%	\$4,000/\$8,000	N/A	N/A	N/A	\$50/\$100	\$10/\$25/\$40	\$1,500/\$3,000	\$766.45	\$2,256.22
<input type="checkbox"/>		Select 2500	156071-78	265171-150	\$2,500/\$5,000	20%/30%	\$5,000/\$10,000	N/A	N/A	N/A	\$50/\$100	\$10/\$25/\$40	\$1,500/\$3,000	\$729.95	\$2,148.76
<input type="checkbox"/>		Select 3000	156072-199	265196-43	\$3,000/\$6,000	25%/35%	\$6,000/\$12,000	N/A	N/A	N/A	\$50/\$100	\$8/\$35/ >\$50/50%	\$1,500/\$3,000	\$701.11	\$2,063.88
<input type="checkbox"/>		Select 5000	156072-202	265196-44	\$5,000/\$10,000	25%/35%	\$6,000/\$12,000	N/A	N/A	N/A	\$50/\$100	\$8/\$35/ >\$50/50%	\$1,500/\$3,000	\$634.99	\$1,869.23
<input type="checkbox"/>		Blue Advantage 0	325297-5	4182-120	N/A	10%	\$750/\$1,500	\$10	N/A	N/A	N/A	\$5/\$10	\$1,500/\$3,000	\$834.56	\$2,456.71
<input type="checkbox"/>		Blue Advantage 750	325301-6	4182-121	\$750/\$1,500	10%	\$1,500/\$3,000	\$15	N/A	N/A	N/A	\$8/\$25/\$40	\$1,500/\$3,000	\$764.11	\$2,249.32
<input type="checkbox"/>		Blue Access 500	325306-4	4182-122	\$500/\$1,000	10%	\$1,000/\$2,000	\$10	N/A	N/A	N/A	\$10/\$25/\$40	\$1,500/\$3,000	\$805.90	\$2,372.34
<input type="checkbox"/>		Blue Access 1000	305941-18	4182-122	\$1,000/\$2,000	10%	\$2,000/\$4,000	\$10	N/A	N/A	N/A	\$10/\$25/\$40	\$1,500/\$3,000	\$762.64	\$2,244.99
<input type="checkbox"/>		Blue Access 2000	305944-22	4182-123	\$2,000/\$4,000	20%	\$4,000/\$8,000	\$20/\$40	N/A	N/A	N/A	\$8/\$25/\$40	\$1,500/\$3,000	\$701.82	\$2,065.97
<input type="checkbox"/>		Blue Choice 750	156087-175	286912-21	\$750/\$1,500	10%/10%/20%	\$1,500/\$3,000	\$15/\$30/ N/A	N/A	N/A	N/A	\$8/\$35/\$50	\$1,500/\$3,000	\$782.95	\$2,304.79
<input type="checkbox"/>		Blue Choice 1500	156087-178	286912-22	\$1,500/\$3,000	20%/20%/40%	\$3,000/\$6,000	\$20/\$40/ N/A	N/A	N/A	N/A	\$8/\$35/\$50	\$1,500/\$3,000	\$719.99	\$2,119.44
<input type="checkbox"/>		Blue Choice 2500	156087-181	286912-22	\$2,500/\$5,000	20%/20%/40%	\$5,000/\$10,000	\$20/\$40/ N/A	N/A	N/A	N/A	\$8/\$35/\$50	\$1,500/\$3,000	\$660.20	\$1,943.43
<input type="checkbox"/>		Blue Choice 5000	156087-188	286912-22	\$5,000/\$10,000	20%/20%/40%	\$6,000/\$12,000	\$30/\$60/ N/A	N/A	N/A	N/A	\$8/\$35/\$50	\$1,500/\$3,000	\$589.01	\$1,733.89

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Independent Licensee of the Blue Cross and Blue Shield Association

1/18/2022

<input type="checkbox"/>	HDHP 2000 NE	23118-29	266240-9	\$2,000/\$4,000	20%/40%	\$3,275/\$6,550	N/A	\$2,000/\$4,000	20%	\$3,275/\$6,550	\$701.47	\$2,064.92	\$735.47	\$2,098.92
<input type="checkbox"/>	HDHP 2500 NE	243456-62	266244-42	\$2,500/\$5,000	N/A	\$2,500/\$5,000	N/A	\$2,500/\$5,000	N/A	\$2,500/\$5,000	\$706.64	\$2,080.14	\$740.64	\$2,114.14
<input type="checkbox"/>	HDHP 3000 NE	243462-41	266248-26	\$3,000/\$6,000	N/A	\$3,000/\$6,000	N/A	\$3,000/\$6,000	N/A	\$3,000/\$6,000	\$677.33	\$1,993.87	\$711.33	\$2,027.87
<input type="checkbox"/>	HDHP 5000 E	243465-44	266232-30	\$5,000/\$10,000	N/A	\$5,000/\$10,000	N/A	\$5,000/\$10,000	N/A	\$5,000/\$10,000	\$567.39	\$1,670.24	\$601.39	\$1,704.24
<input type="checkbox"/>	HDHP B Adv 5000 E	305972-7	265232-31	\$5,000/\$10,000	N/A	\$5,000/\$10,000	N/A	\$5,000/\$10,000	N/A	\$5,000/\$10,000	\$498.16	\$1,466.45	\$532.16	\$1,500.45
<input type="checkbox"/>	HDHP B Acc 5000 E	305975-7	265232-31	\$5,000/\$10,000	N/A	\$5,000/\$10,000	N/A	\$5,000/\$10,000	N/A	\$5,000/\$10,000	\$509.04	\$1,498.45	\$543.04	\$1,532.45
<input type="checkbox"/>	VALUE 4000	156091-137	286913-4	\$4,000/\$8,000	25%/50%	\$7,150/\$14,300	N/A	\$100/\$200	\$8/\$35/\$50	\$7,150/\$14,300	\$644.48	\$1,897.18	\$678.48	\$1,931.18
<input type="checkbox"/>	VALUE 5000	156091-140	286914-8	\$5,000/\$10,000	25%/50%	\$7,150/\$14,300	N/A	\$100/\$200	\$8/\$35/\$50	\$7,150/\$14,300	\$612.69	\$1,803.58	\$646.69	\$1,837.58
<input type="checkbox"/>	MV Plan 6350 E	211243-98	228388-70	\$6,350/\$12,700	N/A	\$6,350/\$12,700	N/A	\$6,350/\$12,700	N/A	\$6,350/\$12,700	\$535.31	\$1,575.80	\$569.31	\$1,609.80
<input type="checkbox"/>	MV Plan B Acc 6350 E	211243-101	228388-71	\$6,350/\$12,700	N/A	\$6,350/\$12,700	N/A	\$6,350/\$12,700	N/A	\$6,350/\$12,700	\$479.18	\$1,410.57	\$513.18	\$1,444.57

Comments:

Some rates are Compatible Health Savings Account (HSA) Benefits. These rates do not include the employer/employee funded HSA account funding or the cost of the administration of these accounts. HSA Compatible plans that are embedded have an E after the trust benefit name and non-embedded HSA Compatible plans have an NE after the trust benefit name.

Wellmark Blue Cross and Blue Shield of Iowa reserves the right to re-evaluate any and all rates associated with this trust if enrollment fluctuates more than 10% from enrollment assumptions. This renewal is based on the overall trust enrollment of 7,108 enrolled contracts.

Wellmark is not providing any legal or professional advice with regard to compliance of any federal or state law, regulations, or guidance. Law, regulations and guidance on specific provisions has been and will continue to be provided by the appropriate federal and state agencies and regulators. The information provided reflects Wellmark's understanding of the most current information and is subject to change without further notice. Please note that plan benefits, rates, renewal rate adjustments, and rating impact calculations are subject to change and may be revised during a plan's rating period based on guidance and regulations issued by the appropriate federal and state agencies and regulators. Wellmark makes no representation as to the impact of plan changes on a plan's grandfathered status or interpretation or implementation of any other provisions of law or regulation.

Wellmark will not determine whether coverage is discriminatory or otherwise in violation of Internal Revenue Code Section 105(f). Wellmark also will not provide any testing for compliance with Internal Revenue Code Section 105(f). Wellmark will not be held liable for any penalties or other losses resulting from any employer offering coverage in violation of section 105(f). Wellmark will not determine whether any change in an Employer Administered Funding Arrangement affects a health plan's grandfathered health plan status under ACA or otherwise complies with ACA. Wellmark will not be held liable for any penalties or other losses resulting from any Employer Administered Funding Arrangement. For purposes of this paragraph, an "Employer Administered Funding Arrangement" is an arrangement administered by an employer in which the employer contributes toward the member's share of benefit costs (such as the member's deductible, coinsurance, or copayments) in the absence of which the member would be financially responsible. An Employer Administrative Funding Arrangement does not include the employer's contribution to health insurance premiums or rates.

Single Rate with Consultant Fee and Family Rate with Consultant Fee includes consultant fee of \$34.00 per contract per month

Wellmark Premium Rates shown do not include commission or any consultant fee which may be charged by your consultant or service provider

The participating employer may view the monthly Wellmark Group Statement by registering for online statements at Wellmark.com.

Employer Signature: _____

Date: _____



Local Government Risk Pool

Iowa Local Government Risk Pool Commission
1201 63rd Street
Des Moines, IA 50311
Phone: 1 (515) 251-5970

**Iowa Local Government Risk Pool Commission
Natural Gas Program Participation Agreement**

THIS PARTICIPATION AGREEMENT is entered into by and between Iowa Local Government Risk Pool Commission ("28E"), 1201 63rd Street, Des Moines, Iowa, 50311, and Red Oak CSD ("District"), effective as of the 1st day of July, 2022.

WHEREAS, 28E has established a local government risk pool program called Education Energy Group Pool (the "Program") to pool risks and stabilize gas prices for public entities in conjunction with a Certified Natural Gas Provider ("CNGP") and other service providers including but not limited to Education Energy Group, LLC, an Iowa limited liability company, WoodRiver Energy, a Colorado limited liability company, and Iowa School Finance Information Services, Inc., an Iowa corporation (hereinafter collectively referred to as "Service Provider(s)"); and

WHEREAS, District has a need for such Program in connection with stabilization of natural gas costs within its budget,

NOW, THEREFORE, in consideration of mutual promises and warranties contained in this Agreement, the parties hereby agree to the following:

1. Services. District agrees to purchase from 28E, and 28E agrees to deliver, 100 percent of natural gas requirements for Enrolled Meters listed in Exhibit A of this Agreement, under the terms outlined herein. District shall take title, possession, and control of the gas at the point of delivery.
2. Term. The term of this Agreement shall commence on the effective date listed above and shall be in effect until June 30, 2023. This Agreement shall automatically renew each year for an additional twelve (12) month period unless terminated by either party giving the other written notice of termination on or before April 1 of the calendar year.
3. Total Premium. The Total Premium shall be set as the sum of all District Enrolled Meters and is set forth in Exhibit B of this Agreement. Exceptions are also noted in Exhibit B of this Agreement. Premiums for subsequent fiscal years shall be determined and communicated on or before March 1 of the calendar year. Premiums and any Premium Adjustments shall be due and payable, within 30 days of receipt of invoice by the District to the 28E. Late charges may be assessed on Premiums not paid timely.
4. Limitation of Liability & Indemnification.
 - (a) District & 28E will fully indemnify and hold harmless one another and each of their respective officers, directors, agents, and employees, from and against all claims, actions, proceedings, or settlements based upon, arising out of, or sustained in connection with, any other program or service offered by District or 28E unrelated to this Agreement.
 - (b) Force Majeure – District shall fully indemnify 28E and Service Providers for acts of God, strikes, lock outs, pipeline explosions, pipeline maintenance, pipeline disturbances or other industrial disturbances, including those involving or affecting Service Providers producing or transporting gas on behalf of 28E.
5. Independent Contractors. It is expressly agreed that the relationship of the parties shall be that of independent contractors. Nothing in this Agreement shall be construed to create any employment relationship, partnership, joint venture, agency or other similar relationship. Neither party shall have the right or authority to create, assume or imply any obligation or responsibility on behalf or in the name of the other party or bind the other party in any manner.

6. Assignment. The 28E may assign this Agreement to a designated Service Provider, upon notice to the District. Other assignments of this Agreement shall only be by mutual consent of the parties.

7. Severability. If any provision of this Agreement is held to be unenforceable, in whole or in part, such holding will not affect the validity of the other provisions of this Agreement.

8. Choice of Law. This Agreement will be governed and interpreted in accordance with the laws of the State of Iowa. The parties agree to venue and jurisdiction in the state court located in Polk County, Iowa.

9. Entire Agreement. This Agreement constitutes the complete and entire statement of all terms, conditions and representations of the Agreement between 28E and District with respect to its subject matter.

IN WITNESS THEREOF, the parties hereto have caused this instrument to be executed by their officers designated below.

Iowa Local Government Risk Pool (28E)

Signature

Title

Date

Red Oak CSD

Signature

Title

Date

**Iowa Local Government Risk Pool
Natural Gas Program Participation Agreement
Exhibit A: Enrolled Meters**

Entity Name: Red Oak CSD

Entity Billing Address: 2011 North 8th Red Oak, IA 51566-1974

Primary Contact Name: Ron Lorenz

Primary Contact Email Address: lorenzr@roschools.org

Primary Contact Phone: (712) 623-6600

District shall enroll the following meters in the Program for the term of this Agreement ("Enrolled Meters"):

[illegible]

Entity Name: Red Oak CSD

Exception. Total Premium is set based upon current equipment and historical consumption for each Enrolled Meter. A Material Change may result from facility capital investment in property and equipment ("Material Change(s)"). District shall inform 28E of any Material Change anticipated in advance or immediately upon occurrence, to equipment or gas consumption for each Enrolled Meters during the Term of this Agreement. In the event the Material Change anticipates gas consumption to decrease, 28E may refund a portion of the Premium. In the event the Material Change anticipates gas consumption to increase, 28E may assess additional Premium. In the event a Material Change occurs, regardless of notification to the 28E by the District, the 28E may adjust the Premium to either refund a portion of the Premium to the District or assess additional Premium from the District ("Premium Adjustment"). Premium Adjustments shall be due and payable by the responsible party within 30 days of notification.

[illegible]

Facility Name	Facility Physical Address	Total Premium 2022/2023



2022 E-Rate Quote

Quote #MC077451 v1

Prepared For:

Red Oak School DistrictSchool District
Kevin Herrick
2011 N. 8th Street

Red Oak, IA 51566

P: (712) 621-3399

E: herrickk@redoakschools.org

Prepared by:

Riverside TechnologiesMatt Collins
748 N 109th Court
Omaha, NE 68154

P: 866.804.4388

E: mcollins@1rti.com

Date Issued:

02.04.2022

Expires:

03.06.2022

Contract:

Managed Internal Broadband Services (MIBS) 1-year		Price	Qty	Ext. Price
RTMSP-T0002	Managed Internal Broadband Services - 1 Year	\$800.00	12	\$9,600.00
MIBS for E-Rate Eligible Equipment at Red Oak CSD for 1-year				
Subtotal:				\$9,600.00

Optional: Managed Internal Broadband Services (MIBS) 3-years - * Optional		Price	Qty	Ext. Price
RTMSP-T0002	Managed Internal Broadband Services - 3 Years	\$800.00	36	\$28,800.00
MIBS for E-Rate Eligible Equipment at Red Oak CSD for 3-years				
* Optional Subtotal:				\$28,800.00

Optional: Managed Internal Broadband Services (MIBS) 5-years - * Optional		Price	Qty	Ext. Price
RTMSP-T0002	Managed Internal Broadband Services - 5 Years	\$800.00	60	\$48,000.00
MIBS for E-Rate Eligible Equipment at Red Oak CSD for 5-years				
* Optional Subtotal:				\$48,000.00

Quote Summary			Amount
Managed Internal Broadband Services (MIBS) 1-year			\$9,600.00
Total:			\$9,600.00

*Optional Expenses		One-Time
Optional: Managed Internal Broadband Services (MIBS) 3-years		\$28,800.00
Optional: Managed Internal Broadband Services (MIBS) 5-years		\$48,000.00
Optional Subtotal:		\$76,800.00

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

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2022 Non E-Rate Quote

Quote #MC077452 v1

Prepared For:

Red Oak School District

School District
Kevin Herrick
2011 N. 8th Street

Red Oak, IA 51566

P: (712) 621-3399

E: herrickk@redoakschools.org

Contract:

Prepared by:

Riverside Technologies

Matt Collins
748 N 109th Court
Omaha, NE 68154

P: 866.804.4388

E: mcollins@1rti.com

Date Issued:

02.04.2022

Expires:

03.06.2022

		Price	Qty	Ext. Price
Managed Network / Server Services 1-year				
RTMSP-T0002	Managed Services for Non E-Rate Eligible Equipment for Red Oak CSD 1-year	\$600.00	12	\$7,200.00
			Subtotal:	\$7,200.00

		Price	Qty	Ext. Price
Managed Network / Server Services 3-years - * Optional				
RTMSP-T0002	Managed Services for Non E-Rate Eligible Equipment for Red Oak CSD 3-years	\$600.00	36	\$21,600.00
			* Optional Subtotal:	\$21,600.00

		Price	Qty	Ext. Price
Managed Network / Server Services 5-years - * Optional				
RTMSP-T0002	Managed Services for Non E-Rate Eligible Equipment for Red Oak CSD 5-years	\$600.00	60	\$36,000.00
			* Optional Subtotal:	\$36,000.00

Quote Summary		Amount
Managed Network / Server Services 1-year		\$7,200.00
		Total: \$7,200.00

*Optional Expenses		One-Time
Managed Network / Server Services 3-years		\$21,600.00
Managed Network / Server Services 5-years		\$36,000.00
		Optional Subtotal: \$57,600.00

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

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January 27, 2022

Red Oak Community School District
604 S. Broadway Street
Red Oak, IA 51566

To whom It may concern,

This letter is an agreement that confirms Red Oak Community School District's decision to purchase \$9,600.00 of Erate eligible hardware/professional services from Riverside Technologies, Inc. during the Funding Year 2022 as specified in the attached specification and price quotations.

The procurement of the hardware/professional services will be dependent upon your acceptance of the below terms and conditions:

- I certify an FCC Form 470 was posted and that any related RFP was made available for at least 28 days before considering all bids received and selecting a service provider.
- I certify that the entity or entities listed on this application have not received anything of value or a promise of anything of value, as prohibited by the Commission's rules, other than services and equipment sought by means of this form, from the service provider, or any representative or agent thereof or any consultant in connection with this request for services.
- RTI will not invoice Red Oak Community School District until after July 1, 2022.
- A separate PO must be issued to Riverside Technologies, Inc. for Non-Erate services or hardware.
- The Billed Entity will use the FCC Form 472, Billed Entity Applicant Reimbursement (BEAR) Form, to request reimbursement from the Universal Service Administrative Company (USAC) for the discount amount(s) on eligible services that the applicant already paid for. The FCC Form 472 should be filed after you have received and paid for eligible services covered by your FCC Form(s) 471 and you have filed an FCC Form 486 for the pertinent FRNs approved in your FCDL.
- I acknowledge that the Billed Entity is responsible for the full Purchase Order/Agreement dollar amount. Billed Entity is also responsible to check/understand their approved commitment dollar amount from USAC. After 120 days without USAC approval, the Billed Entity is required to pay the outstanding invoice in full and file a BEAR form when approved. I acknowledge that failure to comply with program rules could result in civil or criminal prosecution by the appropriate law enforcement authorities.

We look forward to working with Red Oak Community School District on this project.

Riverside Technologies, Inc.
Kevin Heiss, President

Red Oak Community School District
Kevin Herrick

By: _____

By: _____

Date: _____

Date: _____

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www.RiversideTechnologies.com



866.804.4388

Proposal:

Monthly Recurring Services		Recurring	Qty	Ext. Recurring
DC-MSP-SERVER- Managed Server-Basic BASIC	Managed Server - Includes Remote Support Agent, Anti-Virus, Windows Base Automated Patch Management Windows OS, Disk Cleanup, Monitoring. For virtualmachines monitors guest VM only. If hardware monitoring is desired add DC-MON-LM-ADV.	\$39.95	20	\$799.00
DC-MON-LM-ADV	HBS LM Monitoring Advanced - Server Hosts (2 per) 24x7 Advanced Network and Server Monitoring. Includes Access to HBS's Monitoring Dashboards. Qty 1 needed per monitored IP Address including: Hypervisor, Server Host, ILO, iDRAC, Virtual Machine, Switch, Router, Firewall, or Wireless Controller. Requires customer provided Windows Server OS for Onsite monitoring collector installation.	\$30.00	6	\$180.00
DC-MON-LM-ADV	HBS LM Monitoring Per Defined Meraki Network 24x7 Meraki Network Monitoring: Includes Access to HBS's Monitoring Dashboards. Qty 1 needed per monitored Meraki network in Meraki Portal. Requires customer provided Windows Server OS for Onsite monitoring collector installation.	\$50.00	8	\$400.00

All other support labor to be billed hourly (rate below)

Monthly Recurring Subtotal	\$1,379.00
1-Year Subtotal	\$16,548.00
3-Year Subtotal	\$49,644.00
5-Year Subtotal	\$82,740.00

Onboarding & One Time Services		Price	Qty	Ext. Price
DC-MSP-SERVER- Managed Server Onboarding ONB	Managed Server Onboarding	\$40.00	20	\$800.00
DC-MON-ONB	Network Device Monitoring Onboarding Included remote installation of LM collector on customer provided Windows Server/VM. Setup of Meraki monitoring via API and SNMP. Setup of Server Host monitoring. Creation of managed service workflow with client and escalation procedures.	\$40.00	14	\$560.00
Subtotal				\$1,360.00

Quote Summary		Monthly Recurring	One-Time
Monthly Recurring Services		\$1,379.00	\$0.00
Onboarding & One Time Services		\$0.00	\$1,360.00
Total:		\$1,379.00	\$1,360.00

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HOURLY SERVICES BILLING SCHEDULE
(time is billed in 15 minute increments)

Engineer Work Role	Hourly Rate
All Other Work Roles	\$165
After Hours Rate <ul style="list-style-type: none"> Before 8am or after 5pm CST Weekends & Company Recognized Holidays	1.5x Base Rate

Assumptions

- Red Oak Community School District will work closely with Heartland Business Systems in the development and implementation of all deliverables.
- Heartland Business Systems will make every attempt to provide services that meet the customer's needs as stated. Heartland may make modifications/revisions to design and configuration upon receipt of additional information regarding function and purpose of network.
- This estimate is based upon Heartland's understanding of the scope of this project as of the date of this proposal. Should the scope change in any way from the scope listed within this document, Heartland retains the right to adjust the estimate accordingly. No scope change and/or price adjustment will be made without prior communication and written approval to do so from Red Oak Community School District.

Billing Philosophy

- We operate best when we have frequent, open communication with our clients about issues and problems they face in operating their businesses.
- We encourage our clients to meet with us on a periodic basis and to call us frequently.

Project Fees

- This agreement is subject to the satisfactory completion of our customary evaluation of prospective clients in accordance with professional standards and execution of Heartland's Standard Terms and Conditions ("Standard Terms and Conditions").
- This agreement is valid for 90 days from the proposal date found on the first page. Extensions or other modifications to this proposal will require approval in writing from Heartland Business Systems.
- Heartland does not bill for incidental expenses (office supplies, telephone calls, etc.) However, we do reserve the right to bill for travel and lodging related expenses should they

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become necessary for the conduct of this project.

- The acceptance of this agreement or continuation of any E-RATE eligible components of the agreement are contingent on receipt of E-Rate funding.
- School District agrees to the proposal attached by affixing approval signature below. Heartland shall invoice in accordance with the Standard Terms and Conditions.
- Heartland's Standard Terms and Conditions are incorporated herein by reference and made a part of any agreement between the parties. In the event of any direct conflict between the Standard Terms and Conditions and any other provision, the Standard Terms and Conditions shall control.

Acknowledgment:

Red Oak Community School District

By: _____

Print Name: _____

Print Title: _____

Date: _____

Acknowledgment

Heartland Business Systems, LLC

By: _____

Print Name: _____

Print Title: _____

Date: _____

QUOTE

4341030000016762038

IT SHERPA Jessa Erickson
EMAIL jessa.erickson@thinkspaceit.com
PHONE (844) 576-2555
VALID UNTIL
AMOUNT \$ 10,620.00

BILL TO
Red Oak Community School District
Kevin Herrick
604 S. Broadway St
Red Oak, IA 51566-1974
(712) 623-6600

SHIP TO
Red Oak Community School District
Kevin Herrick
604 S. Broadway St
Red Oak, IA, 51566-1974
(712) 623-6600

ITEM DESCRIPTION	LIST PRICE	QTY	DISCOUNT	AMOUNT
Total IT Management (Co-Managed) E-Rate Eligible Devices Covered : APs Includes : 24x7 AI monitoring, monthly reporting, OS updates & patching, asset reporting	\$ 60.00	142	\$ 0.00	\$ 8,520.00
Total IT Management (Co-Managed) E-Rate Eligible Devices Covered : Switches Includes : 24x7 AI monitoring, monthly reporting, OS updates & patching, asset reporting	\$ 60.00	33	\$ 0.00	\$ 1,980.00
Total IT Management (Co-Managed) E-Rate Eligible Devices Covered : Firewalls Includes : 24x7 AI monitoring, monthly reporting, OS updates & patching, asset reporting	\$ 60.00	2	\$ 0.00	\$ 120.00
SUB TOTAL				\$ 10,620.00
RECURRING FEE(S)				
ONE-TIME FEE(S)				
TAX				\$ 0.00
GRAND TOTAL				\$ 10,620.00

STATEMENT OF WORK

SPIN #143046558

Costs listed above are per device - will need a current headcount of both eligible and ineligible devices to determine final cost.

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QUOTE

4341030000017215019

IT SHERPA Jessa Erickson
EMAIL jessa.erickson@thinkspaceit.com
PHONE (844) 576-2555
VALID UNTIL
AMOUNT \$ 10,647.00

BILL TO
Red Oak Community School District
Kevin Herrick
604 S. Broadway St
Red Oak, IA 51566-1974
(712) 623-6600

SHIP TO
Red Oak Community School District
Kevin Herrick
604 S. Broadway St
Red Oak, IA, 51566-1974
(712) 623-6600

ITEM DESCRIPTION	LIST PRICE	QTY	DISCOUNT	AMOUNT
Total IT Management (Co-Managed)	\$ 240.00	22	\$ 0.00	\$ 5,280.00
Devices Covered : Servers				
1 Year				
Includes : Advanced Threat Protection, Advanced Breach Protection, 24x7 AI monitoring, monthly reporting, OS updates & patching, asset reporting				
Labor	\$ 500.00	1	\$ 0.00	\$ 500.00
Labor to configure RMM for Servers				
Total IT Management Data Secure [Servers]	\$ 201.00	22	\$ 0.00	\$ 4,422.00
Devices Covered : Servers				
1 Year				
Labor	\$ 250.00	1	\$ 0.00	\$ 250.00
Labor to configure Backups for Servers				
Labor	\$ 85.00	1	\$ 0.00	\$ 85.00
(Onsite) Labor rate per hour for support, billed in 15 minute increments				
Labor	\$ 45.00	1	\$ 0.00	\$ 45.00
(Travel) Labor rate per hour for support, billed in 15 minute increments				
Labor	\$ 65.00	1	\$ 0.00	\$ 65.00
(Remote) Labor rate per hour for support, billed in 15 minute increments				

SUB TOTAL \$ 10,647.00

RECURRING FEE(S)

ONE-TIME FEE(S)

TAX \$ 0.00

GRAND TOTAL \$ 10,647.00

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We're Atlantic Computing. We are responding to your MIBs RFP in the latest ERate 470 cycle. Atlantic has been providing services and products to schools for over fifteen years.

Atlantic's managed service offering supplements your onsite staff. We provide an appliance to monitor local resources, including firewall, wireless and switching. When needed, the appliance allows us to have a presence on your network as if we were there.

The cost is modest. A typical time-to-response is under four hours. Atlantic provides expertise and an extra set of hands to diagnose and address network issues as they arise. Because we are monitoring, we will often detect issues before your staff does.

What kinds of issues do we address? The service includes switching problems, problems with wireless, authentication issues, slow networking issues and security events. We bring many years of experience to network troubleshooting.

What are the limits? Directory management is up to your staff. Reconfiguration or addition of new services is out of scope, but may be arranged. Onsite presence is not included. Manufacturer support for the products in use should be kept current by you. If we choose (together) to perform a software update or device reboot, we will need a local set of hands.

Why do this? Do it to keep your network running smoothly, to be aware of steps you can take to improve the network, to keep ahead of security and technology challenges and changes. Do it to have someone to call.

-- the team at Atlantic Computing

Pricing

Atlantic's MIBs offering for schools is based on the student population size. The plan runs for one year. Your district's portion will be billed annually or monthly, at your discretion. You may go the BEAR route or have Atlantic bill USAC monthly via the SPI method.

There are no setup fees, though we may need a hand to bring up the management appliance.

The cost for the program is \$1/student/month.

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Managed Services					
Factor	Available Points	RTI	Heartland Technologies	ThinkSpace IT	Atlantic Computing
Price of Eligible Products and Services	30	25	30	20	20
Prior Experience with Vendor	25	25	10	10	0
Ease of Management	25	25	20	20	15
Personnel Qualifications	10	10	10	10	10
Ineligible Cost Factors	10	5	5	5	0
Total	100	90	75	65	45



Mediacom E Rate Services Proposal

FOR

Red Oak Comm School District

604 S Broadway St
Red Oak, IA 51566

Form 470 Application Number: 220014822

SERVICES INCLUDED

**Category One
Telecommunications
Internet Access**

From

Greg Jochims

KAE

319-651-5859

gjochims@mediacomcc.com

Mediacom SPIN: 143029836

MCC Telephony, LLC

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E Rate Services Proposal



Enterprise Business Networks Is The New Communications Provider

We Offer Choices That Didn't Exist Until Now

Enterprise Business Networks provides a single integrated network solution for your voice, video, data and Internet communications. We offer data networking speeds that far exceed traditional options, and provide the foundation needed to implement all multimedia applications that are custom designed, delivered and managed to improve the productivity of your business.

Enterprise Business Networks can link your sites together with our fiber optic network, providing you with highly robust network speeds from 10Mbps (million bits per second) up to 100Mbps, 1,000Mbps, OC-x and beyond! Alternatively, if you are a single location in need of high-speed access to the Internet, we can help. In either case our mission is clear: we are committed to providing you with the communications infrastructure you need to successfully meet your objectives, both now and in the future.

Businesses, schools (K-12), universities (13-20), hospitals and local governments/municipalities are among the many users of our services today. Anyone with high-speed networking requirements will benefit from our services. Why wait for the future when Enterprise Business Networks helps you realize your future today?

Company Goal:

Custom design, deliver and manage large LAN/WAN network solutions, voice and data services for faster and more economical bandwidth and telecom services by leveraging strong fiber capacity within the local CATV fiber (HFC) infrastructure.

Enterprise Solutions is a Division of Mediacom

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E Rate Services Proposal

Coax Services Outdoor Education Facility:

Service Description	1 Year	3 Year	5 Year
Installation charge	\$ 149.95	\$ 99.95	\$ 0
300/20MBps High Speed Data	\$329.95	\$289.95	\$229.95
1GBps/30MBps High Speed Data	\$429.95	\$389.95	\$329.95

*Static IP if needed is \$ 25 set-up and \$ 5.95 a month

**5 year pricing includes a phone line

1. SPIN **143029836**
2. E-Rate Contact:
 - a. Nancy Tom and/or Enterprise Billing
 - b. NTom@mediacomcc.com or enterprisebilling@mediacomcc.com
 - c. 845.443.2627 or 845-443-2464
3. Pricing before e-rate discount.
4. No install.
5. This is a fiber solution.
6. All costs above are eligible for E-Rate discount.
7. Other bandwidth, service, and term options available.
8. References: Burlington Community Schools, Western Dubuque Schools, Iowa Falls Schools, Ottumwa Schools, Urbandale Schools, PCM Schools, Pella Schools, New London Schools, Des Moines CSD, Creston CSD, and others available upon request.
9. SLA available
10. All services to be installed by July 1, 2022
11. Data will be handed off by Ethernet
12. Network uptime is 99.999% on fiber services.
13. Scalable
14. Reliable
15. Secure
16. 24x7 NOC Monitored
17. Local technicians
18. BEAR Billing only for coax services
19. DDoS and local caching included with direct Internet service.

Mediacom agrees and complies with requirement of USAC Guidelines.

Mediacom Proprietary and Confidential

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E Rate Services Proposal

Mediacom Trouble Ticket Reporting & Escalation List

This is a fully managed solution that is monitored by our Network Operations Center (NOC) twenty four (24) hours a day, seven (7) days a week, every day of the year. For any reason if the network goes down or if there is transmission problems, an alarm will immediately go off at the NOC. The NOC will then place a call to the technical contact where the troubleshooting process begins immediately and continues nonstop until the problem is isolated and fixed. For any reason, our customers are provided an escalation list below, that if something is being done unsatisfactorily, we ask that the escalation begins, and try to remedy the situation on an ASAP basis.

Mediacom Business Technical Support Center (BTSC)
877-550-DATA (3282) – Answered 24x7x365
enterprise_support@mediacomcc.com

This proposal is submitted by:

Mediacom Telephony, LLC.

Greg Jochims
Key Account Executive
Gjochims@mediacomcc.com
319-651-5859

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7760 Office Plaza Drive South
West Des Moines, Iowa 50266

Aureon E-Rate Services Proposal

For: **Red Oak Community School District**

ATTN: Kevin Herrick

From: Aureon

Date: Feb 7, 2022

E-Rate FY2022

Form 470 Application Number: 220014822
Billed Entity Number: 132420
FCC Registration Number: 0005005053

Category: Category One
Service (s): Data Transmission and/or Internet Services

SPIN: 14034322

E-Rate Account Executive: Denny Hanna
Phone: 515-490-4263
Email: denny.hanna@aureon.com

Aureon Customer Support: 24x7x365 monitoring & support
Phone: 800-469-4000
Email: tech.customercare@aureon.com

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7760 Office Plaza Drive South
West Des Moines, Iowa 50266

Dear Red Oak Community School District,

Aureon has designed and engineered service solutions based upon form 470 application number 220014822 to offer Internet services.

300 Mb Dedicated Data Transmission and/or Internet services.

Service address 604 S. Broadway St., Red Oak, IA. 51566

AUREON		Feb. 7, 2022					
Column1	Column2	Column3	Column4	Column5	Column6	Column7	Column8
LOCATION	DESCRIPTION	12 Mo. MRR	NRR	36 Mo. MRR	NRR	60 Mo. MRR	NRR
604 S. Broadway St. Red Oak, IA. 51566	300 Mb. Internet Services	\$1,041.92	\$1,092.00	\$910.45	\$1,038.00	\$813.08	\$1,011.00

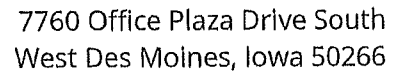
All E-Rate discounts, taxes, and applicable fees will be applied once the agreement has been signed by both parties and services have begun. E-Rate discounts will reflect during monthly payment Invoice for the duration of the agreement. If you are tax exempt, please submit your exemption form at time of signed service agreement.

If you have any questions, please let me know.

Sincerely,

Denny Hanna

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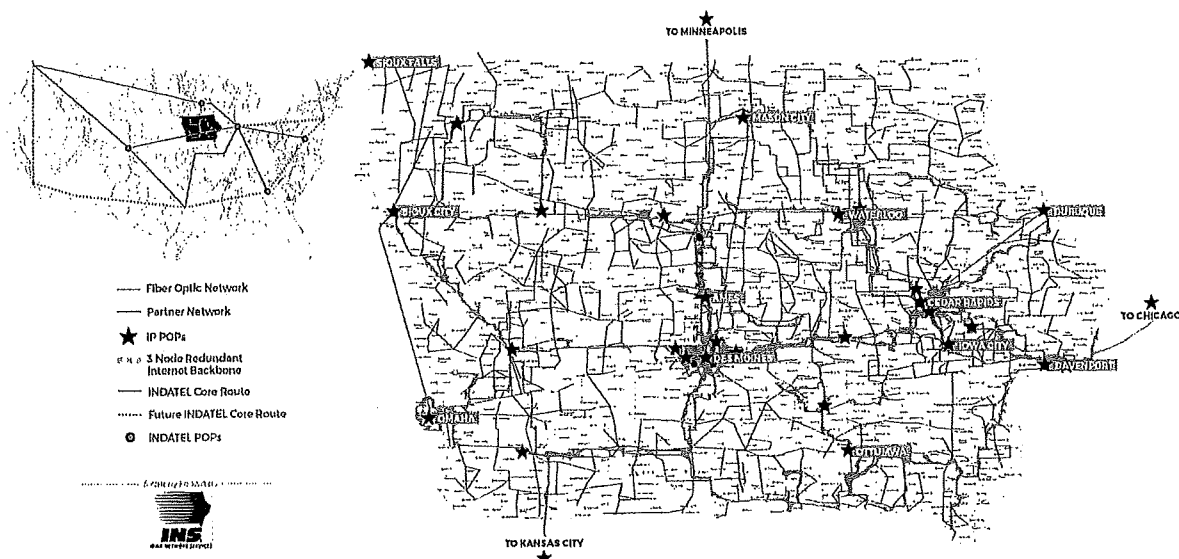
Aureon serves clients in 48 states from our three Midwest office locations, including our corporate office in West Des Moines, Iowa, a fast-growing Des Moines suburb.

No matter if it's our first interaction or years into a partnership, Aureon's experts will work right alongside you and your team to help you achieve your business goals.

Aureon provides unique and scalable business support services for organizations of all sizes. We offer technology, consulting, and contact center solutions.

24/7 Network Support

Our fiber optic network facilitates the internet connection your business needs to remain competitive in your market. With only one point of contact, you can enjoy complete end-to-end connectivity and unparalleled support. Aureon network operations experts monitor and deliver fiber optic support 24/7, with an uptime of 99.99%, year-round. With Aureon, your organizations have access to quick and effective assistance around the clock with the bandwidth and services to support all communications needs.





7760 Office Plaza Drive South
West Des Moines, Iowa 50266

Account Executive – Denny Hanna
Email: denny.hanna@aureon.com
Phone: 515-490-4263

WS

Internet DIA and Transparent Services			
Factor	Available Points	Mediacom Business	Aureon
Price of Eligible Products and Services	30	30	20
Prior Experience with Vendor	25	25	0
Ease of Management	25	25	25
Personnel Qualifications	10	10	10
Ineligible Cost Factors	10	10	10
Total	100	100	65

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The following is proposed to be added to the Roles & Responsibilities section of the TLC Plan in the spring of 2022:

For the 2022-2023 school year, Red Oak Community School District will put a temporary hold on the current TLC plan due to the unprecedented lack of teaching staff and applicants to fill vacant positions. This hold will be reevaluated in the spring of 2023. In order to continue supporting staff to the best of our ability, current TLC positions of: Teaching & Learning Strategist, Technology Strategist, and Innovation & Design Leads, will be suspended and temporary positions created. These positions will be full-time in the classroom with stipends commensurate with the extra duties expected of each position. Staff with current 3-year TLC contracts will be given precedence for temporary TLC positions. Other TLC roles of: Mentor, Student Interventionist, Lead Interventionist, and TLC Coordinator will continue, with the Coordinator also having classroom responsibilities. All TLC staff will be charged with supporting a large influx of new teachers who would normally have the support of full-release strategists in addition to other mentoring and TLC supports. In order to better support, TLC staff will engage in extra professional learning with a heavy focus on Marzano's instructional framework and iObservation planning tool. For these reasons, ROCSD proposes increased stipends for all TLC positions. Proposed temporary positions and stipends include: Assessment Leads (2 per building) with stipend of \$10,000 each, Instructional Leads (10 elementary, 7 secondary) with stipend of \$10,000 each. Proposed increase in Mentor teachers from 2 per building to 10 in district with majority at elementary due to significant amount of new staff at that level. Mentor stipends will increase to \$5,000. Student Interventionist stipend will increase to \$4,000, Intervention Leads to \$5,000, and TLC Coordinator to \$10,000.

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Request for Proposal: Facilities Assessment and Master Planning

Red Oak Community School District
604 S. Broadway St.
Red Oak, IA 51566

I. Introduction

The Red Oak CSD is seeking proposals from architectural, engineering, and planning firms to assist the district in developing a district-wide master facility plan to ensure district facilities are meeting the educational and extra-curricular needs of students. The firm must conduct a comprehensive assessment of district facilities, prioritize necessary enhancements, provide preliminary planning, and design services for potential capital improvement projects, and outline its findings in a detailed written report. The master facility plan must focus on the safety, accessibility, utility, and sustainability of all district facilities. It must also address the maintenance, renovation, and replacement of existing facilities over the next five to fifteen years.

II. Background Information

The Red Oak CSD is located in southwest Iowa, in Montgomery County. It encompasses 199.2 square miles, serves approximately 1040 students, and employs 84 teachers and 26 paraprofessionals.

The district includes three school campuses within the Red Oak city limits; the Red Oak Early Childhood Center providing childcare and preschool services; Inman Elementary serving 514 students in grades K-6; and Red Oak Jr/Sr High School serving 498 students in grades 7-12. District administrative, maintenance, and transportation offices are in a separate facility. The district also owns various sports facilities, including an activities center, tennis courts, softball field, baseball field, and football/soccer field.

In 2018, the district passed a \$20 million bond initiative to renovate and expand the secondary campus and add four additional classrooms at the elementary campus. The district is currently seeking to divest itself of two neighborhood elementary school buildings that are no longer in use.

Ultimately, the Red Oak CSD seeks to be a district of choice for students, teachers, and families across southwest Iowa. Modern facilities are an essential part of this vision.

III. Objectives of Facility Study and Master Plan

1. Assessment of each attendance center and sports facility to include:
 - a. Architectural and structural integrity

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- b. An overview of all the mechanical, electrical, plumbing, and technology (MEPT) systems and their projected life spans
 - c. Site circulation and student safety
 - d. Space utilization and occupancy
 - e. Accessibility by students and staff
 - f. Functionality, efficiency, user satisfaction, and sustainability
- 2. Scope of Services
 - a. Meet with school district staff, administration, board of directors and community groups
 - b. Assess physical condition of each facility in the Red Oak CSD
 - c. Assess safety and security of each facility including site location and buildings
 - d. Review utilization of space of each facility
 - e. Assess adequacy and function of the four sites and projected needs for the future.
 - f. Determine costs for all potential improvements and/or replacement needs
 - g. A formal report with presentation to the school board
 - h. Assist the district in developing a 5–15-year master facility plan
 - i. Address the need for additional 21st Century learning spaces
- 3. Final Facilities Report: Appropriate plans and graphics, agreed to by both the consultant and the Red Oak CSD, will accompany the final facilities report and will be presented during a regular Board meeting. These will include, but not be limited to, the following:
 - a. Physical Plant Use: inventory of existing space use and needs
 - b. Analysis of Space Use
 - c. Analysis of MEPT systems and projected life spans
 - d. Analysis of site circulation
 - e. Analysis of safety and accessibility of each facility
 - f. Analysis of learning spaces
 - g. Analysis of functionality, efficiency, user satisfaction, and sustainability of each facility
 - h. Prioritized list of recommended capital improvement projects based on urgency, seriousness, and growth potential
 - i. Phased capital improvement plan proposal

IV. Proposal Requirements

- 1. Firm Overview & Approach
 - a. Firm profile & contact information, including address of principal office, telephone number, and e-mail address.
 - b. Describe your team's process for the scope of services requested. How will you include key stakeholders and the Board of Education?
 - c. Describe your firm's philosophy and approach to educational environment design. Include experience renovating and updating learning environments, and recommended methods of effective communication to stakeholders and decision makers.

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- d. Describe your firm's utilization of Building Information Modeling (BIM) and/or use of other technology to support the design process.
- e. Provide a statement explaining your firm/team's unique qualifications for this project & client.

2. Project Team/Key Personnel

- a. Organizational chart- please provide the names of individuals who will be assigned to your team and the role they will play.
- b. If full-service architecture and engineering disciplines are not provided in-house, indicate who your sub-consultants will be and the work they will perform for the scope of services requested. The assessment will likely require input from Mechanical, Electrical, Plumbing, Civil, and Structural engineering disciplines.
- c. Include resumes of all key team members highlighting at least 3 relevant experiences with PreK-12 projects. Resumes from sub-consultant team members should also be included.

3. Similar Project Experience

- a. List and briefly describe a minimum of three (3), maximum of five (5) PreK-12 projects in progress or completed in the last five (5) years
 - b. In each description, please include the following:
 - i. Project Name and Address
 - ii. Project Delivery Method
 - iii. Project Budget
 - iv. Project Completion Date
 - v. Client Reference and Contact Information
 - vi. Contractual Point of Contact
 - vii. Facility User
 - c. For each project listed, please provide the following:
 - i. Your construction cost estimate
 - ii. Final construction cost
 - iii. Explain factors that affected the difference between original estimate and final cost.
4. Schedule for deliverables: how long will it take to conduct assessment, develop plan, and present to school Board
5. Additional Information: Please provide any additional information outlining unique experience or specialization that will benefit the District- limited to two (2) pages
6. Provide a five-year summary (including pending matters) of the firm's administrative proceedings, investigation, litigation, arbitration, and settled history with previous clients or with any matter involving business dealings of the firm.

V. Review Process:

Proposals are due by May 1, 2022. Proposals should be sent to:

Superintendent

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Red Oak Community School District
604 E Broadway
Red Oak, IA 51566

A district selection committee will review all submitted proposals by May 15, 2022. The selection committee will evaluate all proposals according to:

- Qualifications of firm & project team
- Experience in design of educational environments and community engagement
- Completeness of submission based on RFP requirements
- Process, deliverables, and timelines
- Proposed cost of services

Based on these criteria, the committee may select one (1) or more firms to interview in June 2022.

The Board intends to act on proposals in July 2022.

VI. NOTICES

- The District shall not be liable for costs incurred for preparation of proposals or interviews.
- The District reserves the right to reject all proposals and terminate the process.
- All proposals and informational handouts provided to the District during the process become the property of the District and will be considered public information subject to disclosure laws- please do not include proprietary information or trade secrets. All responses will be maintained as confidential documents until officially placed on the School Board agenda.
- All data, projections, renderings, plans, and other work products will become the property of the district.

RED OAK COMMUNITY SCHOOL
604 W. Broadway St.
Red Oak, Iowa 51566
www.redoakschools.com

CUSTODIAL SERVICES SPECIFICATIONS
REQUEST FOR PROPOSALS PACKAGE

TABLE OF CONTENTS

SECTION I	Instructions to Bidders
SECTION II	Bid Form <ul style="list-style-type: none">- Capabilities Proposal
SECTION III	Building Tour Schedule
APPENDIX A	Technical Requirements <ul style="list-style-type: none">- Specifications- Campus Map
APPENDIX B	Pricing Proposal
APPENDIX C	Insurance Requirements
APPENDIX D	Service Contract
APPENDIX E	Acknowledgment of Receipt

SCHEDULE OF EVENTS

<u>Activity</u>	<u>Date</u>
Release Proposal Request	April 1, 2022
Pre-Bid Meeting & Campus Tour (optional)	April 15, 2022
Bid Package Questions Submitted	April 22, 2022
Proposals Due	May 6, 2022
Interviews with Finalists (optional)	May 16-20, 2022
Contract Award	May 23, 2022
Service Begins	July 1, 2022

INSTRUCTIONS TO BIDDERS

SECTION 1

1.1 EXAMINATION OF DOCUMENTS

Red Oak Community Schools (herein "Owner") is requesting proposals (herein "Bid") for custodial services on its campus. All bidders are cautioned to examine and thoroughly read all specifications, proposed Bidding Documents, and other data provided, inform themselves and become familiar with the nature and extent of all divisions of work necessary to fully perform under the Bidding Documents. The bidding Documents shall consist of all documents included in the Bid Specifications and all documents referenced therein, by submitting a Bid, it is understood that a Bidder received a complete set of the Bidding Documents and is familiar with the foregoing.

1.2 INVESTIGATION OF SITE AND EXISTING FACILITY

Before submitting a Bid, each Bidder shall thoroughly examine the premises and become fully informed regarding conditions under which Bidder will be obliged to operate, or that in any way may affect the work under Bidder's contract. Bidders who do not attend the mandatory facility pre-bid meeting and tour will be disqualified. Please see attached Building Tour Schedule.

If there are Bid package questions, Bidder must contact:

Adam Wenberg via e-mail at wenberga@redoakschools.org

Responses will be sent to all bidders.

A Bidder's submission of a Bid will be representation and warrant that the Bidder has become fully informed and understands and accepts the existing conditions and the Bidding Documents. No claim for extra compensation will be allowed by reason of anything concerning that which the Bidder should have known prior to the bidding.

1.3 AMENDMENTS

Any interpretation, correction, or change to the Bid will be made by written Amendment issued by Owner. Interpretations, corrections, or changes made in any other manner will not be binding. Amendments will be forwarded to all Bidders who have returned the attached *Acknowledgment of Receipt and attended the Mandatory Pre-Bid Meeting*. Bidder shall acknowledge receipt of amendment(s) to bids by signing and returning the signature page in Appendix B: Scope, Specifications, and Pricing Proposal. Amendment acknowledgement(s) must be submitted with the Bid reply. Amendment(s) shall be received before the Bid due date and time.

1.4 PREPARATION COSTS

Owner will not be liable for any costs associated with the preparation of the Bid for Bidders submission.

1.5 BID SUBMITTAL

All Bid proposals must be submitted in writing. No oral or telephone Bids, modifications, or amendments will be considered.. All documents submitted with the Bid which require a signature must be signed by an authorized individual. Bids that are not signed will be rejected. All Bidders are required to submit three (3) copies of the following:

- Bid Form Response
- Response to Appendix A: Technical Requirements
- A signed and notarized Appendix B: Pricing Proposal
- A list of three (3) Iowa K12 references including district name, contact person, and phone number.
- Copies of any required licenses and bonds.
- A list of proposed subcontractors, if any, who shall be duly registered and licensed with appropriate federal, state, and local agencies, along with a description of the scope of work to be undertaken by such proposed Subcontractor. Owner may request information as it deems necessary to examine the qualifications, experience and financial responsibility of such proposed Subcontractor.
- Any alterations to format made within the bidder's proposal may be cause for rejection.

Bids shall be sent to the office of:

Adam Wenberg
Red Oak Community Schools
604 S Broadway St
Red Oak, IA 51566

Bid must be received by **May 6, 2022**, at 1:00 p.m. They will be privately opened. Bids not received by this date and time will be considered as a "No Bid."

It is the Bidders responsibility, by whatever method he/she chooses, to ensure that his/her Bid is received before the time set and at the place identified for receipt of Bids. Any Bid submitted shall be enclosed in an envelope clearly marked *"Bid # Enclosed - Do Not Open."*

Time is of the essence for these instructions. Bids received after the time and date for receipt of Bids will be returned unopened.

1.6 BID EVALUATION

The Owner will evaluate each proposal based upon the contents submitted within the Bid Form, Appendix A: Technical Requirements and Appendix B: Pricing Proposal according to following criteria:

a) Experience/Past Performance	25 Points
b) Cost of services	25 Points
c) Green Initiatives	15 Points
d) Personnel/Organization	15 Points
e) Financial capacity	10 Points
f) ISO Certification	10 Points

Bidders may, at the sole discretion of Owner, be given the opportunity to personally present their total package to Owner.

1.7 ERRORS & OMISSIONS – BIDDERS PROPOSAL

The Owner may accept or reject any Bidder's proposal, in part or its entirety, if such proposal contains errors, omissions, or other problematic information. The Owner shall decide on the materiality of such errors, omissions, or other problematic information.

1.8 REJECTION OF BIDS

The Owner reserves the right to reject any or all Bid Proposals and to waive any irregularities/error for a period of ninety (90) days after the Bid opening.

1.9 NOTIFICATION OF NON-SELECTION

Owner will notify in writing the Bidders who are not selected.

1.10 AWARD OF CONTRACT

The successful Bidder will be notified in writing of the decision of the Owner to award the Custodial Services Contract on or before May 25, 2022. If awarded the contract, Bidder hereby agrees to furnish all labor and materials for the total compensation of slated services not to exceed the cost guaranteed by this Bid. Anticipated start for this contract will be July 1, 2022.

No contract award shall exist until executed in writing.

1.11 EXECUTION OF CONTRACT

The successful Bidder will be presented with the Custodial Services Contract for execution (a copy of the contract is attached as Appendix F). Within seven (7) calendar days after contract award, Bidder shall deliver to the Owner the required number of the signed contracts, insurance certificate(s) and other pre-job submittals identified in the contract documents. The contract will consist of the Owner's Bid package, the Bidder's response with any and all revisions, award letter, and executed contract between the parties.

1.12 WARRANTY

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Bidder warrants to Owner that all goods and services will conform in all respects to the terms of this Bid, including any drawings, specifications, and/or defects in materials, workmanship, and free from such defects in design.

1.13 TAXES

Red Oak Community Schools is a tax exempt institution. A tax exemption form will be provided by the Purchasing department upon execution of contract.

1.14 INSURANCE

- I. The successful Bidder shall provide the following minimum insurance coverage:
 - A. Commercial General Liability
Combined Single Limit - \$1,000,000 per occurrence and \$2,000,000 annual aggregate per location. Such insurance shall be broad form and include, but not be limited to, contractual liability, independent contractor's liability products and completed operations liability and personal injury liability. A combination of primary and excess policies may be utilized. Policies shall be primary and noncontributory.
 - B. Worker's Compensation – Statutory Limits
 - C. Employer's Liability
With minimum liability limits of \$1,000,000 bodily injury by accident each accident, \$1,000,000 bodily injury by disease policy limit, \$1,000,000 bodily injury each employee.
 - D. Commercial Automobile Liability
Combined Single Limit - \$1,000,000 per accident.
Such insurance shall cover injury (or death) and property damage arising out of the ownership, maintenance or use of any private passenger or commercial vehicles and of any other equipment required to be licensed for road use.
 - E. Property Insurance
All-risk replacement cost property insurance to protect against loss of owned or rented equipment and tools brought onto and/or used on any Property by the Bidder.
- II. Policies described in Sections I-A and I-D above shall include the following as additional insured, including their officers, directors and employees. A GL-2010 Endorsement shall be utilized for the policy(ies) described in Section I-A above. Please note that the spelling of these parties must be exactly correct or the Contract Duties will not be allowed to commence.

1. Red Oak Community Schools
- 

- III. All policies will be written by insurance companies licensed to do business in the State of Iowa and which have a rating by Best's Key Rating Guide not less than – "A-/XII".
- IV. Bidder shall furnish to the Owner Certificate(s) of Insurance evidencing the above coverage. Original Certificate(s) of Insurance must be provided before Bidder commences Contract Duties or Contract Duties will not be allowed to commence.
- V. Certificate(s) of Insurance relating to policies required under this Agreement shall contain the following words verbatim:

"Should any of the described policies be canceled before the expiration date thereof, the issuing insurer must give 30 days written notice to the certificate holder named to the below, but failure to do so shall impose no obligation or liability of any kind upon the insurer, its agents or representatives." An additional copy to be sent by certified mail return/receipt to:

Red Oak Community Schools
Attn: Adam Wenberg
604 S Broadway St
Red Oak, IA 51566

In addition, the language set forth in this Paragraph VI shall also be added to each policy in the form of an endorsement.

1.15 DELIVERIES

Unless otherwise specified and agreed to by the Owner, no items shall be delivered to the Owner's premises unless an employee of Bidder is on-site to accept the delivery. Owner is not responsible for any items delivered.

1.16 PERSONNEL

The Bidder will be wholly responsible for supervision, compensation, and direction of its employees. The Bidder's employees shall adhere to the Owner's rules and regulations while on the school grounds, but control and direction of the Bidder's employees shall remain at all times with the Bidder. The Bidder shall indemnify and defend and agrees to hold Owners and its trustees, officer, directors, employees, and agents, harmless from and against any and all liabilities, claims, demands, suits, and costs of settlement arising out of or in connection with (i) a claim that any person employed by the Bidder is an employee of the District or (ii) any discriminatory, negligent or intentional conduct, acts or omissions to act, by the Bidder or its employees or agents. The foregoing indemnification obligations of the Bidder shall survive the expiration or termination of Agreement.

1.17 INDEPENDENT CONTRACTOR

The Bidder is an independent contractor and not an employee of the school district. Neither the Bidder, nor any agent, employee, or subcontractor of the Bidder, shall be deemed to be an agent or employee of Red Oak Community Schools. The Bidder shall pay, when due, all required employment taxes and income tax withholding, shall provide and keep in force worker's compensation insurance in the amounts required by law, and shall be solely responsible for the acts of the Bidder, its employees, agents, and subcontractors.

1.18 NONDISCRIMINATION

In connection with the performance of work under this Contract, the Bidder agrees not to discriminate against any employee or applicant for employment because of race, religion, sex, color, or national origin. The aforesaid provision shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment, advertising, layoff or termination, rates pay or other forms of compensation, and selection for training, including apprenticeship. The Bidder agrees to post hereafter in conspicuous places, available for employees applicants for employment, notice setting forth the provisions of the nondiscrimination clause. The Bidder further agrees to insert the foregoing provision in all Subcontractors hereunder, except Subcontractors for standard commercial supplies or raw materials.

BID FORM

Section II

2.1 CAPABILITIES PROPOSAL

We encourage you, in your proposal, to tell us about your company and how you would, if selected, prepare for and handle the Custodial Service obligations. Certain subjects are of particular importance to us and we request a detailed outline of the items addressed below. Please do not feel restricted to these items, as we wish to know as much as possible about your company and its operation. Failure to respond to any items in the Bid Form may result in rejection of the Bid.

A. GENERAL BACKGROUND

Please provide background information about your company including number of employees, areas of expertise, number of years in the business, types of facilities serviced, qualifications of team (including subcontractors) assigned to the project, appropriate licensing, etc.

B. FINANCIAL STABILITY

- Provide a history of the company's growth and proof of financial stability.

C. CLIENT RELATIONS

- How will your company work with us to ensure client satisfaction?
- What are the value added benefits the Owner will realize if entering into a contract with your company?

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D. LITIGATION

- Provide a list of litigations with the last five (5) years in which your company has been named as a:
 - Defendant in a lawsuit for breach of contract
 - Respondent in an administrative action for deficient performance on a project
 - Defendant in a criminal action
 - Defendant in a civil action for loss to client's property or person
 - Defendant in a civil action for conduct of an employee

E. ADDITIONAL INFORMATION

- Green Initiatives that support the Healthy Schools Campaign
- ISO Certification
- Method of employee background and social security number verifications
- Training Outline
- List of Equipment & supplies to be provided
- Transition/implementation plan
- Copy of Certificate of Insurance
- Dun & Bradstreet number
- Equal Opportunity Employer Certificate
- Drug free workplace

OPTIONAL PRE-BID BUILDING TOUR SCHEDULE

SECTION 3

Bidders are invited to attend an optional building tour on April 15, 2022 at 2:00 p.m. Bidders will meet with Adam Wenberg at the Red Oak CSD Administrative Office located at 604 S Broadway St, Red Oak, IA.

APPENDIX A: TECHNICAL REQUIREMENTS

I. SCOPE OF SERVICES

Red Oak Community Schools is requesting proposals from qualified vendors for a contract to provide custodial services on its campus. Bidder is to examine the list of requirements provided below and provide a written response, signed by an authorized representative, indicating its ability to meet these requirements or can comply with the requirements with exceptions. A written detailed response is required.

SERVICES TO BE PERFORMED

- A. The Bidder (Contractor) will be required to provide professional custodial services for Red Oak Community Schools at its campus in Red Oak, Iowa. The listing of buildings on the campus included in the scope is as follows:
 - 1. Jr/Sr High School
 - 2. Technology Center
 - 3. Inman Primary School (Grades K-3)
 - 4. Red Oak Early Childhood Center (Pre-K)
 - 5. Administration Office/Bus Barn
- B. Contractor shall be responsible for cleaning all academic and office space as defined by the specifications. Specifications are attached as part of Appendix A. Additional information regarding floor plans will be given at the optional tour on April 15, 2022. All custodial services to be performed are subject to inspection by Owner. All questions that arise regarding the quality and acceptability of materials used, work performed or the rate of work progress shall be decided by the Owner. During the contract term, all deficiencies will be verbally reported to the Contractor with a written report to follow. All deficiencies must be corrected within a reasonable time frame to the satisfaction of the Owner.
- C. Contractor shall furnish labor, equipment, and cleaning supplies required for the adequate performance of work for this contract. Cleaning supplies shall not include any restroom consumable products. Contractor will ensure that employees are trained, reliable, and quality conscious. All custodial employees shall be mentally and physically competent to perform all the services as required.
- D. Contractor shall provide adequate coverage to ensure a clean, safe environment for the campus community. Janitorial coverage will be provided Monday through Friday. In addition, there may also be the occasion for the Owner to request employees to work overtime or over the weekend. Contractor will provide a working Lead Custodian to supervise the night custodial employees.
- E. Contractor shall be responsible for the supervision, direction, and safety training (including Right to Know, Blood borne Pathogens, etc.) of employees. Contractor shall supervise employees to maximize performance. All equipment utilized by the Contractor must be

maintained in safe operating condition at all times. All electrical equipment must be properly grounded. All employees must wear proper protective equipment while working on the campus.

- F. Contractor shall provide additional personnel for special events which shall include but not be limited to cleaning and setting up areas for special events and restoring rooms to original condition or as specified, as may be required from time to time. Owner will notify the Contractor of such needs at least 24 hours in advance. A separate Purchase Order will be issued for special events cleaning and set-up. Work that is required but outside the scope of the contract will be quoted under regular purchasing procedure.
- G. Contractor must provide an organizational chart indicating how many employees will be necessary to meet all the custodial services requirements including shift coverage, work times, proposed wage rates, and planned on-site supervisory structure. Indicate numbers of both full and part time employees.

Liability

The contractor shall be responsible for the acts of its employees and agents while on Owner premises. Accordingly, the Contractor agrees to take all necessary measures to prevent injury and loss to persons or property located on Owner premises. Contractor shall be responsible for all damages to persons or property caused by Contractor or any of its agents or employees. Contractor shall promptly repair, to the specifications of District, any damage that it or its employees or agents, may cause to the District premises or equipment; on Contractor's failure to do so within the timeframe established by the District, the District may repair such damage and Contractor shall reimburse the college promptly for the cost of repair.

The Contractor agrees that, in the event of an accident of any kind, Contractor will immediately notify the Red Oak School's superintendent thereafter furnish a full written report of such accident.

Payments

Red Oak Community Schools will pay all invoices net thirty (30) days. No late charges will be assessed prior to the thirty (30) days. Contractor will submit one monthly invoice which clearly identifies the monthly base contract work along with any additional scope items by the 10th of the month services. Invoices shall be sent to Heidi Harris, Accounts Payable.

Payment will be processed based on approval from the Owner's Representative.

II. SPECIFICATIONS

Specifications and Scope of Service

Cleaning Standards

The following standards will be used in evaluating custodial services:

Dusting

A properly dusted surface is free of dirt and dust streaks, lint and cobwebs.

Plumbing Fixtures and Dispenser Cleaning

Plumbing fixtures and dispensers are clean when free of deposits and stains so that the item is left without dust streaks, film, odor, or stains.

Sweeping

A properly swept floor is free of dirt, dust, grit, lint, and debris, except embedded dirt and grit. Corners and edges shall be clean.

Spot Cleaning

A surface adequately spot cleaned is free of stains, deposits and is substantially free of cleaning marks.

Damp Mopping

A satisfactorily damp mopped floor is without dirt, dust, marks, film, streaks, debris or standing water.

Metal Cleaning

Cleaned metal surfaces are without deposits or tarnish, and with a uniformly bright appearance. Cleaner is to be removed from adjacent surfaces.

Glass Cleaning

Glass is clean when glass surfaces are without streaks, film, deposits, and stains, and has a uniformly bright appearance and adjacent surfaces have been wiped clean.

Floor Finish Removal (Stripping)

Finish removal is accomplished when surfaces have finish removed down to the flooring material, are free of dirt, stains, deposits, debris, cleaning solution and standing water and the floor has a uniform appearance when dry. Plain water rinse and pickup must follow finish removal operation immediately.

Scrubbing

Scrubbing is satisfactorily performed when surfaces are without imbedded dirt, cleaning solution, film, debris, stains, marks, and standing water, and the floor has a uniformly clean appearance. A plain water rinse will follow the scrubbing process.

Buffing of Finished Floor Surfaces

Finished floor areas will be buffed sufficiently for maximum gloss, removal of surface dirt and have a uniform appearance.

Carpet Cleaning

Periodic cleaning of carpets, sometimes referred to as "shampooing" shall be accomplished by steam cleaning or any other method now in use, or which may be developed in the future.

Floor Finishing

Normally performed by powered machines. Finishing and sealing includes:

- Proper cleaning and preparation of surface including removal of residue of previous washing.
- Proper rinsing of floors to remove soap residue.
- Application of two evenly distributed coats of slip proof floor finish.

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Corridors, Main Lobby and Entrance

Daily

- Empty wastebaskets and other designated receptacles, and dispose of in the proper receptacle provided by building.
- Spot clean interior door and partition glass.
- Clean and sanitize drinking fountains.
- Dust and damp mop floors.
- Sanitize phones.
- Vacuum and spot clean carpets.

Weekly

- Remove fingerprints and smudges from light switches, walls and doors.
- Dust horizontal surfaces.
- Machine polish finished hard surfaced floors.

Monthly

- Spot clean or vacuum furniture.
- Dust vertical surfaces.

Sanitizing Lockers, Showers and Restrooms

Daily

- Empty wastebaskets, sanitize, and spot clean.
- Empty sanitary napkin receptacles.
- Replace liners in wastebaskets, if dirty or torn.
- Clean and refill restroom dispensers.
- Clean mirrors and chrome fittings.
- Clean and sanitize showers, sinks, and fixtures.
- Clean and sanitize toilets.
- Clean and sanitize urinals.
- Sweep floors.
- Wet mop floor with disinfectant.
- Spot wash walls, partitions, and doors.
- Dust horizontal surfaces.
- Clean hand dryers.
- Spot clean face of lockers as needed.
- Clean tops of lockers.

Weekly

- Clean ceiling and wall vents.
- Foam showers.

Administrative Offices

Daily

- Empty wastebaskets & other designated receptacles; dispose of in proper receptacle provided by building.
- Clean and sanitize drinking fountains.
- Clean and sanitize showers, sinks, and fixtures.
- Clean and sanitize toilets.
- Clean and sanitize urinals.
- Clean wastebaskets.
- Dust and damp mop floors.
- Spot clean desktops.
- Vacuum and spot clean carpets.

Weekly

- Remove fingerprints and smudges from light switches, walls, and doors.
- Dust surfaces above 70" and below 30".
- Sanitize phones.
- Dust horizontal surfaces. No working papers will be disturbed.

Monthly

- Vacuum upholstered furniture.
- Machine polish hard surfaced floors.

Cafeteria

Daily

- Empty wastebaskets and other designated receptacles and dispose of in the proper receptacle provided by building.
- Remove fingerprints and smudges from light switches, walls, and doors.
- Spot clean interior door and partition glass.
- Clean and sanitize drinking fountains.
- Vacuum and spot clean carpets, if applicable.
- Sweep and damp mop hard floors.
- Wash counters.
- Clean table tops.
- Damp wipe chairs.

Weekly

- Dust horizontal and vertical surfaces.

As Needed

- Set up and remove tables.

Lounge

Daily

- Empty wastebaskets.
- Remove fingerprints and smudges from light switches, walls, and doors.
- Spot clean interior door and partition glass.
- Clean and sanitize drinking fountains.
- Dust and damp mop hard surface floors.
- Spot clean desk tops.
- Vacuum and spot clean carpets.

Weekly

- Damp mop hard floors.
- Dust horizontal surfaces. No working papers will be disturbed.
- Sanitize phones.

Monthly

- Vacuum upholstered furniture.

Classrooms/Instructional Areas

Daily

- Clean and sanitize desk/table tops.
- Dust mop floors/vacuum carpets.
- Damp mop floors/spot clean carpets.
- Clean and erase white boards.
- Spot clean woodwork, doors, door knobs and glass partitions.
- Empty pencil sharpeners.
- Empty waste baskets.

Weekly

- Vacuum erasers.
- Spot clean desks and table tops.
- Damp mop hard floors complete.
- Dust horizontal and vertical surfaces.

Note: Instructional areas are defined to include special subject areas, such as music, art, industrial arts, science labs, home economics and business education, etc.

Facility Areas That Require Special Attention

Library

Daily

- Vacuum and spot clean carpets.

- Empty wastebaskets and pencil sharpeners.
- Clean glass.
- Spot clean walls.

Weekly

- Clean table tops.
- Clean computer screens with microfiber cloth
- Dust Bookcases.

Gymnasium

Daily

- Dust mop floor.
- Spot mop floor.
- Help set up and clean up before and after activities held in the gym, as needed.
- Empty and damp wipe trash containers.
- Spot clean doors, walls and glass.
- Vacuum carpet runners.

Weekly

- Dust bleachers.

School Breaks, Cleaning and Refinishing Schedule

Contractor will work during Christmas breaks. Plans will be implemented to complete as many cleaning projects as possible, depending upon the length of the break taken, and the events or activities scheduled by the school that would conflict with cleaning projects. Efforts will be concentrated in the following areas.

Christmas Break

Hallways

- Hard surface hallways will be scrubbed and recoated.
- Carpeted hallways will be surface cleaned.

Restrooms/Locker Rooms

- Machine scrub and disinfect floors.
- Clean and disinfect toilets, toilet seats, and toilet tanks.
- Clean and disinfect urinals.

Administrative Offices

- Scrub and recoat hard floors.
- Surface clean carpets.

Schedule of Duties – Summer Cleanup

The following guidelines will be utilized for summer clean-up.

Classrooms and Instructional Areas

- Floors are to be stripped as needed, to remove build up and ground in soil.
- Refinish tile and terrazzo floors, applying necessary seal and anti-slip, black mark resistant, metal interlock floor finish (per manufacturer's recommendations).
- Shampoo carpets.
- Walls cleaned free of pencil, ink and other type marks and dirt.
- Desks washed inside and out. Remove gum.
- Desk tops cleaned and free of pencil and ink marks.
- Ledges, window sills, light fixtures, chalkboards, bookcases, coat racks, and other flat surfaces washed and cleaned.
- Ceilings will be swept free of debris.
- Partition glass cleaned.
- Sinks, sink fixtures, and mirrors to be cleaned and disinfected.
- Trash containers to be washed and disinfected.
- Classroom Restrooms:
 - 1) Mirrors cleaned and polished.
 - 2) Sinks cleaned and polished.
 - 3) Toilets cleaned and disinfected thoroughly.
 - 4) Floor scrubbed and dirt and wax build up removed.
 - 5) Dirt, marks removed from walls, doors and woodwork.
 - 6) Supplies replenished.

NOTE: Summer cleaning will be performed during the recognized school summer vacation and will be completed prior to the fall opening.

Hallways, Stairways, and Landings

- Floors to be stripped as needed, to remove build up and ground in soil (per manufacturer's recommendations).
- Refinish tile and terrazzo floors, applying necessary seal and anti-slip, black mark resistant, metal interlock floor finish (per manufacturer's recommendations).
- Entry windows and door glass to be cleaned and polished.
- Hand prints, marks and dirt to be removed from walls.
- Rails, ledges, light fixtures to be washed and cleaned.
- Clean and polish drinking fountains.
- Clean and shampoo entrance carpets.
- Scrub stairs and landings.
- Wash lockers inside and out.

Offices

- Strip floors, removing build up and ground in soil.

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- Refinish tile and terrazzo floors, applying necessary seal and anti-slip, black mark resistant, metal interlock floor finish (per manufacturer's recommendations).
- Clean and polish desks.
- Ledges, light fixtures, partitions, walls, doors to be cleaned.
- Clean door and partition glass.
- Clean and shampoo carpets.
- Clean and disinfect trash containers.

Library

- Clean and shampoo carpets.
- Clean and polish desks.
- Clean and polish exposed areas of bookshelves. Books will not be removed.
- Clean free of dust and dirt window sills, ledges, flat surfaces, light fixtures.
- Clean door and partition glass.
- Strip hard surface floors as needed to remove build up and ground in soil.
- Refinish tile and terrazzo floors, applying necessary seal and anti-slip, black mark resistant metal interlock floor finish (per manufacturer's recommendations).

Restrooms

- Clean and polish mirrors.
- Clean and polish sinks.
- Clean and disinfect toilets, toilet seats, and toilet tanks.
- Clean and disinfect urinals.
- Wash and disinfect walls, partitions, doors, and heating units.
- Clean light fixtures.
- Scrub floors - strip down to bare tile or terrazzo if a finish has been applied - reseal with a high quality terrazzo floor sealer (per manufacturer's recommendations).
- Replenish supplies.

Gymnasium

- Wash bleachers, seats, footboards, and face boards.
- Spot clean walls to hand height.
- Wet mop steps and floor (bleacher area).

Locker and Shower Rooms

- Wash lockers inside and out.
- Wash walls.
- Machine scrub floors with disinfectant.

Special Notes - Summer Cleaning

The owner will expect the contractor to clean rooms during summer school as per the cleaning specification stated herein. In addition, the contractor will undertake a major cleaning of the

owner's buildings. This will include the spot cleaning of interior walls; wash desks, tables, chairs, baseboards, etc.; wash exterior of wall heaters; shampoo carpeting; strip and refinish floors, including stairways, corridors, and vestibules; toilet and shower rooms will be washed and sanitized completely. School closes for summer vacation.

Light diffusers and light tubes will be cleaned.

Additional Tasks

In addition to the Schedule of Duties listed, will perform any tasks normally required by the District of its custodians beyond the scope of the contract. These tasks will be charged at the rate shown on the Agreement page.

Examples of additional duties

- Weekends unable to be covered by adjusting the normal cleaning schedule.
- Painting projects.
- Special projects.
- Clinics and Camps
- Rental of school facilities that are outside of normal school activities.

Cleaning of Athletic Fields and Tracks

- Clean and disinfect toilets, toilet seats, and toilet tanks.
- Clean and disinfect urinals.
- Clean press box.
- Dump trash barrels.
- Clean stadium.
- Clean concession stands.
- Sweep walks.
- Set up tables/chairs as needed for events.

Miscellaneous Responsibilities

It is understood that, in each school, the Custodians (particularly on the day shift) are there to support the school principal and staff. As such, unscheduled needs will arise from time to time, and need to be met by the Custodial Staff. There will be a day custodian available to support the normally recurring miscellaneous duties that include:

- Flag raising and lowering
- Security of facility – on call for buildings with security systems
- Daily check of functional integrity of the building hot water, heat, leaks, etc.
- (Except in schools that have an assigned school maintenance technician.)
- Furniture moving
- Light bulb changing
- Set-ups for meetings and graduations.
- Post class schedule activity cleanups
- Assisting in receiving of supplies

- Incidental graffiti removal – interior
- Reporting observed safety hazards
- Scheduling work around evening classes or school sponsored events, if applicable
- Snow removal and de-icing from the walkways
- Other duties as assigned by the Custodial Coordinator
- Adjust tables and desks as needed
- Clean up body fluids when necessary
- Install and repair pencil sharpeners
- Weekly safety check of playground equipment
- Set up and take down tables, chairs, etc. for any Athletic Event or event scheduled in any building.
- Open building for the day
- Weekend/Vacation check of heat and water in buildings

Minor Corrective Maintenance

The District will provide and maintain an issue of hand tools for each school (if none exists) to enable custodians, plant managers and/or school maintenance technicians to perform minor maintenance tasks. Contractor will also provide the employee training and quality assurance inspections to ensure proper performance of the tasks. Hand tools to be provided are:

- Claw Hammer
- Hand Saw
- Standard Pliers
- Wire Cutter Pliers
- Selection of Screw Drivers
- Plunger
- Plumber's Snake
- Adjustable Wrenches
- Shovel
- Step Ladder
- Oil Can
- Work Gloves
- Tool Box

Minor corrective maintenance will be conducted in the following areas:

Emergency Window Repairs

- Broken (replace with plywood until replacement is installed)
- Panes will not slide
- Will not open or close
- Locking hook broken
- Entrance door glass (replace with plywood until replacement is installed)

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Light Replacement

- Globe/cover missing
- Globe/cover broken
- Fixture broken
- Globe/cover loose
- Switch cover loose/missing
- Light burned out

Minor Wall Repair

- Baseboard off wall
- Minor touch up painting, 6-inch circle or less
- Mounting and hanging of pictures, tackboards, and supply dispensers

Door Repair

- Squeaks
- Name plate missing/broken
- Card holder missing/broken
- Door signs missing/broken

Exit Sign Repair

- Light out
- Sign broken
- Sign off wall
- Sign missing

Curtain Repair/Possible Removal

- Rod coming out of wall
- Rod bent
- Curtain off rod
- Draw stick or cord repair/replacement

Desk Repair

- Broken molding
- Drawer handle missing
- Drawer sticks/broken
- Tack board replacement

Urinal Repair

- Stopped up

Minor Plumbing Repairs

- Nozzle stopped up
- Drain stopped up
- Faucet leaks
- Handle broken/missing
- Faucet stays on when turned off

- Nozzle missing
- Broken soap holder
- Handle comes off
- Shower curtain torn, missing/excessively dirty
- Drain cover missing
- Toilet stopped up
- Toilet will not flush
- Toilet paper holder broken/missing
- Toilet seat broken
- Latch on stall door broken
- Faucet handle coming off
- Sink stopped up
- Drain stuck closed
- Stopper will not hold water
- Stopper missing
- Reattach/replace shelves
- Repair/replace paper towel dispenser

Work Excluded From Services

- Sanding of stage and gym floors.
- Providing lawn seed, sod, fertilizers, or any other chemicals for grounds care, mowing, etc.
- Provision of any pest control services.
- Sandblasting exterior building surfaces.
- Major plumbing, electrical, mechanical or repairs of any kind, which cannot be performed by the Maintenance Department personnel.
- Any major painting projects where time constraints and scope of work exceeds the capability of the staff.
- Cleaning of kitchen and serving area will be completed by the kitchen staff.
- The washing or dry cleaning of curtains.

APPENDIX B: PRICING PROPOSAL

This Appendix and successful Bidder's response will be incorporated into the final Contract (find Copy attached as Appendix D). The specification listed below is a mandatory requirement of the Bid. Bidders are required to include pricing for the equipment listed. Failure to provide pricing for mandatory items will be cause for rejection.

The scope for this project includes all custodial service for buildings listed under Appendix A: Technical Requirements. The square footage provided as a part of Appendix A is an estimate of the total and cleanable square footage for the purpose of evaluation of proposals. The successful Bidder shall be required to verify the exact cleanable square footage to the Owner in writing prior to executing the contract and issuance of invoices for commencement of the work.

Pricing Proposals for this Bid shall consist of the following:

A. Total cost of "cleaning services"

1st year _____

2nd year _____

3rd year _____

Optional

4th year _____

5th year _____

B. Additional costs for labor for special events/projects (outside the contract scope)

Regular time hourly cost _____

Overtime hourly cost _____

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THE UNDERSIGNED:

Acknowledges receipt of:

Bid package including specifications and floor plans for the work indicated above.

Addenda: No. ____, dated
No. ____, dated
No. ____, dated

Having examined the site(s) of the work, and having familiarized itself with local conditions affecting the cost of the work and all the requirements of the bidding documents including instructions to Bidders, floor plans, specifications, and duly issued addenda, hereby agrees to perform all work and furnish all labor, material and equipment specifically required by the Bidding documents.

Agrees:

- To furnish the described equipment and services at a cost not to exceed the prices provided above by the Bidder in Appendix B: Scope, Specifications, and Pricing Proposal.
- To hold Bid prices constant for a period of six months.
- To furnish all bonds and insurance required by the bidding documents, if awarded contract.
- To complete all work in accordance with the contract and within the time constraints herein specified.

Signature:

Respectfully submitted this _____ day of _____, 2014.

Firm Name: _____

Address: _____

Telephone number: _____

Bidder's signature: _____

Bidder's Title: _____

CORPORATE SEAL

Subscribed and sworn to me this _____ day of _____, 2022

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APPENDIX C: SERVICE CONTRACT

See attached contract outline

APPENDIX D: ACKNOWLEDGMENT OF RECEIPT

Custodial Services, RFP #

Please provide the requested information below as acknowledgment that you have received our Bid package noted above. It is strongly recommended that interested Bidders complete this acknowledgment and return via fax to: 712-623-6603. Submission of this form will enable us to provide you notification of any amendments to the Bid.

Name of Firm _____

Address: _____

Fax #: _____

Telephone #: _____

e-mail: _____

Name: _____

Title: _____

Signature: _____

Date: _____

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SERVICE CONTRACTOR AGREEMENT

THIS AGREEMENT is made and entered into this date, between Red Oak Community Schools(herein "Owner") and (herein "Service Contractor").

WITNESSETH:

WHEREAS, Service "contractor is skilled in the performance of all the Contract Duties identified in Appendix A of bid document, and has offered to perform all said Contract Duties of Owner with respect to the property owned, leased, or operated by Red Oak Community School District, commonly known as Red Oak Community Schools (herein "Property "); and

WHEREAS, Owner is desirous of securing the performance of all the Contract Duties by Service Contractor.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements of the parties, it is agreed as follows:

Section 1. Term of Agreement.

Unless sooner terminated as herein provided, the term of this Agreement shall begin on (herein "Contract Commencement Date") and shall end on (herein "Contract Expiration Date").

Section 2. Contract Duties.

From and after the Contract Commencement Date and until the Contract Expiration Date or earlier termination of this Agreement, Service Contractor shall timely and fully perform all the Contract Duties set forth in Appendix A of bid document which is attached hereto and incorporated by reference herein. Service Contractor further agrees to perform all of the Contract Duties in a good and workmanlike manner, and in accordance with industry standards established by those engaged in a business similar to that of Service Contractor in performance of the Contract Duties; and to pay for all supplies, fuel, uniforms, equipment, machinery, repairs, transportation, material, labor, insurance premiums of any kind or description, sales taxes, salaries, federal and state employment taxes, any similar payroll taxes relating to employees of Service Contractor, and all other expenses whatsoever incurred in the performance of the Contract Duties; and to obtain and pay for all applicable permits and governmental fees, licenses and inspections necessary and incidental to the performance of the Contract Duties and to otherwise comply with all governmental regulations pertaining to performance of the Contract Duties and to provide a competent and well trained on-site supervisor for performance of the Contract Duties at the specified times when said Contract Duties are being performed.

Section 3. Service Contractor's Compensation.

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Unless this Agreement is terminated prior to the Contract Expiration Date, Owner shall pay Service Contractor compensation, for Service Contractor's performance of the Contract Duties, in the amounts and at the rates established in Appendix B of bid document which is attached hereto and incorporated by reference herein. Service Contractor shall bill the Owner for such compensation not more frequently than once monthly. If the Contractor fails to perform the Contract Duties in a good and workmanlike manner, as determined by the Owner, the Owner may either self-perform or hire a third party to remedy the deficiency in Service Provider's performance of the Contract Duties. The Owner may then reduce any amount it owes to the Service Contractor under this Section 3 by the amount incurred by the owner in remedying Service Contractor's deficient performance.

Section 4. Additional Work.

It is understood that from time to time during the term of this Agreement, Owner may request Service Contractor to perform services or provide materials, which are not set forth in the Contract Duties but are related to the services encompassed within the Contract Duties (herein "Additional Work"). Service Contractor hereby agrees to perform such Additional Work so long as prior to the performance of such Additional Work, Owner shall authorize in writing the scope of such Additional Work and compensation payable to Service Contractor for the full performance of said Additional Work. In the event Service Contractor shall fail to secure such a writing relating to such Additional Work, any such work thereafter performed shall be deemed a part of the Contract Duties and Service Contractor shall not be entitled to any additional compensation therefore.

Section 5. Termination

Owner has the right to terminate this Agreement upon sixty (60) days written notice to Service Contractor. Contractor also has the right to terminate the contract upon ninety (90) days written notice.

Section 6. Relationship of Parties.

Service Contractor is retained by Owner only for the purpose and to the extent set forth herein and Service Contractor's relationship with Owner shall, during the entire term of this Agreement, be that of independent contractor so that neither Service Contractor, nor any employee, agent, servant, officer, director or shareholder of Service Contractor, shall be deemed an agent, servant or employee of Owner. Service Contractor agrees to indemnify and hold Owner and Owner and Owner and their respective affiliates, and their partners, officers, directors, employees and agents harmless of and from any and all liabilities, claims, demands, damages, and expenses (i) arising from any determination (whether judicially or administratively) that some relationship, other than that of independent contractor, exists between Owner and/or Owner and Service Contractor or (ii) in connection with hiring, termination, discipline, evaluation and resolution of complaints and grievances of Service Contractor's employees.

Section 7. Insurance

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At all times while performing the Contract Duties, Service Contractor shall maintain, at its sole cost and expense, the insurance set forth in 1.14, attached hereto and incorporated by reference herein, from insurance companies and in a form reasonably satisfactory to Owner with limits of liability not less than stated in 11.14. Owner shall have the right to inspect and review the policies in their entirety and shall be provided with copies upon request.

Section 8. Indemnification.

To the fullest extent permitted by applicable law, Service Contractor shall defend indemnify and hold harmless the Owner and their respective officers, directors, employees, agents, shareholders, partners, joint ventures, affiliates, successors and assigns from and against any and all liabilities, obligations, claims, demands, causes of action, losses, expenses, damages, fines, judgments, settlements and penalties, including, without limitation, costs, expenses and attorneys' fees incident thereto, arising out of based upon or occasioned by or in connection with:

- (a) Service Contractor's performance of (or failure to perform) the Contract Duties;
- (b) a violation of any laws or any discriminatory, negligent or intentional acts or omissions to act by Service Contractor or its affiliates, subcontractors, agents or employees during performance of the Contract Duties; and/or
- (c) a breach of this Agreement by Service Contractor or its affiliates, subcontractors, agents or employees; and/or
- (d) a claim that any person employed by the Service Contractor is an employee of the Owner.

The aforesaid obligation of indemnity shall be construed so as to extend to all legal, defense and investigation costs, as well as all other reasonable costs, expenses and liabilities incurred by the party indemnified, from and after the time at which the party indemnified receives notification (whether verbal or written) that a claim or demand is to be made or may be made.

Except as may be otherwise provided by applicable law or any governmental authority, Owner's right to indemnification under this section shall not be impaired or diminished by any act, omission, conduct, misconduct, negligence or default (other than negligence or willful misconduct) of Owner or any employee of Owner who contributed or may be alleged to have contributed thereto. The foregoing indemnification obligations of the Service Contractor shall survive the expiration or termination of the Agreement.

Section 9. Assignment and Delegation.

9.01 Service Contractor shall be absolutely prohibited from assigning this Agreement or Delegating or subcontracting any of the Contract Duties (or any right, obligation

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or Performance of Service Contractor hereunder), it being agreed that the services to be performed hereunder are personal in nature. Any attempted assignment or subletting of this Agreement or any delegation or subcontracting of any Contract duties or Additional Work without Owner's prior written consent, which may be withheld in Owner's sole and Absolute discretion, shall be void and of no force and effect.

Section 10. Notices

Any information or notices required to be given under this Agreement shall be in writing and shall be delivered either by (i) certified mail, return receipt requested, in which case notice shall be deemed delivered three (3) business days after deposit, postage prepaid, in the U.S. mail; (ii) a reputable messenger service or a nationally recognized overnight courier, in which case notice shall be deemed delivered one (1) business day after deposit with such messenger or courier; or (iii) personal delivery with receipt acknowledged in writing, in which case notice shall be deemed delivered when received. All notices shall be addressed as follows:

If to Owner: Red Oak Community Schools
 604 S Broadway Street
 Red Oak, Iowa 51566
 Attn: Adam Wenberg, Director of Grounds and Operations

If to Service Contractor:

The foregoing addresses may be changed from time to time by notice to the other party in the manner hereinbefore provided for.

Section 11. Severability.

If any provision hereof is deemed to be invalid or unenforceable under applicable law, this Agreement shall be considered divisible as to such provision and the same shall thereafter be inoperative, provided however, the remaining provisions of this Agreement shall be valid and binding.

Section 12. Applicable Law.

This Agreement shall be governed by and construed in accordance with the laws of the State of Iowa without giving effect to the conflict of law rules thereof.

Section 13. Compliance with IRCA.

Service Contractor agrees at all times to remain in strict compliance with all terms, provisions, regulations, and rulings relative to the Immigration Reform and Control Act of 1986 (IRCA). All employees of Service Contractor assigned to the Property will have had their identity and eligibility for work within the United States properly verified. Within three (3) days of receipt of a written request from Owner, Service contractor shall provide copies of the I-9 form

or such other documentation as may be appropriate to satisfy Owner as to Contractor's compliance with IRCA.

Service Contractor agrees to defend and indemnify Owner and its affiliates and subsidiaries, and the respective directors, partners, officers, agents, representatives, and employees of each of them from and against any claims, actions, suits or proceedings of any type whatsoever arising out of or in any way connected with Service Contractor's breach of the terms of the paragraph immediately above.

Section 14. Compliance with Safety Regulations.

Service Contractor shall plan for, and ensure, that all personnel performing and Contract Duties or Additional Work comply with the basic provisions of OSHA Safety and Health Standards (29 CFR 1910) and General Construction Standards (29CFR 1926) as such federal regulations are applicable to the specific tasks constituting the Contract Duties and Additional Work (if any). The responsibility for the implementation and enforcement of health and safety requirements lies with the Service contractor, and its safety support staff. Service Contractor shall provide Material Safety Data (MSD) Sheets in compliance with OSHA Hazard Communication Standards. Service Contractor shall take all necessary and desirable precautions for the safety of, and provide the necessary and protection to prevent damage, injury, or loss to:

- a. all personnel on the work site.
- b. all materials or equipment to be provided, incorporated in, or utilized in connection with, the Contract Duties, whether on or off the work site.
- c. other property located at the site of the Contract Duties or at the Property.
- d. the Property.

Section 15. Miscellaneous Provisions Applicable to Service Contractor

- 15.01 Service Contractor shall, at all times, enforce strict discipline and good order among its employees and shall not employ on the Contract Duties any unfit person or anyone not skilled in performance of the Contract Duties. Owner has the right to require the Service Contractor to remove from its work force assigned to the Property any employees or subcontractor's employees whose presence at the Property Owner deems, in its sole discretion, to be detrimental to the best interests of the Property.
- 15.02 In conducting the Contract Duties, the Service Contractor and all of its subcontractors shall agree to employ only labor which shall not result in jurisdictional disputes or strikes or cause disharmony with other contractors, agents, and employees at the Property.
- 15.03 Service Contractor warrants to Owner and Owner that all Contract Duties shall be performed in a safe, good and workmanlike manner, and that the Contract Duties, including all materials and equipment furnished hereunder, shall conform to all

requirements and specifications identified in this Agreement and shall be free from defects of any kind in materials and workmanship. All Contract Duties not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective.

- 15.04 Service Contractor, in performing the Contract Duties, shall comply with all applicable laws. Service Contractor shall not take, and is not authorized to take, any action in the name of or on behalf of Owner, or which would violate any applicable law. If Service Contractor performs any Contract Duties contrary to applicable law, any additional costs resulting therefrom, including the costs of correcting said Contract Duties to comply with such law and the cost of fully indemnifying Owner and Owner from any liability or expenses with respect to such violations by Service Contractor may be offset by Owner against amounts owing to the Service Contractor in connection with the Agreement or otherwise.
- 15.05 Service Contractor shall obtain at its own cost all licenses (including professional licenses), permits, certificates and authorizations necessary for Service Contractor to do business in all jurisdictions where any part of the Contract Duties are to be performed. Service Contractor shall also obtain all licenses, permits, certificates and authorizations necessary in connection with Service Contractor's performance of the Contract Duties, and give all notices required under applicable law, or by any governmental entity having jurisdiction over the Contract Duties, Service Contractor, its employees, Owners, subcontractors Contractors, or the activities of any of them.
- 15.06 Service Contractor acknowledges that Owner (or other persons with the permission of Owner) may concurrently perform services of the same type as the Contract Duties (unrelated to this Agreement) at this site and the Property, and Service Contractor specifically consents to such concurrent performance of Contract Duties by Owner (and others) without interference by those who are performing the Contract Duties under this Agreement.
- 15.07 Service Contractor shall promptly remedy all damage or loss to any property at the site or at the Property if such damage or loss is caused directly or indirectly, in whole or in part, by Service Contractor, any subcontractor or anyone directly or indirectly performing the Contract Duties.
- 15.08 Service Contractor shall not permit any discrimination against or segregation of any person or group of persons in connection with the performance of this Agreement on account of sex, disability, marital status, age, race, religion, color, creed, national origin or ancestry nor shall Service Contractor or any person claiming under or through Service Contractor, establish or permit any such practice or practices of discrimination or segregation in connection with the performance of the Contract Duties and Service Contractor's other obligations under this Agreement.
- 15.09 All drawings, specifications, studies, analyses, opinions, recommendations, reports or other information and material of any nature, and copies thereof, (i) provided to

Service Contractor by Owner, (ii) prepared pursuant to this Agreement; or (ii) to which Service Contractor otherwise gains access during the performance of Contract Duties are the property of Owner and are to be treated as confidential. They are not to be disclosed to others without Owner's prior written approval and are to be delivered to Owner on request and in all events upon completion of the Contract Duties, or termination of this Agreement pursuant to the terms hereof. Service Contractor shall advise its affiliates, subcontractors, agents and employees having access to said information of this obligation of confidentiality and bind such parties to this same obligation. No articles, papers or treatises related to or in any way associated with the Contract Duties performed pursuant to this Agreement shall be submitted for publication without Owner's prior written consent.

Section 16. Miscellaneous

- 16.01 Time is of the essence. Service Contractor acknowledges that time is of the essence in regards to its performance under this Agreement.
- 16.02 No Liens. Service Contractor shall either suffer nor permit the attachment of any liens upon the Property as a direct result of Service Contractor's performance of the Contract Duties and/or Additional Work.
- 16.03 Cure of Service Contractor's Default. If Service Contractor shall default in the performance of the Contract Duties or any other duty imposed upon Service Contractor hereunder, Owner may (but shall not be required to), without notice to Service Contractor and with or without terminating this Agreement, cure and rectify such defaults and either deduct the reasonable cost of cure and rectification from compensation due to Service Contractor hereunder or Owner may directly bill Service Contractor for such reasonable cost.
- 16.04 Force Majeure.
- a. Any delay or failure by either party hereto in the performance of its obligations hereunder shall not constitute a default hereunder or give rise to any claim for damages if, and only to the extent and for such period of time that, (i) such delay or failure is caused by an event or occurrence beyond the control and without the fault or negligence of such party or any subcontractor, material man, or other party acting under or through such party, and (ii) said party is unable to prevent such delay or failure through the exercise of reasonable diligence. Events that shall be deemed to be beyond the control of the parties hereto shall include, but not be limited to: acts of God or public enemy; expropriation or confiscation of facilities by governmental or military authorities; changes in applicable laws; war, rebellion, sabotage or riots; floods, unusually severe weather that could not reasonably have been anticipated; fires, explosions, or other catastrophes; or other similar occurrences.

- b. Notwithstanding any other provision of this section 18.05, even though the performance of Service Contractor or a subcontractor or delivery of equipment or materials by a material man is delayed by an unforeseen event or occurrence beyond the control of Service Contractor, such subcontractor or such supplier of equipment or materials as provided in subsection 18.05(a), Service Contractor hereby agrees to use its best efforts to secure alternate sources of services, equipment or materials, if available. To the extent that Service Contractor fails to secure available alternate sources of services, equipment or materials, Owner is entitled to secure such alternate sources and offset any amounts expended on such alternate sources from amounts due or owing to Service Contractor under this Agreement to the extent that such amounts exceed the price allocations for the goods and services agreed upon in this Agreement. Service Contractor shall not be paid any additional compensation by Owner due to an unforeseen or uncontrollable event or occurrence of the type described in this section 18.05.
- c. In order to be entitled to an excuse for any delay or failure to perform under this Agreement pursuant to this section 18.05, the party claiming such excuse shall promptly give written notice to the other party hereto of any event or occurrence which it believes falls within the contemplation of this section 18.05.

16.05 Estoppel Certificate. Upon request of Owner, Service Contractor agrees to provide to Owner, within five (5) days after receipt of written request therefore, a written statement certifying that this Agreement is in full force and effect, that Owner and Service Contractor are current in their Respective obligations hereunder and that Owner is not in default under any provision of this Agreement.

16.06 Survival. The provisions of sections 6,8,11 and 15 of this Agreement shall survive the expiration or early termination of this Agreement.

16.07 The individual executing this Agreement on behalf of Service Contractor personally certifies and warrants that by his or her execution hereof, this Agreement shall be legally binding on and enforceable against Service Contractor.

Section 17. Entire Agreement

17.01 This Agreement and the Exhibits, attached hereto and made a part thereof, constitute the entire agreement between the parties with respect to the Contract Duties and supersedes all prior negotiations, representations or agreements relating thereto either written or oral, except to the extent that they are expressly incorporated herein.

17.02 Unless otherwise expressly provided herein, no changes, alterations, or modifications to this Agreement shall be effective unless in writing and signed by the respective parties hereto or their duly authorized agents.

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IN WITNESS WHEREOF, the parties have hereunto set their hands the day and year first above written, the corporate parties by their officers duly authorized.

OWNER:

RED OAK COMMUNITY SCHOOLS

By: Superintendent

By: _____

Title: _____

SERVICE CONTRACTOR:

By:

By: _____

Title: _____

INSURANCE

INSURANCE REQUIREMENTS

- I. The Service Contractor shall provide the following minimum insurance coverage:
 - A. Commercial General Liability
Combined Single Limit - \$1,000,000 per occurrence and \$2,000,000 annual aggregate per location.
Such insurance shall be broad form and include, but not be limited to, contractual liability, independent contractor's liability, products and completed operations liability, and personal injury liability. A combination of primary and excess policies may be utilized. Policies shall be primary and noncontributory.
 - B. Worker's Compensation – Statutory Limits
 - C. Employer's Liability
With minimum liability limits of \$1,000,000 bodily injury by accident each accident, \$1,000,000 bodily injury by disease policy limit; \$1,000,000 bodily injury each employee.
 - D. Commercial Automobile Liability
 - Combined Single Limit - \$1,000,000 per accident.
 - Such insurance shall cover injury (or death) and property damage arising out of the ownership
 - Maintenance or use of any private passenger or commercial vehicles and of any other equipment required to be licensed for road use.
 - E. Property Insurance
All-risk, replacement cost property insurance to protect against loss of owned or rented equipment and tools brought onto and/or used on any Property by the Service Contractor.
- II. Policies described in Sections I.A. and I.D. above shall include the following as additional insured, including their officers, directors and employees. A GL-2010 Endorsement shall be utilized for the policy(ies) described in Section I.A. above. Please note that the spelling of these parties must be exactly correct or the Contract Duties will not be allowed to commence.

RED OAK COMMUNITY SCHOOLS

- III. Service Contractor waives any and all rights of subrogation against the parties identified above in Paragraph II above as additional insured's.

- IV. Service Contractor shall furnish to the Owner Certificate(s) of Insurance evidencing the above coverage. Original Certificate(s) of Insurance must be provided before Service Contractor commences Contract Duties or Contract Duties will not be allowed to commence.
- V. Certificate(s) of Insurance relating to policies required under this Agreement shall contain the following words verbatim:

“Should any of the above described policies be canceled before the expiration date thereof, the issuing insurer will endeavor to mail 30 days written notice to the certificate holder named to the left, but failure to do so shall impose no obligation or liability of any kind upon the insurer, its agents or representatives.” An additional copy to be sent by certified mail, return receipt to:

Red Oak Community Schools
Attn: Superintendent
604 S Broadway Street
Red Oak, IA 51566

In addition, the language set forth in this Paragraph VI shall also be added to each policy in the form of an endorsement.

RULES & REGULATIONS

The following rules and regulations apply to contractors servicing the Red Oak Community Schools campus.

General

1. Building Management will provide Contractor with a list of contacts to use in the event of an emergency. Contractor shall provide the same to Building Management, along with a list of subcontractors, if any.
2. Keys/access cards required to access certain areas of the Building (electrical closets, fan rooms, etc.) are available from Building Management, and must be returned at the end of each work day.

Operations

1. Contractor is responsible for receiving and transporting any material deliveries related to their work. The Building Management staff will not be responsible for coordinating or accepting a contractor's material delivery.
2. Contractor shall use rubber-wheeled carts when moving material through the building.

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3. Protection of all public corridors and elevator surfaces is the responsibility of the Contractor. Floor protection, or equivalent, must be provided and used as necessary. Failure to protect surfaces will result in cleaning and/or replacement of damaged material at Contractor's expense.
4. Any unsafe condition noted by Building Management or Chief Engineer must be corrected immediately.
5. Contractor is responsible for storing and securing its tools, materials and supplies. Storage space may be made available by Building Management.
6. Any Contractor employee caught stealing, drinking alcoholic beverages, or using any illegal substance, will be immediately banned from the property. Smoking is not permitted anywhere on campus
7. Contractor employees are expected to behave in a professional and courteous manner at all times.
8. Contractor employees may eat lunch or take breaks within the employee designated break room or area. Use of tenant space for break or lunch purposes is not permitted.
9. Noisy and disruptive cleaning services must be performed after normal business hours and coordinated through Building Management.
10. Lights in work areas should be turned off at the end of the workday.
11. Individual employees shall only be provided keys to the spaces that they service. Key disbursement and collection shall be the responsibility of the on-site supervisor on a nightly basis. Lost or misplaced keys must be reported to Building Management immediately. Contractor will be responsible for any costs associated with re-keying of space affected by keys lost or misplaced by the Contractor employee.