

## Red Oak Community School District

604 S Broadway Red Oak, Iowa 51566 712.623.6600

www.redoakschooldistrict.com

### **Regular Board of Directors Meeting**

Red Oak Inman Elementary School Campus for: Board Members, Superintendent, Business Manager VIA Internet and Phone for others-visit school website for information

Monday, September 14, 2020 – 7:00 pm

### - Agenda -

- 1.0 Call to Order Board of Directors President Bryce Johnson
- 2.0 Roll Call Board of Directors Secretary Deb Drey
- 3.0 Approval of the Agenda President Bryce Johnson
- 4.0 Public Presenters/Guest and Visitors Addressing the Board
- 5.0 Communications
  - 5.1 Good News from Red Oak Schools
  - 5.2 Visitors and Presentations
    - 5.2.1-Presentation from Angie Britten-marketing manager, Tianna Fisher-Certified Energy Specialist from Untied Farmers' Cooperative and Athletic Booster President Jen Bruce on the Tiger Pump Program P9 1-3
    - 5.2.2 Presentation from Janelle Erickson on remote instruction update
  - 5.3 Affirmations and Commendations
  - 5.4 Correspondence
  - 5.5 Public Comments
- 6.0 Consent Agenda
  - 6.1 Review and Approval of Minutes from August 24, 2020 6.2 Review and Approval of Monthly Business Reports Polyment Bernallment Bernallme

  - 6.3 Open Enrollment Requests Consideration
    - 6.3.1 Open Enrollment for Kindergartner Jeremiah Wetterlind from Red Oak Community School District to Griswold Community School District for the 2020-2021 school year
    - 6.3.2 Open Enrollment for 11th grader Lane Bregar from Red Oak Community School District to Griswold Community School District for the 2020-2021 school year due to a move on March 1st, 2020
    - 6.3.3 Open Enrollment for 10<sup>th</sup> grader Hunter Bregar from Red Oak Community School District to Griswold Community School District for the 2020-2021 school year due to a move on March 1st, 2020

- 6.3.4 Open Enrollment for Kindergartner Avery Rush from Red Oak Community School District to Griswold Community School District for the 2020-2021 school year
- 6.4 Personnel Considerations
  - 6.4.1 Hiring of Laura LaPrell as Sr. High Yearbook Sponsor for the 2020-2021 school year  $\beta \gamma / \delta$

  - 6.4.3 Resignation of Monica Martinez as High School Spanish teacher effective for the 2020-2021 school year 18
  - 6.4.4 Resignation of Judy Waggener as Transportation Para Professional effective for the 2020-2021 school year 🔘 🤊 | 💪
- 7.0 General Business for the Board of Directors
  - 7.1 Old Business

7.1.1-None

- 7.2 New Business
  - 7.2.1 Discussion/Approval authorizing the Montgomery County Child
    Development Association, Inc. to construct a parking lot on the district
    property south of the Red Oak Child Development Center
  - 7.2.2 Discussion/Approval of District Title IX Handbook
  - 7.2.3 Discussion/Approval of 1st reading of Board Policy 501.9: Student Absences-Excused 55-56
  - 7.2.4 Discussion/Approval of 1<sup>st</sup> reading of Board Policy 604.10: Appropriate Use of Online Learning Platform [25]
  - 7.2.5 Discussion/Approval of 1st reading of Board Policy 906: District Operation During Public Emergencies 29 58-59
  - 7.2.6 Discussion/Approval of Red Oak High School Immersed Learning Program Policy and Procedure Manual PS 60 68
  - 7.2.7 Discussion/identification of priority issues relative to IASB's 2020 Legislative Resolutions
  - 7.2.7 Closed Session Superintendent Evaluation Pursuant to Iowa Code Section 21.5(1)(i)
- 8.0 Reports
  - 8.1 Administrative
  - 8.2 Future Conferences, Workshops, Seminars
  - 8.3 Other Announcements
  - 8.4 Board Member Requested Item(s) for next meeting agenda

9.0 Next Board of Directors Meeting:

Monday, September 28, 2020 – 7:00 pm

Red Oak Inman Elementary

Red Oak CSD Inman Elementary Campus

10.0 Adjournment

Wake Up With UFC

Wednesday, September 2, 2020

Guests: Angie Britten, Marketing Manager; Tianna Fisher, Certified Energy

Specialist: Jen Bruce

United Farmers Cooperative Announces Tiger Pump Program

### **Broad overview:**

### Angie:

1. United Farmers Cooperative and the Red Oak Booster Club is proud to announce the launch of the Tiger Pump program to support the Red Oak Community Schools Athletic Booster Club. From September 9 until the end of the school year, 3 cents from every gallon sold at pumps 1 and 2 at the Red Oak UFC C-Store will be donated to the Red Oak Athletic Booster Club to and will be designated to help fund some specific equipment needs for our athletes and students that Jen will talk more about. We are excited to partner with the Boosters and to provide an easy opportunity for customers to support the Red Oak School and the community.

### How will the program work?

### Tianna:

- 1. Donation amount and what type of purchases? (Cash, Check, UFC account, Credit Card).
- 2. Which pumps? Where are the pumps located? Will be clearly marked with Tiger Pump signage
- 3. Types of fuel available at these pumps
- 4. Fuel prices remain the same. No increase for the donation.
- 5. As of 9/9, all current rewards and discounts will be turned off at pump 1 and 2 only. If you are a UFC account holder and you want to retain your current discount, you can still do so when you fuel up at pumps 3-8. However, if you would like to donate your usual fuel reward to the Red Oak Booster Club, all you have to do is fuel up at either pump 1 or 2.

6.

How did this partnership begin and what will my fuel purchase help fund?

### Jen:

- 1. About the Booster Club
- 2. Why UFC for this program?
- 3. What will the Tiger Pump donations support?

### **Kick-off Event:**

### Angie:

1. Wednesday, September 9, from 11:00 – 1:00 we will have Red Oak High School athletes at the UFC C-Store providing full service at the Tiger Pump! Let them fill your tank, wash your windows and show you their appreciation for your support! While you are there, we encourage you to come in to the C-Store and grab something from our delicious freshly-cooked lunch options, grab a soda, or pick up something sweet like our Alligator Ice or soft serve ice cream! If you have not been in to the convenience store, before, I think you will love we have to offer.

### **Tiger Pump Recap**

### Tianna:

- 1. Beginning September 9 through the rest of the school year, 3 cents from every gallon of gas purchased at the Tiger Pump (1&2) will be donated to the Red Oak Athletic Boosters to help fund additional weight room equipment.
- 2. You do not need to be a member or UFC account holder to do business with us! However, there are several reasons to open a UFC charge account.
  - a. What is the UFC account program?
    - i. No cost to open the account
    - ii. You don't have to be a member to open an account
    - iii. Having a UFC account gives you the convenience or purchasing any of your fuel, propane, agronomy, lawn and garden, lumber and hardware, animal feed, pet care or even tires and vehicle service needs for you or your business on one account! You have the option to request multiple fuel cards for your account, so that each driver can fuel up at any UFC fuel stations across our territory and earn rewards!
    - iv. Complete the application on our website at www.unitedfarmers.com or at any UFC office location. Once you are approved for an account, you will receive your fuel cards and can begin charging to your account.

v. You can visit our website or contact our office for more information about becoming a UFC account holder.

## How else can I support the Red Oak Athletic Booster Club and our students?

### Jen:

- 1. New website: redoakathleticboosterclub.square.site
- 2. Tiger Pride Drive
  - a. What is it
  - b. How can I donate
- 3. What are some items that were funded by the Booster Club last year?
- 4. How can I purchase Red Oak Tiger items?
  - a. Face Masks, Bag Chairs, etc.
  - b. More coming soon!

### Final:

### Angie:

- 1. UFC is honored to partner with the Red Oak Booster Club. The success of our communities is important to us and to our customers and this is a great example of how buying local supports local needs.
- 2. Like Tianna said, you do not need to be a member or account holder to shop at our convenience store, country store or to make any purchases at UFC. However, if you are interested in the benefits of a membership or a no-cost UFC credit account, give us a call at 623-5453, visit our website at <a href="www.united-farmers.com">www.united-farmers.com</a> or stop in to our office for more information.
- 3. The Tiger pump kickoff will be on September 9<sup>th</sup> and from 11-1, we encourage you to fill up at the pump, let our local athletes pump your fuel and clean your windshields and thank you for your support.
- 4. If you have any questions about the Tiger Pump, you can contact Tianna or myself at 623-5453.

# Red Oak Community School District Meeting of the Board of Directors Meeting Location: Red Oak Inman Elementary/ Phone/Internet Red Oak Inman Elementary Campus August 24, 2020

The regular meeting of the Board of Directors of the Red Oak Community School District was called to order by President Bryce Johnson at 7:00 p.m. at the Red Oak Inman Elementary School Cafeteria.

### **Present**

Directors: Bret Blackman, Roger Carlson via Internet due to illness, Jackie DeVries, Bryce Johnson, Kathy Walker

Superintendent Ron Lorenz, Business Manager Deb Drey

### Approval of Agenda

Motion by Director Walker, second by Director Blackman 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

Today was the first day of school and there were 848 face to face students and 196 remote students.

Justin McCunn was named to the KMA All Everything Team and the KMA Athlete of the Year. The football team had a scrimmage last week and will play their first game this Friday. The volleyball team will participate in a tournament at Bondurant Farrar on Saturday.

### **Presentations**

Bob Deter, Technology Director, updated the Board on technology. New devices for K-12 students are in and in the process of being handed out. New devices for staff are in but are still being set up. There were some issues for both the remote and face to face students. These were being dealt with.

### **Consent Agenda**

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

### Return to Learn Plan

Superintendent Lorenz updated the Board on the first day of school under the return to learn plan. Inman Elementary had 433 students face to face and 113 students working remotely. The Junior/Senior High School had 415 face to face students and 83 remote students. Drop off/pick up at Inman Elementary was slow. A better job needs to be done of getting the students in/out quickly.

There were no bus complaints on the first day. Approximately a half dozen students were transported from each of the Child Development Center and Sunshine and Rainbows to school in the morning. Fifteen students were transported to Sunshine and Rainbows and twelve to the Child Development Center after school.



### Continuation of August 24, 2020 Meeting Minutes-Page 2

Face masks were worn by 50-60% of the students. Most students showed up with masks but the Junior/Senior High students took them off in the building and the elementary students took them off by the end of the day. There is consideration to make masks mandatory.

Activities Guidelines will be distributed tomorrow.

The District is working with Public Health on positive cases as to when to close buildings.

### **Buildings & Grounds Update**

Work continues on the transportation office and restrooms.

The water softener at Inman Elementary needs to be repaired. This affects the dishwasher in the kitchen. The hot water heater leak at Inman Elementary has been fixed. A blower needs to be replaced at a cost of \$4300.

The air conditioner at the Junior/Senior High School was not working in the northwest area and it is being worked on.

Miner Tree Service has removed the dead trees around the District.

There has not been much work at Bancroft and Webster recently.

MidAmerican Energy did an energy audit on the District's services and determined that the District qualified for a more economical rate and issued a credit.

The Red Oak City Council transferred ownership of a lot on West Washington to the school district. The Child Development Center will develop the lot into a parking lot.

### Board Policy 104 2<sup>nd</sup> Reading

Motion by Director Blackman, second by Director Carlson to approve the second reading and waive the third reading of Board Policy 104-Discrimination and Harassment Based on Sex Prohibited. Motion carried unanimously.

### Board Policy 711.10 2nd Reading

Motion by Director Blackman, second by Director DeVries to approve the second reading and waive the third reading of Board Policy 711.10-School Bus Seat Belts. Motion carried unanimously.

### **Catastrophic Student Accident Insurance**

Motion by Director Walker, second by Director DeVries to renew the Catastrophic Student Accident Insurance Policy for the 2020-2021 school year. Motion carried unanimously.

### 2020-2021 Junior/Senior High School Handbook

Motion by Director DeVries, second by Director Blackman to approve the 2020-2021 Junior/Senior High School Student Handbook as presented. Motion carried unanimously.

### **Security Systems**

Motion by Director Blackman, second by Director DeVries to approve authorizing the superintendent to pursue grants and spend up to \$5,000 to integrate and synchronize building security systems. Motion carried unanimously.

Continuation	of	August	24,	2020	Meeting	Minutes-I	Page 3
Adjournment							

Motion by Director Walker, second by Director DeVries to adjourn the meeting at 7:40 p.m. Motion carried unanimously.

Next Board of Directors Meeting	Monday, September 14, 2020 – 7:00 p.m. Red Oak Inman Elementary/Phone/Internet Red Oak CSD Inman Elementary Campus
Bryce Johnson, President	Deb Drey, Board Secretary



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09/11/2020 09:43 AM			
Vendor Name	Invoice Number	Amount	
Account Number	Detail Description		Amount
Checking Account ID 1	Fund Number 10	OPERATING	FUND
AHLERS & COONEY	788424	1,349.00	
10 9010 2310 000 0000 342	August 2020 Legal Services		1,349.00
Vendor Name AHLERS & COONEY			1,349.00
DILLINGS & MONGEN	20454	245 00	
BILLINGS & MENSEN 10 9010 2310 000 0000 342	20454 Legal Services - 8/2020	345.00	345,00
10 9010 2310 000 0000 342	Abstract		343,00
Vendor Name BILLINGS & MENSEN			345.00
BONDURANT-FARRAR HIGH SCHOOL	82420FFHS	120.00	
10 0109 1000 110 0000 810	BF VB Tourney Entry Fee		120.00
Vendor Name BONDURANT-FARRAR H	IGH SCHOOL		120.00
CAMBLIN MECHANICAL INC	20-7257	18.60	
10 0109 2600 000 0000 618	Fan Motor Rain Guard		18.60
CAMBLIN MECHANICAL INC	20-7350	303.00	202.00
10 0418 2600 000 0000 432	IES - Hot Water System Repair		303.00
Vendor Name CAMBLIN MECHANICAL	INC		321.60
CAPITAL SANITARY SUPPLY CO.	0044730AB	3,900.44	
10 9010 2600 000 0000 618	Large Natural Trash Bags		194.63
10 9010 2600 000 0000 618	Urinal Screens		115.50
10 9010 2600 000 0000 618	Spa Foam Soap		1,078.13
10 9010 2600 000 0000 618 10 9010 2600 000 0000 618	Toilet Paper Two-Ply Toilet Paper One-Ply		320.00 448.80
10 9010 2600 000 0000 618	Paper Towel Rolls		506.60
10 9010 2600 000 0000 618	Large Trash Bags		767.86
10 9010 2600 000 0000 618	Medium Trash Bags		468.92
Vendor Name CAPITAL SANITARY S	-	<del> </del>	3,900.44
CENTURY LINK	082520CL	517.37	
10 9010 2490 000 0000 530	Districtwide Long Distance		517.37
CENTURY LINK	090120CLTWT	176.00	
10 9010 2490 000 0000 530	Two Way Transmitter - 9/202	20	176.00
Vendor Name CENTURY LINK			693.37
CHAT MOBILITY	091020CM	534.22	
10 9010 2490 000 0000 530	Bus Barn Phone	001.22	44.02
10 9010 2490 000 0000 530	Nurse Cell Phone		44.02
10 9010 2490 000 0000 532	Maintenance Phone (3)		132.06
10 9010 2490 000 0000 532	Technology Phones (2)		88.99
10 0418 2410 000 0000 532	IES SAM Phone		44.02
10 0418 2410 000 0000 532	IES Principal Phone (90%)		44.15
10 0445 2410 000 0000 532	ROECC Principal Phone (10%)	•	4.90
10 0109 2410 000 0000 532	Jr/Sr HS Asst Principal Phone		44.02
10 0109 2410 000 0000 532	Jr/Sr HS Principal Phone		44.02
10 9010 2510 000 0000 532	SBO Phone		44.02
Vendor Name CHAT MOBILITY			534.22
CHEMSEARCH	7085949	421.59	
	Boiler Treatment - 9/2020	144.00	421.59
20 20 2000 000 000 101	\		

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20/44/0020 00:42 AM	RED OAK BOARD I	REPORT	
09/11/2020 09:43 AM Vendor Name	Invoice	Amount	
Verrael Name	Number	11110 0110	
Account Number	Detail Description		Amount
Vendor Name CHEMSEARCH		1	421.59
CHICAGO BRAND	39668	109.55	
10 0109 1300 370 0000 612	1/2" Punch Set		49.00
10 0109 1300 370 0000 612	1" Punch Set		49.00
10 0109 1300 370 0000 612	Shipping		11.55
Vendor Name CHICAGO BRAND			109.55
CITY OF RED OAK	82020CORO	1,157.45	
10 9010 2600 000 0000 411	Webster Water/Utilities 8/2020		24.65
10 9010 2600 000 0000 411	FBF Sprinklers 1-2 8/2020		287.58
10 9010 2600 000 0000 411	Cage Water/Utilities 8/2020		25.53
10 9010 2600 000 0000 411	Admin Water/Utilities 8/202	0	19.80
10 0109 2600 000 0000 411	Jr/Sr Water/Utilities 8/202	0	211.66
10 0109 2600 000 0000 411	Jr/Sr HS Tech Water/Utilities 8/2020		80.11
10 0109 2600 000 0000 411	Jr/Sr HS Activity Ctr Water 8/2020		27.58
10 0418 2600 000 0000 411	IES Water/Utilities 8/2020		315.02
10 0445 2600 000 0000 411	ROECC Water/Utilities 8/202	0	165.52
Vendor Name CITY OF RED OAK			1,157.45
COUNSEL OFFICE & DOCUMENTS	34AR495760	1,475.49	
10 0109 1000 100 0000 359	Jr/Sr Guidance Clicks - 8/2020		17.32
10 0109 1000 100 0000 359	Jr/Sr Teacher Room Clicks -8/2020		291.57
10 0109 1000 100 0000 359	Jr/Sr Media Center Clicks - 8/2020		83.87
10 0109 1000 100 0000 359	Jr/Sr HS Office Clicks - 8/2020		81.46
10 0445 1000 100 0000 359	ROECC Media Clicks - 8/2020		152.04
10 0418 1000 100 0000 359	IES Media Clicks - 8/2020		51.75
10 0418 1000 100 0000 359	IES Teacher Room Clicks - 8/2020		22.33
10 0418 1000 100 0000 359	IES Primary Office Clicks - 8/2020		221.09
10 0418 1000 100 0000 359	IES Media Clicks - 8/2020		459.83
10 9010 2520 000 0000 618	Admin Office Clicks - 8/202	0	81.24
10 9010 2520 000 0000 618	Steady Serve - 8/2020		12.99
Vendor Name COUNSEL OFFICE &	DOCUMENTS		1,475.49
DES MOINES STAMP MFG. CO.	1168000	38.40	
10 9010 2321 000 0000 611	Signature Stamp for Superintendent		38.40
Vendor Name DES MOINES STAMP	MFG. CO.		38.40
DHS CASHIER 1ST FLOOR	10128076	310.90	
10 9010 4634 219 4634	Medicaid Providers Share 8/2020		310.90
Vendor Name DHS CASHIER 1ST	FLOOR		310.90
ECHO ELECTRIC SUPPLY	S8622422.001	402.05	
10 9010 2600 000 0000 618	Black Wire 500'		59.00
10 9010 2600 000 0000 618	White Wire 500'		59.00
10 0010 2000 000 0000 610	CroonWine FOO!		50 00

10 9010 2600 000 0000 618 GreenWire 500'



59.00

Red	Oak	Comr	nunity	School	District
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09/11/2020 09:43 AM Vendor Name	Invoice	Amount	
	Number  Detail Description	riniodite	Amount
Account Number	-		120.05
10 9010 2600 000 0000 618 10 9010 2600 000 0000 618	3 Bulb Ballasts 2 Bulb Ballasts		105.00
Vendor Name ECHO ELECTRIC SUP			402.05
vendor name Echo Ebecilito Sor			102.00
ELWOOD, LEAH	090120LE	22.50	
10 9010 1942 000 0000	Tuition Refund		22.50
Vendor Name ELWOOD, LEAH			22.50
FAREWAY FOOD STORES	31937	33.07	
10 0109 1300 310 0000 612	Food for Ag Class Activity		33.07
Vendor Name FAREWAY FOOD STO	PRES		33.07
FASTENAL COMPANY	79924	395.03	
10 0109 1300 370 0000 612	Ingersol Rand Air Filter	393.03	40.04
10 0109 1300 370 0000 612	8" Step Ladder		133.50
10 0109 1300 370 0000 612	Bandsaw Blade		221.49
Vendor Name FASTENAL COMPANY			395.03
EDG GEDUTGE GODDODAWION	881711 3	1,867.25	
FBG SERVICE CORPORATION 10 9010 2600 000 0000 340	August 2020 Janitorial Svcs	1,007.23	31,867.25
Vendor Name FBG SERVICE CORPC	-		31,867.25
VOLUME THE SELECTION OF			,
FEIN BROTHERS	016407	1,596.26	
10 9010 2321 000 4052 618	COVID Related Lunch Supplies	3	1,596.26
Vendor Name FEIN BROTHERS			1,596.26
GREAT AMERICA FINANCIAL SERVICE	ES 27728270	1,421.80	
10 9010 2520 000 0000 618	Admin Office Lease - 9/2020		250.78
10 0418 1000 100 0000 359	IES Copier Lease - 9/2020		381.07
10 0445 1000 100 0000 359	ROECC Copier Lease - 9/2020		248.40
10 0109 1000 100 0000 359	Jr/Sr HS Copier Lease - 9/2020		541.55
Vendor Name GREAT AMERICA FIN	· •		1,421.80
SERVICES			
INTECONNEX	10578	819.62	,
10 9010 2235 000 0000 618	HID iClass SE Cards - Forma H10301	t	819.62
Vendor Name INTECONNEX	,		819.62
JBI DISTRIBUTORS LLC	0853	5,801.00	
10 9010 2600 000 4052 618	Covid Related Sanitization	0,001.00	5,801.00
Vendor Name JBI DISTRIBUTORS	Supplies LLC		5,801.00
	W6081	200.00	. 000 00
10 9010 2510 000 0000 340			200.00
Vendor Name KABEL BUSINESS SE	KVIUES-FLEX		200.00
KAPLAN EARLY LEARNING CO	5574391	781.77	
10 0445 1000 100 0000 642	C4L Classroom Consumables		781.77
Vendor Name KAPLAN EARLY LEAF	RNING CO		781.77

Red	Oak	Comr	nunity	School District

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Red Oak Community School District	RED OAK BOARD	KEPOKI	
09/11/2020 09:43 AM		<b>3</b>	ī
Vendor Name	Invoice Number	Amount	
Account Number	Detail Description		Amount
10 0109 1300 310 0000 612	Agriscience Lab Refills for Classroom	r	248.75
10 0109 1300 310 0000 612	Shipping		29.85
Vendor Name LAB-AIDS			278.60
MATHESON TRI-GAS	22263697/96	182.27	
10 0109 1300 370 0000 612	Replacement Helmet Head gea	ar	62.28
10 0109 1300 370 0000 612	Lens Covers		29.80
10 0109 1300 370 0000 612	3/32 Filler Rod, 10 lbs.		90.19
MATHESON TRI-GAS	22263699	98.87	
10 0109 1300 370 0000 612	C-25 Gas Tank Refill		98.8
Vendor Name MATHESON TRI-GAS			281.1
MEDIACOM	082120MCPRI	768.41	
10 9010 2236 000 0000 536	Districtwide PRI Lines 9/2020		768.43
MEDIACOM	82120MCDW	2,630.00	
10 9010 2236 000 0000 536	Districtwide Internet 9/202	20	2,630.00
Vendor Name MEDIACOM			3,398.43
MIDAMERICAN ENERGY	81820MAE	19,154.61	
10 9010 2600 000 0000 622	Bus Barn Electricity 8/2020	)	275.13
10 9010 2600 000 0000 622	Admin/Bus Barn Electricity 8/2020		619.5
10 9010 2600 000 0000 622	Admin Office Electricity 8/2020		91.10
10 0418 2600 000 0000 622	IES Electricity 8/2020		7,769.87
10 0445 2600 000 0000 622	ROECC Electricity 8/2020		1,913.83
10 9010 2600 000 0000 621	Admin/Bus Barn Gas 8/2020		12.7
10 0109 2600 000 0000 622	Jr/Sr HS Sports Complex Ele 8/2020	ec	22.5
10 0109 2600 000 0000 622	Jr/Sr HS Electricity 8/2020	)	8,449.80
Vendor Name MIDAMERICAN ENERGY			19,154.63
MINER'S TREE SERVICE	3571	4,375.00	
10 9010 2600 000 0000 340	Tree Removal/Stump Grinding	3	4,375.00
Vendor Name MINER'S TREE SERVI		<b>*</b>	4,375.00
ONESOURCE THE BACKGROUND CHECK	IASB3330- 20200831	52.50	
COMPANY 10 9010 2310 000 0000 340	Background Checks		52.50
Vendor Name ONESOURCE THE BACK	~		52.50
COMPANY	CHOOKS ONDOX	v	02.0
PIONEER PAINT	761238	1,163.45	
10 9010 2600 000 4052 618	Field Paint		12.00
10 9010 2600 000 0000 618	Field Paint		1,151.45
Vendor Name PIONEER PAINT			1,163.45
PLUMB SUPPLY/RIBACK SUPPLY	6820269	16.40	
10 9010 2600 000 0000 618	Faucet Aerators		16.40
PLUMB SUPPLY/RIBACK SUPPLY	6842307	253.76	
10 0445 2600 000 4052 618	ROECC Water Heater Vent		253.76
Vendor Name PLUMB SUPPLY/RIBAC	CK SUPPLY		270.16



962.36

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Vendor Name	Invoice	Amount	
Descriptor Manuals on	Number		Amount
Account Number	Detail Description		Amount
10 9010 2410 000 0000 531 Vendor Name OUADIENT	Postage - Districtwide		962.36
Vendor Name QUADIENI			902.30
QUILL CORP.	141293812	82.64	
10 9010 2321 000 0000 611	Office Supplies - Pens, Staplers, etc.		82.64
QUILL CORP.	9638947	13.14	
10 0109 1000 100 0000 618	Office Supplies Jr/Sr HS		13.14
QUILL CORP.	9656939	8.68	
10 0109 1000 100 0000 618	Jr/Sr Office Supplies		8.68
QUILL CORP.	9684607	18.65	40.65
10 0109 1000 100 0000 618	Jr/Sr Office Supplies	051 01	18.65
QUILL CORP.	9776577	851.91	051 01
10 0109 1000 100 0000 618 Vendor Name OUILL CORP.	Office Supplies Jr/Sr HS		851.91 975.02
vendor name QUILL CORP.			975.02
RED OAK EXPRESS	202008	210.12	
10 9010 2572 000 0000 540	August 2020 Board Meetings		210.12
RED OAK EXPRESS	9920ROE	39.99	
10 9010 2572 000 0000 540	One Year Subscription		39.99
Vendor Name RED OAK EXPRESS			250.11
RED OAK HARDWARE HANK	HHSTMTAUG-1	90.81	
10 9010 2321 000 4052 618	Tape - COVID Social Distance		90.81
Vendor Name RED OAK HARDWARE	•		90.81
SCHOOL ADMINISTRATORS OF IOWA	300007923	561.00	F.C1 .00
10 0109 2410 000 0000 810 Vendor Name SCHOOL ADMINISTRA	SAI Membership NP	-	561.00
Vendor Name School ADMINISTRA	TONG OF TOWN		301.00
SCHOOL SPECIALTY LATTA DIV.	208125843678		
	208125843678	115.24	
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Ped Oak Community School District	RED OAK BOARD	REPORT	
09/11/2020 09:43 AM Vendor Name	Invoice	Amount	
vendor Name	Number	zamo azz o	
Account Number	Detail Description		Amount
SCHOOL SPECIALTY LATTA DIV.	308103586887	190.81	
10 0445 1000 100 0000 611	Mailing Labels		51.98
10 0445 1000 100 0000 611	Folder Labels		22.09
10 0445 1000 100 0000 611	File Folder Labels		38.21
10 0445 1000 100 0000 611	Envelopes		24.04
10 0445 1000 100 0000 611	Pencil Trays		22.09
10 0445 1000 100 0000 611	Elmers Glue Pump		32.40
SCHOOL SPECIALTY LATTA DIV.	308103586890	636.74	
10 0445 1000 460 3117 612	ROECC Instructinal Supplies	s	636.74
SCHOOL SPECIALTY LATTA DIV.	308103586891	655.85	
10 0445 1000 460 3117 612	ROECC Sped Supplies		655.85
SCHOOL SPECIALTY LATTA DIV.	308103588174	1,812.11	
10 0418 1000 100 0000 612	IES Instructional Supplies		1,812.11
SCHOOL SPECIALTY LATTA DIV.	308103588175	1,556.95	
10 0418 1000 100 0000 612	IES Instructional Supplies		1,556.95
SCHOOL SPECIALTY LATTA DIV.	308103588244	745.01	
10 0418 1000 100 0000 612	IES Instructional Supplies		745.01
SCHOOL SPECIALTY LATTA DIV.	308103588245	3,121.54	
10 0418 1000 100 0000 612	IES Instructional Supplies		3,121.54
SCHOOL SPECIALTY LATTA DIV.	308103588246	821.77	
10 0418 1000 100 0000 612	IES Instructional Supplies		821.77
SCHOOL SPECIALTY LATTA DIV.	308103588247	1,404.31	
10 0418 1000 100 0000 612	IES Instructional Supplies		1,404.31
SCHOOL SPECIALTY LATTA DIV.	308103588248	2,289.66	
10 0418 1000 100 0000 612	IES Instructional Supplies		2,289.66
SCHOOL SPECIALTY LATTA DIV.	308103588854	701.04	
10 0418 1000 100 0000 612	IES Instructional Supplies		701.04
Vendor Name SCHOOL SPECIALTY LA	ATTA DIV.		15,277.45
SELLERS PEST CONTROL-ART SELLERS	28667	150.00	
10 9010 2600 000 0000 425	August 2020 Pest Control		150.00
Vendor Name SELLERS PEST CONTRO	•		150.00
SELLERS			
SHAFFER, RALPH	294066	350.00	
10 0109 1000 110 0000 320	Piano Tuning		350.00
Vendor Name SHAFFER, RALPH	-		350.00
SOCS/FES	INV011722	405.00	
10 9010 2236 000 0000 536	September 2020 Web Hosting		405.00
Vendor Name SOCS/FES			405.00
SW IA TIRE & SERVICE	103617	6.00	
10 9010 2600 000 0000 432		0.00	6.00
SW IA TIRE & SERVICE	104581	19.00	3,33
10 9010 2700 000 0000 434		13.00	19.00
Vendor Name SW IA TIRE & SERVICE		***************************************	25.00
TIMBERLINE BILLING SERVICE LLC	20026	51.43	
10 9010 2510 217 3303 359	August 2020 Medicaid Svcs		51.43
Vendor Name TIMBERLINE BILLING	SERVICE LLC		51.43
	0.21.00******	1 206 00	
UNITED FARMERS COOPERATIVE	83120UFMC	1,396.89	254 50
10 9010 2700 000 0000 626	Ethanol - 8/2020	20	254.59

10 9010 2700 000 0000 626 Ethanol Mower/Truck - 8/2020



343.04

Amount  Carription  8/2020  8/2020  8/2020  190.2  8/2020  137.7  JFMC-1  Te Supplies 8/2020  Intenance Supplies  Amount  79.54  Te Supplies 8/2020  Intenance Supplies  ACE  329.88  Thance Supplies  24.5  ACE  329.88  Thance Supplies  329.88
Amount
190.2 8/2020 8/2020 471.2 101 - 8/2020 137.7  UFMC-1 101
8/2020 471.2 101 - 8/2020 137.7  UFMC-1 79.54  The Supplies 8/2020 9.5 Intenance Supplies 1.4  ACE 329.88  Thance Supplies - 24.5  Maintenance 8/2020 The Supplies - 172.0  Maintenance 8/2020 The Supplies - 179.99
137.7  DIFMC-1  The Supplies 8/2020  Intenance Supplies  The Supplies 8/2020  Intenance Supplies  The Supplies 1.4  The
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- 8/2020 See Supplies - 133.2 ACE-1 79.99
ACE-1 79.99
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ACE-2 63.96
Wipes for 63.9
ACE-3 110.31
Cape - COVID Social 110.3
ACE-5 19.98
19.9
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257.45
ers 257.4
698.90
as 698.9 .amps/Etc
3 25.54
Transportation 25.5
204.96
rs - Transportation 204.9
rew Extractor - 18.8
1,205.7
105,475.7
er 22 MANAGEMENT FUND
or 3 er 9: cr

Insurance Premium
Installment #2

Additional Auto Insurance

702

22 9010 2310 000 0000 520

UNITED GROUP INSURANCE

Vendor Name

Fund Number

22 9010 2700 000 0000 522

Vendor Name SPECIALTY UNDERWRITERS LLC

UNITED GROUP INSURANCE



19,048.00

19,048.00

973.00

20,021.00

973.00

Page: 7

User ID: HARRISH

21 0109 1400 920 6645 810

#### **RED OAK BOARD REPORT**

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Vendor Name Invoice Amount Number Detail Description Account Number Amount. Fund Number 33 CAPITAL PROJECTS - LOST Checking Account ID 1 46.08 FASTENAL COMPANY 79547/79691 33 9010 4700 000 0000 450 Screws for Central Office 46.08 Vendor Name FASTENAL COMPANY 46.08 9200 2,590.37 HALEY'S ELECTRIC 33 9010 4700 000 0000 450 Admin/BB Office Electrical 2,590.37 2,590.37 Vendor Name HALEY'S ELECTRIC RED OAK DO IT CENTER 825RODOIT 168.13 Lumber for CO/BB Office 168.13 33 9010 4700 000 0000 450 RED OAK DO IT CENTER 825RODOIT-1 40.95 33 9010 4700 000 0000 450 Lumber for CO/BB Office 40.95 RED OAK DO IT CENTER 825RODOIT-2 23.07 33 9010 4700 000 8218 450 Lumber for ROECC 23.07 RED OAK DO IT CENTER 825RODOIT-3 29,26 33 9010 4700 000 0000 450 Lumber for ROECC 29.26 261.41 Vendor Name RED OAK DO IT CENTER RED OAK HARDWARE HANK HHSTMTAUG 7.16 33 9010 4700 000 0000 450 Admin/BB Office Build 7.16 Connector 7.16 Vendor Name RED OAK HARDWARE HANK UNITED FARMERS COOPERATIVE 83120UFMC-1 845.79 33 9010 4700 000 0000 450 Admin/BB Office -845.79 Maintenance Supplies 8 Vendor Name UNITED FARMERS COOPERATIVE 845.79 WESTLAKE ACE HARDWARE 82020ACE 189.05 33 9010 4700 000 0000 450 Admin/Bus Barn Office 189.05 Construction 189.05 Vendor Name WESTLAKE ACE HARDWARE Fund Number 33 3,939.86 Checking Account ID 1 Fund Number 36 PHYSICAL PLANT & EQUIPMENT 423054956 308.00 USBANK 36 9010 2235 000 0000 358 Chromebooks Lease 308.00 Vendor Name USBANK 308.00 Fund Number 36 308.00 129,744.56 Checking Account ID 1 STUDENT ACTIVITY FUND Checking Account ID 3 Fund Number 21 BSN SPORTS 6241914 2,034.67 2,034.67 21 9010 1400 920 6720 738 FB Warm-Up Jackets Vendor Name BSN SPORTS 2,034.67 120.00 CARLSON, MOLLY MC082720 21 9010 1710 920 6910 Refund for Activity Pass 120.00 120.00 Vendor Name CARLSON, MOLLY GLENWOOD HIGH SCHOOL 082420GCSD 120.00

Glenwood XC Entry Fee



120.00

# Red Oak Community School District 09/11/2020 09:43 AM

### RED OAK BOARD REPORT

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09/   1/2020 09.43 AW	•		
Vendor Name	Invoice Number	Amount	
Account Number	Detail Description		Amount
Vendor Name GLENWOOD HIGH SCHOOL	OF		120.00
HOWARD'S SPORTING GOODS	8785	1,037.93	
21 0109 1400 920 6720 618	Footballs, Pad Rack, Tees		1,037.93
HOWARD'S SPORTING GOODS	8792	1,042.00	
21 0109 1400 920 6815 618	Volleyballs for Practice ar Games	nd	1,042.00
Vendor Name HOWARD'S SPORTING	GOODS	-	2,079.93
PRO-TUFF DECALS	20009696	422.38	
21 0109 1400 920 6720 618	FB Helmet Stickers		422.38
Vendor Name PRO-TUFF DECALS			422.38
SHENANDOAH HIGH SCHOOL	82420SCSD	125.00	
21 0109 1400 920 6720 810	District Football Fee		125.00
Vendor Name SHENANDOAH HIGH SCI	HOOL		125.00
SKOGLUND MEAT LOCKER	62637	107.94	
21 0109 1400 950 7407 618	FFA Fruit Sale		107.94
Vendor Name SKOGLUND MEAT LOCK	ER		107.94
WESTLAKE ACE HARDWARE	82020ACE-4	46.94	
21 9010 1400 920 6600 618	Athletics Supplies		46.94
Vendor Name WESTLAKE ACE HARDWA	ARE	į	46.94
WOOD, RAY	82420RW	60.00	
21 0109 1400 920 6730 810	Midwest Umpire Scheduling Fee		60.00
Vendor Name WOOD, RAY		-	60.00
Fund Number 21			5,116.86
Checking Account ID 3		<del></del>	5,116.86



### Red Oak Community School District Staff Selection Recommendation

RECEIVED

AUG 21 2020

By:

**Date:** 8/21/2020

Building: Admin

Jr/Sr. High Inman Elem
(Please Circle All That Apply)

ECC

Trans

Position: Sr Hs Yearbook Sponsor

Name: Laura La Prell

Certified:

Lane:

Step:

Salary: 6.5 units = 1,75500

Classified:

**Hourly Rate:** 

Hours Per Day:

**Comments:** 

Principal/Director

Please send form to Superintendent for Board Approval

### Red Oak Community School District Staff Selection Recommendation

Date: 9/2/20		
Building: Admin  Jr/Sr. High Inman Elem (Please Circle All That Apply)	ECC	Trans
Position: FCELA SPONSER		
Name: REBECEA GERST  Certified:		RECEIVED SEP 0 3 2020 By:
Lane: Step: Salary: O additional contract days	ς΄,	:

**Classified:** 

Hourly Rate:

Hours Per Day:

**Comments:** 

Principal/Director

Please send form to Superintendent for Board Approval

July 22<sup>nd</sup>, 2020

Dear ROCSD Board Members,

Please accept this letter of resignation as a secondary Spanish teacher effective immediately.

Thank you so much for five unforgettable years at Red Oak Jr./Sr. High School. I have worked alongside some wonderful coworkers, and have had many opportunities to grow and develop myself as an educator. It is too bad that the circumstances did not allow us to obtain a work visa for the 2020 - 2021 school year.

I will never forget my time at Red Oak Jr./Sr. High School.

Best wishes,

Mónica Martínez.

I am resigning —

Sive enjoyed reding with mainly boys

to Atlantic, Closinda, Seny, Council Blaffs

& Glenwood.

Thank for the Memoires

Jeely Waggener



# Title IX Procedures Manual



Red Oak
Community School District



# RED OAK COMMUNITY SCHOOL DISTRICT SEXUAL HARASSMENT PROCEDURES MANUAL

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### I. THE POLICY

In accordance with Title IX of the Education Amendments Act of 1972, the Red Oak Community School District prohibits sex discrimination, including sexual harassment, against any individual participating in any education program or activity of the District. This prohibition on discrimination applies to students, employees, and applicants for employment. The Board authorizes the Superintendent to adopt procedures for any individual to report sex discrimination or sexual harassment, and for the investigation and resolution of such complaints.

Any individual with questions about the District's Title IX policy and procedures, or who would like to make a report or file a formal complaint of sex discrimination or sexual harassment may contact the District's designated Title Coordinator, Mr. Justin Williams, Jr/Sr High School Assistant Principal, 2011 N. 8<sup>th</sup> St., Red Oak, IA 712-623-6610, williamsj@roschools.org.

The District will utilize this Policy and Procedure to respond to all claims of sex discrimination or sexual harassment as defined in Section II of this policy. If the District determines that a report or complaint does not allege conduct within the scope of Title IX, it may still proceed to investigate or respond to that report or complaint under any other applicable District policy or procedure.

#### II. DEFINITIONS

- **A.** <u>Sexual harassment</u> means unwelcome behavior or conduct (physical, verbal, written, electronic) that is directed at someone because of that person's sex or gender, and that meets any of the following definitions:
  - 1. "Quid Pro Quo" Harassment. A District employee explicitly or implicitly conditions the provision of an aid, benefit, or service of the District on an individual's participation in unwelcome sexual conduct; **OR**
  - 2. **Hostile Educational/Work Environment.** Unwelcome conduct determined by a reasonable person to be so severe, pervasive, and objectively offensive that it effectively denies a person equal access to the District's education program or activity; **OR**
  - 3. **Sexual assault.** An offense that meets the definition any one of the following offenses:
  - Rape: the penetration, no matter how slight, of the vagina or anus, with any body part or object, or oral penetration by a sex organ of another person without consent of the victim;
  - o Fondling: the touching of the private body parts of another person for the purpose of sexual gratification without consent of the victim;
  - o Incest: sexual intercourse between persons who are related to each other within the degrees wherein marriage is prohibited by law; or
  - Statutory rape: sexual intercourse with a person who is under the statutory age of consent; OR

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### 4. Stalking:

- Purposefully engaging in a course of conduct directed at a specific person ("target") that would cause a reasonable person to fear bodily injury to, or the death of, the target or a member of the target's immediate family;
- when the person ("stalker") knows or should know that the target will be placed in reasonable fear of bodily injury to, or the death of, the target or a member of the target's immediate family by the course of conduct; and
- the stalker's course of conduct induces fear in the target of bodily injury to, or the death of, the target or a member of the target's immediate family; **OR**
- 5. **Dating Violence:** violence committed by a person who is or has been in a social relationship of a romantic or intimate nature with the victim. The existence of such a relationship shall be determined based on a consideration of:
- The length of the relationship.
- The type of relationship.
- The frequency of interaction between the persons involved in the relationship; **OR**
- 6. **Domestic Violence:** any felony or misdemeanor crime of violence committed:
- By a current or former spouse or intimate partner of the victim;
- By a person with whom the victim shares a child in common;
- By a person who is cohabiting with, or has cohabited with, the victim as a spouse or intimate partner;
- By a person similarly situated to a spouse of the victim under the domestic or family violence laws of the State of Iowa; or
- By any other person against an adult or youth victim who is protected from that person's acts under the domestic or family violence laws of the State of Iowa.
- **B.** Consent means knowing and voluntary agreement to engage in conduct or an activity with another individual. Silence or an absence of resistance does not imply consent. Past consent to engage in conduct or an activity does not imply future consent; consent can be revoked at any time. An individual who is incapacitated (e.g., when a person is asleep, unconsciousness, under the influence of drugs or alcohol, or disability) cannot give consent. Coercion, force, or the threat of either invalidates consent. Under no circumstances can a student give consent to engage in any sexual conduct or activity with an employee of the District.
- C. <u>Complainant</u> means any person who alleges that they have been subjected to sexual harassment as defined by this Policy. At the time of filing a formal complaint, a complainant must be participating in or attempting to participate in the District's education program or activity.
- **D.** <u>Respondent</u> means any person who has been reported to be the perpetrator of conduct that could constitute sexual harassment under this Policy, and over whom the District is able to exercise substantial control.

#### III. POLICY SCOPE

This Policy applies to all persons participating in the District's education program or activity, including students and employees and applicants for employment. Under Title IX, the District has jurisdiction over locations, events or circumstances over which it substantially controls the Respondent and the context in which the harassment occurs. The District's jurisdiction is limited to conduct against a person that occurs in the United States.

Any person may make a report of sexual harassment to the District's Title IX Coordinator.

### IV. CONFIDENTIALITY

The District is committed to creating an environment that encourages individuals to come forward if they have experienced or witnessed sexual harassment. However, the District cannot promise absolute confidentiality to any party. District employees cannot promise confidentiality to any student who reports possible sexual harassment to them.

The District will keep confidential the identity of any individual who has made a report or complaint of sex discrimination or sexual harassment, or has been identified as the perpetrator or respondent to any such report or complaint, or is a witness to any complaint or investigation, **except** as required to carry out the purposes of this Policy (including the conduct of any complaint resolution process), applicable law, or as permitted by the Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. § 1232g.

# V. REPORTING SEXUAL MISCONDUCT, INCLUDING SEXUAL ASSAULT AND SEXUAL HARASSMENT

### A. Employee Reporting Obligations

Any District employee who witnesses or becomes aware of sexual harassment have an affirmative obligation to report immediately to the District's Title IX Coordinator or to their building principal or immediate supervisor. Failure to do so may result in disciplinary action against the employee, up to and including termination of employment.

### B. Reporting to Law Enforcement

Because sexual misconduct may constitute both a violation of District policy and criminal activity, individuals who have been subject to criminal sexual misconduct may wish to report their concerns to law enforcement. An individual may proceed under this Policy whether or not they elect to report to law enforcement.

### C. Reporting to the District

Any individual who wishes to make a report or file a formal complaint of sexual harassment may contact the District's Title IX Coordinator Mr. Justin Williams, Jr/Sr High School Assistant Principal, 2011 N. 8<sup>th</sup> St., Red Oak, IA 712-623-6610, williamsj@roschools.org.

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Allegations that an employee of the District has engaged in sexual harassment toward a student must be immediately reported or referred to the District's designated Level 1 Investigator, and must be handled in accordance with 281 Iowa Administrative Code Chapter 102 (Procedures for Charging and Investigating Incidents of Abuse of Students by School Employees). The Level 1 Investigator shall be responsible for complying with the requirements of Chapter 102, including with respect to reporting the alleged conduct to law enforcement or other appropriate state agencies. The Level 1 Investigator shall work with the District's Title IX Coordinator to determine how to preserve or restore the student's access to the District's education program and activities.

### D. Retaliation Prohibited

Retaliation against a person who makes a report or complaint of sexual harassment, or who assists, or participates in any manner in an investigation or resolution of a sexual harassment report or complaint is strictly prohibited. Retaliation includes threats, coercion, discrimination, intimidation, reprisals, and/or adverse actions related to employment or education. Any individual who believed they have been retaliated against in violation of this Policy should immediately contact the District's Title IX Coordinator.

This Policy's antiretaliation protections do not apply to any individual who makes a materially false statement in bad faith in the course of any complaint, investigation, hearing, or other proceeding under this Policy. However, a determination that an individual made a materially false statement in bad faith must be supported by some evidence other than the determination of whether the Respondent violated this Policy alone. An individual who makes a materially false statement in bad faith may be subject to discipline up to and including suspension or expulsion of a student or termination of an employee's employment.

### E. Time Frames for Reporting and Response

The District strongly encourages prompt reporting of complaints and information. While there is no time limit in invoking this Policy in responding to complaints of alleged sexual harassment, a complaint should be submitted as soon as possible after the event takes place in order to maximize the District's ability to respond promptly and equitably.

The District may not be able to fully investigate a formal complaint against an individual who is no longer affiliated with the District. Under those circumstances, the District will still consider whether it can offer supportive measures to the Complainant or proceed under another applicable law, policy, procedure, handbook provision, or rule.

In all cases, the District will conduct a prompt and equitable investigation of allegations of sexual misconduct. Generally, the District will attempt to complete the investigation and make a determination regarding responsibility within forty-five (45) calendar days of receipt of a formal complaint. However, the District may alter or extend this time with notice to both parties. The time it takes to complete the resolution of a sexual harassment complaint may vary based on the complexity of the investigation and the severity and extent of the

alleged conduct, as well as on whether there is a parallel criminal investigation, or if school breaks occur during the process.

### VI. PROCESS FOR RESPONDING TO REPORTS OF SEXUAL HARASSMENT

### A. Initial Meeting with the Complainant

Upon receipt of any report of sexual harassment occurring in the District's educational program or activity, the Title IX Coordinator or designee will schedule a meeting with the Complainant in order to provide the Complainant a general understanding of this Policy and to identify forms of supportive measures available to the Complainant with or without the filing of a formal complaint, and to explain the process for filing a formal complaint. The intake meeting may also involve a discussion of any specific supportive measures that may be appropriate.

At the initial intake meeting with the Complainant, the Title IX Coordinator or designee will seek to determine how the Complainant wishes to proceed. The Complainant may opt for: (1) informal resolution; (2) formal resolution; or (3) not proceeding. Supportive measures may still be offered whether or not the Complainant chooses any of these options.

If the Complainant wishes to proceed with either informal or formal resolution, a written document must be filed by the Complainant or signed by the Title IX coordinator alleging harassment against a respondent (the "formal complaint"). Where the Title IX Coordinator signs a formal complaint, the Title IX Coordinator is not the complainant or otherwise a party to a complaint proceeding under this Policy.

### **B.** Informal Resolution

Upon filing of a formal complaint, a Complainant who does not wish to pursue formal resolution may request a less formal proceeding, known as "Informal Resolution." Informal resolution is available to the parties any time prior to a determination of responsibility being issued.

Informal resolution is a voluntary process that requires the written consent of the Complainant and Respondent. The District will not require the parties to participate in the Informal Resolution process as a condition of enrollment, employment, or of any other right conferred by the District. The Title IX Coordinator will assess the severity of the alleged harassment and the potential risk for others in the District community to determine whether informal resolution may be appropriate. Informal Resolution will <a href="mayer">never</a> be used to resolve allegations involving an employee sexually harassing a student.

The Title IX Coordinator will provide the parties with a written notice setting forth the allegations, the requirements of the informal resolution process set forth in this Policy, the right of any party to withdraw from the informal process and proceed with the formal grievance process at any time prior to agreeing to a resolution; and any consequences

resulting from the participation in the informal process, including the records that will be maintained or could be shared by the District.

Upon receipt of written consent from the parties to participate in informal resolution, the Title IX Coordinator will consult separately with the Complainant and Respondent and gather additional relevant information as necessary. The Title IX Coordinator may also put in place any appropriate supportive measures to protect the educational and work environment of the parties.

The Title IX Coordinator will work with parties to determine a mutually acceptable resolution to the complaint. This resolution will be reduced to writing and signed by the Complainant and the Respondent. Once signed, the written resolution becomes final and neither party can initiate the formal grievance process for the allegations in the formal complaint. The written resolution is not subject to appeal.

Either party may, at any time prior to signing an informal resolution agreement, elect to end the informal resolution process and initiate formal resolution instead.

In order to promote honest, direct, communication, information disclosed during informal resolution will remain confidential, except where disclosure may be required by law or authorized in connection with duties on behalf of the District.

### C. Formal Resolution

Upon submission of a formal complaint, Complainant may elect to pursue a formal resolution, which is described more specifically in this section.

### 1. Consolidation of Complaints

The District may consolidate formal complaints of sexual harassment against more than one respondent, or by more than one complainant against one or more respondents, or by one party against another party, where the allegations arise out of the same facts or circumstances.

### 2. Required Notices

**Notice of Investigation.** If a Complainant elects to pursue a formal complaint, the Title IX Coordinator or designee will provide a written Notice of Investigation simultaneously to both parties notifying the parties of:

- the identities of the parties involved in the incident;
- the conduct alleged;
- the date and location of the incident;
- Respondent's entitlement to a presumption of innocence;
- The parties' rights to have an advisor of their choice at the party's expense, who may be an attorney;

- The parties' rights to review and comment on investigative evidence; and
- The effect of making materially false statements in bad faith during this process.

If, during the course of investigation, the District determines that additional allegations will be investigated as part of the pending complaint, the Title IX Coordinator or designee will provide written notice of the additional allegations to any identified Complainant(s) or Respondent(s).

**Notice of Interviews, Hearings, or Other Meetings.** The Title IX Coordinator shall provide to Complainant and Respondent a written notice of the date, time, location, participants, and purpose of any interview, hearing, or meeting with sufficient time for the party to prepare.

### 3. Dismissal

The District shall dismiss any formal complaint made under this Policy if at any time it determines that it lacks jurisdiction under Title IX because the conduct alleged in the formal complaint:

- Would not constitute sexual harassment as defined in Section II of this policy, even if proved,
- Did not occur in the District's education program or activity; or
- Did not occur against a person in the United States.

The District, in its sole discretion, may dismiss any formal complaint under this Policy if at any time:

- The Complainant notifies the Title IX Coordinator in writing that the Complainant would like to withdraw the formal complaint or any allegations;
- The Respondent is no longer enrolled in or employed by the District; or
- Specific circumstances exist that prevent the District from gathering evidence sufficient to reach a determination as to the formal complaint or allegations. Examples include, but are not limited to, a significant passage of time from the date of the allegation(s) in the complaint to the date the complaint is filed that makes investigation impracticable, or where the Complainant has stopped participating in the process.

Dismissal of a complaint from proceeding under this Policy does not preclude the District from offering supportive measures to any party or from proceeding under any other applicable policy, procedure, rule, or handbook provision applicable to students and/or employees of the District.

Upon dismissal of any formal complaint under this section, written notice of this dismissal and the reason(s) therefor will be provided simultaneously to Complainant and Respondent.

### 4. Investigation

The Title IX Coordinator shall designate an Investigator to conduct an investigation into any formal complaint. The Investigator must be appropriately trained in conducting Title IX investigations, unbiased, and have no conflict of interest in the present case. The Investigator serves as a neutral fact-finder, and shall interview both parties, relevant witnesses, and gather and review evidence relevant to the outcome of the complaint.

The burden of proof and the burden of gathering sufficient evidence to reach a determination of responsibility rests with the District and not with the parties. Both parties will have an equal opportunity to present witnesses and other evidence (both inculpatory and exculpatory) to the Investigator. Neither party will be restricted in their ability to discuss the allegations or to gather and present relevant evidence; provided, however, that such communications shall not constitute harassment or retaliation against any party other otherwise violate applicable law, rule, or regulation.

The Investigator will evaluate all relevant evidence, both inculpatory and exculpatory, and will not make credibility determinations based solely on a person's status as complainant, respondent or witness.

The Investigator will only access, consider, disclose, or otherwise use a party's treatment records made or maintained by a health care provider, or other records protected under a legally recognized privilege, with that party's voluntary, written consent.

Prior to completion of the Investigative Report, the Investigator will provide each party with copies of any evidence obtained by the Investigator that is directly related to the allegations in the complaint. Both parties will have ten (10) calendar days to submit a written response to the evidence to the Investigator. By accepting receipt of this information, the parties and their representatives, if any, agree that the use or dissemination of evidence for any purpose other than those directly related to the parties' participation in the Title IX grievance process is prohibited and may result in appropriate discipline in accordance with District policy.

### 5. Investigative Report

After conducting the investigation, the Investigator will complete an investigative report that summarizes all relevant evidence, including statements and interviews with the parties and any witnesses, and any documents, records, photographs, recordings, or other evidence obtained by the investigator.

The investigative report will be distributed simultaneously to both of the parties at least ten (10) calendar days prior to a Determination of Responsibility being made.

### 6. Determination of Responsibility

The Decision-Maker is responsible for determining whether the conduct alleged in the complaint constitutes a violation of this Policy and any other applicable District policies, procedures, handbook provisions, or rules. The Decision-Maker shall be the Building Principal or his/her designee. The Decision-Maker shall not be the Title IX Coordinator or Investigator, and must be impartial and unbiased, have no conflict of interest in the particular case, and have training required by Title IX and this policy.

After receipt of the investigative report and prior to reaching a decision, each party shall be permitted submit to the Decision-Maker relevant questions to be asked of the other party and/or any witnesses, including those challenging the credibility of the party or witness. The Decision-Maker shall review the questions with the party or witness to whom the questions are directed, but shall not ask any questions that are irrelevant or improperly inquire about the Complainant's sexual predisposition or past sexual conduct (other than where the incidents occurred between the Complainant and Respondent and are asked for purposes of demonstrating consent, where applicable). The Decision-Maker will provide a written explanation to the party of why any question was excluded. The Decision-Maker shall provide the responses of the party or witness in writing to both parties. The parties shall be provided with an opportunity for limited additional follow-up questioning.

If any party or witness does not cooperate with responding to these questions, the Decision-Maker will not rely on any statement of that party or witness in reaching a determination of responsibility. The Decision-maker cannot draw an inference about responsibility based solely on a party's or witness's refusal to answer questions.

### 7. Standard of Proof and Determination

The determination of whether or not a violation of this Policy occurred will be made on the preponderance of the evidence, or whether it is more likely than not that the Respondent violated this Policy.

### 8. Sanction

Sanctions and remedies will be determined on a case-by-case basis by the Decision-Maker, where authorized to do so. Where applicable federal or state law, Board policy, contract, handbook provision, or other rule gives authority for issuing of a particular sanction to a different District decision-making body (e.g., school board, IEP team) the Decision-Maker will recommend sanctions to that decision-making body or official, or the Board for further action.

Sanctions may include, but are not limited to required training, a written warning, suspension or expulsion of a student, or suspension or termination of an employee's employment with the District. The Decision-Maker may impose or recommend any

sanction that it finds to be fair and proportionate to the violation and in accordance with Board Policy.

Remedies may include, but are not limited to, offers of counseling, training, changes or modifications to class or work schedules or assignments, provision of additional supervision, and other actions as deemed appropriate under the circumstances present in the case. The Title IX Coordinator shall be responsible for implementing any proposed remedies.

### 9. Written Determination Regarding Responsibility

The Decision-Maker will issue a written determination regarding responsibility, which shall be determined by a preponderance of the evidence. The written determination will include:

- Identification of the allegations;
- A description of the procedural steps taken from the receipt of the formal complaint through the determination, including notifications to the parties, interviews, site visits, methods used to gather other evidence, and hearings held (if applicable);
- Findings of fact;
- Conclusions regarding the application of this Policy and any other relevant District policy, procedure, handbook provision, or rule to the facts;
- A statement of and rationale for the Decision-Maker(s) determination regarding responsibility for each allegation;
- A statement of and rationale for any disciplinary sanctions that will be imposed on Respondent, if applicable;
- A statement of and rationale for any remedies the District will provide to restore or preserve Complainant's access to the District's educational program or activity, if applicable; and
- A statement of the District's appeal policy and procedures.

The Decision-Maker will provide the written determination to the parties simultaneously. The written determination shall be final, subject to the parties' right to appeal in Section 10, below.

### 10. Appeals

Within five (5) calendar days of delivery of the written determination to them, either party may appeal the dismissal of a formal complaint, or the Decision-Maker's written determination and/or any sanction imposed by the Decision-Maker to the Superintendent or her/his designee. Such appeals will be in writing and will be delivered to Superintendent or her/his designee. The Superintendent or her/his designee will determine if the written determination will be stayed pending the

igo | 11 1 outcome of the appellate decision. Appeals will be limited to any of the following bases:

- A procedural irregularity that affected the outcome of the matter;
- New evidence that was not reasonably available at the time the written determination was issued that could affect the outcome of the matter; or
- The Title IX Coordinator, Investigator(s), or Decision-Maker(s) had a conflict of interest or bias that affected the outcome of the matter.

The Superintendent or her/his designee will notify both parties in writing if an appeal is received alleging one of the bases for appeal above. Both parties will be given an opportunity to submit a written statement in support of, or challenging, the written determination. The parties' written statements must be submitted within five (5) calendar days of notice of the appeal.

Except as required to explain the basis of new information, an appeal will be limited to a review of the written record of the investigation, the written determination, and the parties' written statements on appeal.

The Superintendent or her/his designee may affirm, reverse, or modify the written determination and/or sanctions imposed, or may remand to the Investigator or Decision-Maker for further action. A written appeal decision will be issued simultaneously to the parties describing the result of the appeal and the rationale therefor. The written appeal decision of the Superintendent or her/his designee is the final decision of the District, and no further appeals are permitted under this Policy.

### D. Complainant Does Not Wish to Pursue Resolution or Requests Confidentiality

If the Complainant does not wish to pursue formal or informal resolution and/or requests that his or her report remain confidential, the Title IX Coordinator or designee will inform the Complainant that the District's ability to respond to the alleged sexual harassment may be limited. The Title IX Coordinator or designee may weigh the Complainant's request against the following factors:

- The seriousness of the alleged sexual misconduct,
- Whether there have been other complainants of sexual misconduct against the same Respondent, and
- The Respondent's right to receive information about the allegations, including the name of the complainant.

The Title IX Coordinator will only initiate a formal complaint under these procedures against the wishes of the Complainant where required by federal or state law, regulation, or rule, or where doing so is not clearly unreasonable based on known circumstances, based on the potential impact to the District community if the allegations were true.

The Title IX Coordinator or designee will inform the Complainant if the District cannot ensure confidentiality. Even if the District cannot take disciplinary action against the Respondent because the Complainant insists on confidentiality or that the complaint not be resolved, the District reserves the authority to implement supportive measures or other appropriate actions to promote a safe learning environment for the complainant and/or the entire District community.

### E. Advisors

Complainants and Respondents have equivalent rights to be accompanied at any stage of the process by an advisor of their choice, who may be a parent or guardian, union representative (where applicable), other support person, or an attorney at the party's sole expense. Advisors may not answer questions on behalf of any party or otherwise participate in any interview or meeting, other than to confer with the party they are supporting/representing.

### F. Supportive Measures

The District may implement supportive measures to preserve or restore the Complainant's access to the District's education program or activity. Supportive measures will be individualized, provided at no cost to the parties, and are non-disciplinary in nature.

Supportive measures may include, but are not limited to:

- · Counseling,
- Extension of deadlines or other course-related adjustments,
- Modifications of work or class schedules,
- Mutual restrictions on contact between the parties,
- Leaves of absence,
- Increased security and monitoring,
- Increased supervision and/or escort services, and/or
- Other similar measures.

The District may temporarily remove a student accused of violation this policy on an emergency basis, following an individualized safety and risk analysis that finds an immediate threat to the physical safety of any individual. Any student so removed will be provided with notice and an opportunity to challenge this action immediately following the removal, and any other rights conferred by law. Emergency removals must be consistent with other applicable laws. The District, in its sole discretion, may place an employee accused of violating this policy on administrative leave pending the outcome of the informal or formal complaint process.

### VII. RESOURCES AND SERVICES FOR STUDENTS AND EMPLOYEES

There resources available to individuals regardless of whether or not they choose to report a violation of this Policy to the District or local law enforcement. Any person may obtain

information about services and supports offered to students and employees by contacting the District's Title IX Coordinator.

### A. External Reporting Resources

A Complainant may choose to file a complaint with the state and federal agencies listed below.

Office for Civil Rights	Equal Employment	Iowa Civil Rights
(OCR) - Chicago Office	Opportunity	Commission (ICRC)
U.S. Department of	Commission (EEOC)	Grimes State Office
Education	Reuss Federal Plaza	Building
Citigroup Center	310 W. Wisconsin	400 E. 14th Street
500 W. Madison Street,	Avenue, Suite 800	Des Moines, IA 50319
Suite 1475	Milwaukee, WI 53203-	Toll free: (800) 457-
Chicago, IL 60661	2292	4416
Phone: (312) 730-1560	Phone: (800) 669-4000	Phone: (515) 281-4121
Fax: (312) 730-	Fax: (414) 297-4133	Fax: (515) 242-5840
1576 TDD: (877) 521-	TTY: (800) 669-6820	TDD: (877) 521-2172
2172	Web: www.eeoc.gov/	Web:
Email: OCR.Chicago@ed		https://icrc.iowa.gov/

### VIII. PREVENTION, TRAINING, AND POLICY COMMUNICATION

The District is committed to education, communication, and training of students and employees in order to prevent sexual harassment and to assure an appropriate response when incidents occur. The District will provide information to students and employees staff on:

- The definitions of sexual harassment;
- District procedures for responding to incidents of sexual harassment; and
- Employee obligation to report any sexual harassment of which the employee becomes aware.

The District will also ensure that individuals who serve as Title IX Coordinators, Title IX Investigators, Decision-Makers, Appeal Decision-Makers, and facilitators of the informal resolution process have adequate training as required by Title IX.

### IX. RECORDKEEPING

.gov

Web: www.ed.gov/ocr

The District will maintain the following records for seven years:

- Each sexual harassment investigation, including determinations, audio or video recordings, disciplinary sanctions, and any remedies provided to the Complainant;
- Any appeal and the result therefrom;
- Any informal resolution; and
- Materials used by the District to train Title IX Coordinators, investigators, decision-makers, and those who facilitate informal resolution under this Policy.

#### Additionally, the District will create and maintain for seven years:

- Any actions, including supportive measures, taken in response to a report or formal complaint of sexual harassment;
- Documentation of the basis for the District's conclusion that its response to any such report or complaint was not deliberately indifferent;
- Documentation that the District has taken measures designed to restore or preserve access to the District's educational program or activity;
- Where no supportive measures are provided to Complainant, documentation of why it was not clearly unreasonable to do so.

#### **Red Oak Community School District**

#### Title IX Form Bank

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#### Formal Complaint of Sexual Harassment

Name:
Date:
Name of individual(s) who engaged in the conduct alleged below:
Describe the conduct that led to this complaint (attach additional pages if needed):
Date(s) of each incident:
ocation(s) of each incident:
Names of possible witnesses:
agree that all of the information on this form is accurate and true to the best of my knowledge.
D-1

#### Reporting Form for Individuals to Report Sexual Harassment

Name of individual filing this report:
Date:
Were you the target of the conduct alleged in this report?
If no, who was the target of the conduct alleged in this report?
Name of individual who engaged in the conduct alleged below:
Describe the conduct that led to this complaint (attach additional pages if needed):
Date(s) of each incident:
Location(s) of each incident:
Names of possible witnesses:
I agree that all of the information on this form is accurate and true to the best of my knowledge.
Signature: Date:



#### **Notice of Investigation to Complainant**

[To be provided by Title IX Coordinator to Complainant at the initiation of an investigation]

[Date]

Dear [Complainant's Name],

The Red Oak Community School District received your complaint alleging that [Respondent's name] (the "Respondent") engaged in conduct that may constitute sexual misconduct under District Policy. Specifically, you submitted a complaint alleging that the Respondent [description of alleged conduct in complaint including time, date, location, and specific acts of respondent alleged in complaint].

The policy Respondent is alleged to have violated is [insert all applicable policy names/numbers — including Title IX and others as applicable], and specifically its prohibition on [specific type of sexual harassment alleged — e.g., hostile environment, stalking, etc.]. A complete copy of the District's Title IX procedures is [insert link or attach to this letter]. Please review these procedures carefully and let me know if you have any questions.

The District must investigate formal complaints of potential sexual misconduct as required by policy and law, to the extent of the information available. We have assigned [NAME(s)] as the Investigator(s) who will gather information and make factual findings in this case. If you have any concerns about the impartiality of the Investigator(s), please let me know immediately.

The Respondent is entitled to a presumption of innocence, which will be maintained throughout the process until a determination of responsibility is made. The Investigator(s) will be in contact with you to schedule a time to formally interview you for the investigation. You may be accompanied by a support person, advisor, or advocate of your choice to the investigation interview, including a lawyer, at your own expense. This person should not be someone who you will also identify as a witness.

As part of this process, you will have a right to provide evidence and witnesses for the Investigator's consideration, and to review and comment on evidence gathered by the Investigator(s) from the other party and witnesses. The District will objectively evaluate all relevant evidence, including inculpatory (proves a violation) and exculpatory (proves no violation) evidence to reach a determination of responsibility.

Consistent with the Policy, you are hereby directed not to delete any potentially relevant evidence, including electronic files, records, or data in your possession. You are further directed not to sell, give away, destroy, or otherwise surrender possession of any personal or District-issued devices. Do not wipe or reformat any personal or District-issued devices. Do not delete any social media or email accounts that you currently have or delete any content or data from the same. These directives are effective immediately and remain in effect until further notice. If you have any questions about this directive, please contact me.

The District works to maintain confidentiality in the resolution process, and we ask for your discretion in minimizing the sharing of information to respect the sensitivity of this matter to all parties. You are directed to refrain from contacting the Respondent throughout this process. Additionally, you are reminded about the District's policy against retaliation, either by you or by someone acting on your

behalf. Any individual who believes they have been retaliated against for participation in this process should immediately report it to \_\_\_\_\_\_.

You are expected to cooperate in an honest and forthright manner with this investigation. Making false statements or knowingly submitting false information during the grievance process is prohibited by the District and may constitute an independent basis for disciplinary sanctions against any student or employee, up to and including suspension or expulsion of a student or termination of an employee's employment.

I understand this is a lot of information. Please let me know if you have any questions at any point during the process.

Sincerely,

Title IX Coordinator

Red Oak Community School District

[CONTACT INFORMATION FOR TIX COORDINATOR]

#### **Notice of Investigation to Respondent**

[To be provided simultaneously by Title IX Coordinator to Respondent upon initiation of investigation]
[Date]

Dear [Respondent's Name],

The Red Oak Community School District received a complaint alleging that you engaged in conduct that may constitute sexual misconduct under District Policy. Specifically, [name of complainant] (the "Complainant") submitted a complaint alleging that you [description of alleged conduct in complaint including time, date, location, and specific acts of respondent alleged in complaint].

The policy you are alleged to have violated is [insert all applicable policy names/numbers – including Title IX and others as applicable], and specifically its prohibition on [specific type of sexual harassment alleged – e.g., hostile environment, stalking, etc.]. A complete copy of the District's Title IX procedures is [insert link or attach to this letter]. Please review these procedures carefully and let me know if you have any questions.

The District must investigate formal complaints of potential sexual misconduct as required by policy and law, to the extent of the information available. We have assigned [NAME(s)] as the Investigator(s) who will gather information and make factual findings in this case. If you have any concerns about the impartiality of the Investigator(s), please let me know immediately.

You are entitled to a presumption of innocence, which will be maintained throughout the process until a determination of responsibility is made. The Investigator(s) will be in contact with you to schedule a time to formally interview you for the investigation. You may be accompanied by a support person, advisor, or advocate of your choice to the investigation interview, including a lawyer, at your own expense. This person should not be someone who you will also identify as a witness.

As part of this process, you will have a right to provide evidence and witnesses for the Investigator's consideration, and to review and comment on evidence gathered by the Investigator(s) from the other party and witnesses. The District will objectively evaluate all relevant evidence, including inculpatory (proves a violation) and exculpatory (proves no violation) evidence to reach a determination of responsibility.

Consistent with the Policy, you are hereby directed not to delete any potentially relevant evidence, including electronic files, records, or data in your possession. You are further directed not to sell, give away, destroy, or otherwise surrender possession of any personal or District-issued devices. Do not wipe or reformat any personal or District-issued devices. Do not delete any social media or email accounts that you currently have or delete any content or data from the same. These directives are effective immediately and remain in effect until further notice. If you have any questions about this directive, please contact me.

The District works to maintain confidentiality in the resolution process, and we ask for your discretion in minimizing the sharing of information to respect the sensitivity of this matter to all parties. You are directed to refrain from contacting the Complainant throughout this process. Additionally, you are reminded about the District's policy against retaliation, either by you or by someone acting on your

should immediately report it to
You are expected to cooperate in an honest and forthright manner with this investigation. Making false statements or knowingly submitting false information during the grievance process is prohibited by the District and may constitute an independent basis for disciplinary sanctions against any student or employee, up to and including suspension or expulsion of a student or termination of an employee's employment.
I understand this is a lot of information. Please let me know if you have any questions at any point during the process.
Sincerely,
Title IX Coordinator
Red Oak Community School District
[CONTACT INFORMATION FOR TIX COORDINATOR]

#### **Notice of Interview**

[to be provided to complainant(s) and respondent(s) prior to any interview or other meeting with sufficient time to prepare for the interview/meeting]

[Date]

Dear [name of party]:

As you know from the Notice of Investigation, the District is conducting an investigation into a complaint of sexual harassment in which you are named as a party.

You will be interviewed by the District's Investigator(s), [insert investigator(s) names] at [location], on [date] at [time]. The purpose of this interview is to ask you questions about what you know or may know about the allegations in the complaint, including identifying and producing any relevant evidence and witness names for the Investigator's consideration.

The individuals present at this interview will be yourself, the Investigator, [include any other names of anticipated attendees, if any]. You are entitled to be accompanied by a support person, advocate, or attorney, at your own expense. However, any person accompanying you may not participate in the interview, answer questions on your behalf, or question the Investigator about any matter.

If you have any questions, please let me know.

Sincerely,

[name and title of Title IX Coordinator or Investigator] [contact information]

W?

#### Witness Disclosure Form

#### **Introductory Overview**

A complaint has been made and an investigation is being conducted pursuant to District policy and practice. You have been identified as a potential witness. The purpose of the interview today is for designated investigator to ask you questions and gather information. This document provides you with a summary of the District's expectations for you in this process.

#### **Duty to Cooperate and be Honest**

The District fully expects all students and employees to be cooperative, honest, and forthright to help the District reach a fair and reasonable outcome. Failure to honestly cooperate in an investigation may result in disciplinary action.

Witness Signature	Witness Name	Date
I acknowledge that I have received an expectations of me:	d read the above disclosures and t	that I understand the District's
Retaliation against persons filing cond of conduct complaints is <u>strictly prohi</u> occurs when an individual who particl because of their participation that wo District's process in the future. Please retaliation has occurred.	<u>bited</u> by District policy and federal pated in the District's process is su uld make a reasonable person unv	l and state law. Retaliation ubjected to any conduct or action willing to participate in the
No Retaliation		
The District cannot promise you confi- basis consistent with federal and state		
If, after your interview, you recall or le investigation, contact		think may be helpful to the
Confidentiality is an important part of complaint process as a witness is expense expects you to keep confidential ever	ected to respect the confidentiality	y of the process. The District
Confidentiality		
result in disciplinary action.	,	,

#### **Title IX Investigation Report Form**

[to be completed by Title IX Investigator(s)]

#### Name of Investigator:

#### Date of report:

Scope of investigation: This investigation considered claims made by [Complainant name and role (student, employee, etc.)] (the "Complainant") as to whether or not [Respondent name and role] (the "Respondent") has violated District policy no. [insert name and title of Title IX and other applicable policies].

This report will only provide a summary of the facts as determined by the investigator and is not a final determination of the allegations.

**Jurisdiction:** [state whether the evidence shows that the District exercises substantial control over both the Respondent and the circumstances under which the alleged sexual harassment occurred – if not, then the complaint must be dismissed from the Title IX process, and can be handled under any other applicable District policy or procedure].

#### Parties (list all):

Complainant- NAME

Respondent - NAME

#### **Nature of Alleged Conduct Constituting Sexual Harassment:**

#### **Procedural history:**

- A report was made to the District by \_\_\_\_\_ on [date]. A formal complaint was provided by the Complainant to the Title IX Coordinator on [date].
- The Title IX Coordinator assigned this Investigator on [date] to conduct an investigation into the formal complaint. Notices of Investigation were provided to both parties on [date].
- This Investigator interviewed the following individuals:
  - Complainant name and date of interview
  - o Respondent name and date of interview
  - Any witnesses names and dates of interview
- This Investigator also reviewed the following evidence:
  - List of any documents, videos, photos, or other evidence provided by any party or witness
- On [date not less than 10 days before the date of this report], this Investigator provided
  Complainant and Respondent with copies of all evidence obtained by this Investigator.
  Complainant and Respondent had an opportunity to provide a written response to this
  evidence, prior to the Investigator completing this Investigation Report. [Indicate whether each
  party did or did not provide a written response].

<ul> <li>[include any other procedural steps, including if there have been significant process or other unexpected events]</li> </ul>	delays in the
Summary of Interviews:	
Complainant Interview:	
Witness A interview:	
Witness B interview:	
Respondent Interview:	
Summary of Other Evidence Received:	
Feedback from Parties following Receipt of Evidence Directly Relating to Complain	nt:
Investigator's Observations Regarding Credibility of Parties and Witnesses:	
This report will be provided to the Title IX Coordinator, Complainant and Responde or attorney for each), and, who has been designed a for this Complaint.	
Sincerely,	
[Name, title], Investigator	

#### **Decision on Formal Complaint**

[to be completed by decision-maker]

Name of Decision-Maker(s):

Date of Determination:
Names of Parties to the Complaint: [Complainant(s) and Respondent(s)]
List the allegations in the complaint:
<b>Procedural history:</b> [A description of the procedural steps taken from the receipt of the formal complaint through the determination of responsibility – can use what is in the investigation report as a starting point in addition to the following:]
<ul> <li>The parties were provided the investigation report on [date – at least 10 days prior to date of this determination]. The parties had an opportunity to submit written response to the investigation report for consideration prior to this decision-maker reaching a determination regarding responsibility. [indicate whether each party did or did not submit a written response.</li> <li>The parties had an opportunity to submit written questions to be asked of the other party and any witnesses. The decision-maker asked all relevant questions and provided the responses to those questions to the parties. The parties had a limited opportunity for follow-up questions [if applicable].</li> <li>The decision-maker considered all available, relevant evidence prior to reaching the determination(s) contained in this report.</li> </ul>
Findings of fact for each allegation:
Statement of undisputed material facts:
Findings on disputed material facts:
<b>Conclusions:</b> [Conclusions for each allegation regarding the application of this Policy and any other relevant District policy, procedure, handbook provision, or rule to the facts. Include a statement of whether each allegation is founded or unfounded, and rationale for this determination]
<b>Sanctions:</b> [Include any sanctions that will be imposed (or recommended if outside the authority of the decision-maker) on respondent, if any, and a rationale therefor]
<b>Remedies:</b> [include any remedies the District will provide to restore or preserve Complainant's access to the District's educational program or activity, if applicable, and a rationale therefor]
Appeal Procedures: Within five (5) calendar days of delivery of the written decision to them, either party may appeal this decision and/or any sanction imposed herein to or her/his designee. Such appeals will be in writing and will be delivered to the or her/his designee. The

or her/his designee will determine if the written decision will be stayed pending the outcome of the appellate decision. Appeals will be limited to any of the following bases: • A procedural irregularity that affected the outcome of the matter; New evidence that was not reasonably available at the time the written decision was issued that could affect the outcome of the matter; or The Title IX Coordinator, Investigator(s), or Decision-Maker had a conflict of interest or bias that affected the outcome of the matter. or her/his designee will notify both parties in writing if an appeal is received alleging one of the bases for appeal above. Both parties will be given an opportunity to submit a written statement in support of, or challenging, the written decision. The parties' written statements must be submitted within five (5) calendar days of notice of the appeal. Retaliation: Retaliation against a person who reports sexual misconduct, assists someone with a report of sexual misconduct, or participates in any manner in an investigation or resolution of a sexual misconduct report is strictly prohibited. Retaliation includes threats, coercion, discrimination, intimidation, reprisals, and/or adverse actions related to employment or education. Any individual who believed they have been retaliated against in violation of this Policy should immediately contact the District's Title IX Coordinator, [insert name and contact information for Title IX Coordinator]. Sincerely, [name(s) and title(s) of decision-maker(s)) Date

#### **Appeal Form**

[to be filled out by a party wishing to appeal the initial determination/sanction]

Name of Appealing Party:
Role in complaint: [Complainant or Respondent]
Date:
I,, hereby appeal the written decision on the grounds that (check at least one):
A procedural irregularity affected the outcome of the matter. The facts supporting this appeal are (attach additional pages if needed):
New evidence was not reasonably available at the time the written decision was issued that could affect the outcome of the matter. The facts supporting this appeal are (attach additional pages if needed):
The Title IX Coordinator, Investigator(s), or Decision-Maker(s) had a conflict of interest or bias that affected the outcome of the matter. The facts supporting this appeal are (attach additional pages if needed):
I hereby affirm that the foregoing is true and correct to the best of my knowledge.
Signature of appealing party

#### **Notice of Appeal**

[to be provided simultaneously to both Complainant and Respondent]

[date]

Dear [party name]:

This is a notice that a timely appeal has been filed by [name of appealing party] challenging the decision issued by [name and title of initial decision-maker] in the formal sexual harassment complaint made by [Complainant's name] against [Respondent's name].

This appeal alleges that [state the basis for appeal provided on the appeal form and briefly summarize the allegations of the appealing party].

This appeal will be reviewed by [name and title of appeal decision-maker]. You have the right to provide a written statement to [the appeal decision-maker] in support of, or challenging, the written decision. Please submit your written statement [indicate whether in-person, email, or other] within five (5) calendar days of the date of this letter.

If you have any questions, please let me know.	
Sincerely,	
0.40	
[name, title, contact information]	

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#### **Determination on Appeal**

[to be delivered simultaneously to both Complainant and Respondent]

[date]

Dear [party name]:

I have carefully considered the appeal filed by [name of appealing party], challenging the written decision on the complaint of sexual harassment made by [complainant's name] against [respondent's name].

Based on my review of this matter, it is my determination that the decision should be [affirmed – OR-reversed – OR – modified as follows... - OR – this matter should be remanded back to the investigator or decision-maker to take the following actions...]. I reached this determination [for the following reason(s) – brief description of rationale]. Pursuant to District policy, this decision is final and is not subject to further appeal.

Retaliation against any individual who files or otherwise participates in bringing a complaint is strictly prohibited under federal and state law, as well as District policy. Founded acts of retaliation will result in disciplinary action up to and including termination. Any individual who believes they have been retaliated against for participation in this process should report any concerns immediately to

incerely,	
Name and Title of Appeal Decision-Maker]	

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#### Informal Resolution

[to be provided to Complainant and Respondent by Title IX Coordinator]

[date]

Re: Informal resolution of complaint involving [complainant's name] and [respondent's name]

Dear [party name]:

This letter sets forth information about the District's informal resolution process. If both parties consent, this process may help you reach a mutually acceptable resolution to the formal complaint.

The formal complaint made by [complainant's name] alleges that [respondent's name] [include the allegations in the formal complaint].

To resolve this complaint, the Title IX Coordinator will meet separately with each party to gather information relevant to the complaint and discuss possible ways to resolve the complaint. If the parties agree to a resolution, the Title IX Coordinator will draft a resolution agreement to be reviewed by both parties. Each party may sign the resolution agreement if they voluntarily agree to the terms. Once the agreement is signed by each party, it is final and is not subject to appeal.

Either party may withdraw from informal resolution at any point <u>prior to</u> signing the resolution agreement. The Complainant may then decide whether to proceed with the formal grievance process under District policy (including investigation and determination of responsibility) or to withdraw the formal complaint. Supportive measures may be provided during informal resolution, during a formal grievance, and/or after the formal complaints is resolved, dismissed, or withdraw.

The Title IX Coordinator will retain a copy of the formal complaint and any resolution agreement for a period of seven (7) years following the closure of the complaint. In order to promote honest, direct, communication, information disclosed during informal resolution will remain confidential, except where disclosure may be required by law or authorized in connection with duties on behalf of the District.

If you have any questions, please let me know. Otherwise, if you voluntarily agree to participate in the informal resolution process, please sign below.

Sincerely,	
[name], Title IX Coordinator	
By signing below, I, [party name], hereby keresolution to the complaint identified above	nowingly and voluntarily agree to participate in informal e.
Signature	Date

#### **Notice of Dismissal**

[to be provided simultaneously to Complainant and Respondent upon dismissal of a formal complaint]

[date]

Dear [party name]:
This letter hereby notifies you that the sexual harassment complaint filed on [date] is being dismissed be the District for the following reason [check one]:
<ul> <li>The conduct alleged in the complaint would not constitute sexual harassment as defined in Section II of this policy, even if proved;</li> <li>The conduct alleged not occur in the District's education program or activity; or</li> <li>The conduct did not occur in the United States.</li> <li>The Complainant notified the Title IX Coordinator in writing that the Complainant wished to withdraw the formal complaint or any allegations;</li> <li>The Respondent is no longer enrolled or employed by the District; or</li> <li>Specific circumstances exist that prevent the District from gathering evidence sufficient to reach a determination as to the formal complaint or allegations. These circumstances are:</li> </ul>
This dismissal may be appealed by submitting a written appeal to [name, title, contact information of designated appeal decision-maker] within five (5) calendar days of the date of this Notice of Dismissal. Appeals are limited to the following grounds:
<ul> <li>A procedural irregularity that affected the outcome of the matter;</li> <li>New evidence that was not reasonably available at the time this dismissal was issued that could affect the outcome of the matter; or</li> <li>The Title IX Coordinator, Investigator(s), or Decision-Maker had a conflict of interest or bias that affected the outcome of the matter.</li> </ul>
Even after dismissal of a formal complaint from the District's Title IX grievance process, the District may still (1) offer supportive measures to either party and/or (2) investigate and resolve the complaint unde any other applicable District policy or process. You will be notified if the District intends to take further action on this complaint.
If you have any questions, please let me know.
Sincerely,
[Name_title_contact information for Title IX Coordinator]

#### **Documentation of District Response**

[to be completed and maintained by Title IX Coordinator for 7 years for record-keeping purposes]

[date]					
Complaint Information:					
Complainant name:					
Respondent name:					
Was a formal complaint filed?					
If so, on what date?					
District Response:					
Were supportive measures provided to Complainant? If so, list all supportive measures that were provided.					
If not, please explain why it was not clearly unreasonable for the District not to provide Complainant with supportive measures.					
What other steps were taken in response to the report or formal complaint? E.g., resolved through informal resolution, resolved through formal grievance process (indicate whether founded or unfounded).					
What sanctions were issued as a result of the report or formal complaint, if any?					
What remedies were issued as a result of the report or formal complaint, if any?					
In light of the above, do you believe the District's response was not deliberately indifferent? Briefly explain.					

[Name], Title IX Coordinator

#### STUDENT ABSENCES - EXCUSED

Regular attendance by students is essential for students to obtain the maximum opportunities from the education program. Parents and students alike are encouraged to ensure an absence from school is a necessary absence. Students will attend school unless excused by the principal of their attendance center.

Student absences approved by the principal are excused absences. All schools will accept parentally excused absences for up to five (5) days during a semester. Excused absences will count as days in attendance for purposes of the truancy law. These absences include, but are not limited to, personal illness, medical or legal appointments, attendance at a funeral, religious observations or instruction, family emergencies, appointments that cannot be scheduled outside the school day, and school-sponsored or approved activities.

The district believes that traditional, in-person school attendance leads to the greatest learning opportunities for students. However, there may be rare and unusual circumstances created by public emergencies declared by state or local officials which temporarily prevent students from attending traditional, in-person school. In these circumstances, the district may provide parents and students the option to attend school through remote learning opportunities within the available resources of the district and as permitted by law. The superintendent or designee will also have discretion to make reasonable accommodations for students, on a case-by-case basis. During approved remote learning, attendance will be taken, assessments may be administered, and grades will count towards students' cumulative grade point average as if they were attending in person. The provision of special education and accommodations for students who have individualized education programs (IEPs) or Section 504 plans will be determined by each respective IEP or Section 504 team.

#### **Excused Absence:**

a. If an absence is excused, the student...

Students whose absences are approved shall be permitted to make up all missed assignments outside of class under reasonable conditions and time limits established by the appropriate teacher. An exception is that in participation-type classes, a student's grade may be affected because of the student's inability to make up the activities conducted during a class period. A student shall be allowed one make-up day for each day of absence. It is the responsibility of the student to initiate a procedure with the student's teacher to complete the work missed.

b.

If a student is confined to home or hospital for an extended period, the school shall arrange for the accomplishment of assignments at the place of confinement whenever practical. If the student is unable to do his/her schoolwork, or if there are major requirements of a particular course which cannot be accomplished outside of class, the student may be required to take an incomplete or withdraw from the class without penalty.

Students participating in school activities must be present for each class of the school day. Students participating in school-sponsored activities (e.g., field trips, athletic events, school arranged college visits, job shadowing, activity events) will not be recorded as an absence on the student's attendance record.

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It is the responsibility of the parent to notify the student's attendance center as soon as the parent knows the student will not be attending school on that day. The principal may request evidence or written verification of the student's reason for absence.

It is the responsibility of the superintendent, in conjunction with the principal, to develop administrative regulations regarding this policy.

Legai Keierence:	34 C.F.R. sec. 300				
J	28 C.F.R. Pt. 35				
	Iowa Code §§ 294.4; 299.				
	281 I.	A.C. 12.3(4).			
Cross Reference:	501	Student Attendance			
	503	Student Discipline			
	504	Student Activities			
	506	Student Records			
Approved		Reviewed	Revised		



# New Policy APPROPRIATE USE OF ONLINE LEARNING PLATFORMS

It is important to embrace technology that can foster a creative, interactive learning environment for students, and facilitate employee professional development and collaboration. The use of online platforms to host remote interaction between students and employees and to facilitate learning is encouraged in the district.

While student and employee instruction and communication using virtual and online platforms provides a wide array of learning opportunities, it is imperative that employees and students recognize that the use of such platforms is a privilege. Training related to the use of online learning platforms will be provided to employees and students.

The district shall carefully safeguard the right of students and employees to learn and teach in a respectful environment regardless of the method. All instruction and communication through online learning platforms should be appropriate to the age and ability of the participants. Students and employees should be aware that online platforms may be monitored by the district. Verbal and written communication occurring on these platforms may be recorded and stored by the district in accordance with applicable laws.

Any verbal or written communication on these platforms deemed to be inappropriate will subject the student and/or employee to the same disciplinary measures that would exist if the interaction took place through traditional in-person learning. Students and employees who have concerns about the proper use of these platforms are encouraged to speak with their teachers or building principal. The superintendent will make administrative regulations necessary to enforce this policy.

Legal Reference:	20 U.S.C. §1232g; 34 C.F.R. Part 99 47 U.S.C. §254 20 U.S.C. §6777 Iowa Code §§ 715C				
401.13 Staff Technology Use/Social Networking					
506.1 Student Records					
605.4 Technology in the Classroom					
605.6 Internet Appropriate Use					
501.6 Student Transfers In					
Approved	Reviewed	Revised			

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# NEW POLICY DISTRICT OPERATION DURING PUBLIC EMERGENCIES

The district believes that student learning is the heart of its core mission. While traditional inperson teaching continues to provide the greatest learning opportunity to all students, there may be rare and unusual circumstances that prevent the school community from convening in traditional in-person settings. At times of a public emergency declared by federal, state or local officials, the district will seek guidance and recommendations from federal, state and local agencies to assist in determining the safety of convening traditional in-person learning.

[During a declared public emergency, the school board delegates to the Superintendent the authority to determine whether to close school buildings to traditional in-person learning if the Superintendent determines in-person learning would hinder the health and safety of the school community. The district will instead utilize remote or hybrid learning opportunities permitted by law.]

Or

[If, due to the public emergency, the school board determines that holding traditional in-person learning at district facilities would hinder the health and safety of the school community the district will instead utilize remote or hybrid learning opportunities permitted by law.]

Following guidance and recommendations from federal, state, and local agencies when reasonably possible, the administration will create regulations related to district operations during a public emergency, including, but not limited to, student, employee and visitor safety and security; the use and safeguarding of district property; public meetings and events, and when applicable, measures to prevent or slow the spread of infectious disease.

These measures will be enforced for the period of time of the public emergency, or until the [school board and] superintendent, in consultation with federal, state and local agencies determine it is appropriate for the safety measures to end.

Legal Reference:	Senate File 2310 Iowa Code ch. 279.8				
Cross Reference:	403.3 506 507	Communicable Diseases - Employees Student Records Student Health and Well-Being			
Approved		Reviewed	Revised		



#### NEW POLICY DISTRICT OPERATIONS DURING A PUBLIC HEALTH EMERGENCY REGULATION

During a public health emergency, the district will seek guidance and recommendations from federal, state and local agencies that monitor and respond to the emergency. The district will follow any mandatory closures or other mandatory measures imposed by such agencies.

The superintendent, in conjunction with relevant government agencies and/or athletic and activity associations, will determine under what circumstances the district will restrict or cancel in-person learning, student events or activities including sporting events, extracurricular clubs or meetings for students, and the use of district facilities by outside organizations.

The district will promote and follow other recommended measures and guidance from federal, state and local agencies to the extent reasonably practicable under the circumstances. These measures may include, but are not limited to the following:

On-line learning, hybrid models of learning, or modified in-person learning may occur dependent on the circumstances and in accordance with applicable law.

Hand washing and any other recommended hygiene practices will be taught to all students and employees.

Non-medical-grade face masks are encouraged and may be required to be worn by all individuals on school grounds, including students, employees, visitors and volunteers. Masks will be provided to individuals who request them. Reusable masks should be washed regularly by individuals wearing them.

Employees, volunteers and students are encouraged to monitor their temperatures each morning prior to traveling to any school building or event. Individuals with a temperature over 100.3 degrees may not enter school buildings or attend school events.

Due to the increased cost to the district of providing additional cleaning and disinfecting measures, and in order to preserve cleaning supplies for school use during the time of a public health emergency, the superintendent has discretion to restrict the use of school buildings and facilities for non-school groups in a neutral and non-discriminatory manner. The superintendent may also require, as a condition of using district facilities, non-school groups to provide the school district with EPA-approved cleaning and disinfecting supplies to properly clean and disinfect the space used after each event or reimburse the district the actual cost of school personnel time needed to clean and disinfect school facilities after the event.



# RED OAK IMMERSED LEARNING PROGRAM POLICY AND PROCEDURE MANUAL



# OPTIONS FOR STUDENTS IN THE RED OAK COMMUNITY SCHOOL DISTRICT

### RED OAK COMMUNITY SCHOOLS

2020-21

Instructors:
Brett Eubank
eubankb@redoakschools.org
Tiegen Podliska
podliskat@redoakschools.org



#### WELCOME

Welcome to the Immersed Learning Program! We are pleased that you have chosen to be a part of our educational group. You are important to us because you have decided to complete your formal education in the Immersed Learning Program. The path you are traveling will lead to personal satisfaction and productive citizenry.

You possess the ability to make important decisions and to function as a mature, responsible adult. In a very real way you will be responsible for designing your educational plan and for creating the learning environment. Your educational programs should meet your needs because it will be designed by you. Your individualized educational plan will provide the opportunity for successful attainment of your personal goals and aspirations.

In the Immersed Learning Program, emphasis will be on academic achievement, personal/social growth, career development, and lifelong learning. All instruction is intended to move you toward greater personal and academic achievement. Your academic, personal, social, and vocational experiences will help you gain the competencies necessary for life in a technological society. Your enrollment in this unique and innovative program is truly important. That's why you are important! Thanks for choosing to enroll.

#### MISSION STATEMENT

Excellence for All . . . Whatever It Takes!

#### PROGRAM VISION

The Red Oak Immersed Learning Program serves to ensure that every young person may find a path to the educational goals of the community.



#### **OVERVIEW**

The program is designed to meet the needs of learners who require a format different from the traditional high school program. The Program offers a flexible program of study in a supportive atmosphere. Students are provided an opportunity to develop lifelong learning skills, responsibility, accountability, and self esteem. They are expected to view themselves as successful and capable individuals who are in charge of their academic, personal, social, and career development. Students are strongly encouraged to develop behaviors, values, and skills which will enable them to live in today's complex society as healthy, happy and productive citizens.

The Program will prepare students for post-high school life by developing positive attitudes toward education and focusing on realistic and attainable goals. Students will set goals, share responsibilities, solve problems, learn academic and social skills and have FUN. All courses will stress the importance of a strong academic background for continued education of future employment. Students will be expected to demonstrate increasing control over their lives and to plan and prepare for life beyond high school. High school graduation is a realistic goal for all students, but productive citizenry is the ultimate expectation.

Students are allowed to take school work home on a limited basis. Students are only able to check out one book on any given night. Students will not be able to take home work until they have demonstrated consistent attendance.



#### HIGH SCHOOL DIPLOMA PROGRAMS

#### ADMISSION POLICY

Youth, ages 15-20, may apply for admission to the program. Because of limited space an enrollment limit may be established.\* Therefore, admission will be based on availability, the student's previous educational history and background, and the student's desire to complete the academic requirements for a high school diploma.

Criteria for enrollment is as follows:

- 1. Application
- 2. Screening Committee
  - a. Screening Committee will meet prior to each term to determine enrollment
- 3. Based on successful screening and approval to join program students and parent/guardian will then have a required orientation with program staff.

#### ACADEMIC REQUIREMENTS

Students will be required to meet the same graduation requirements as students in the traditional high school. Currently 52 credits are required for high school graduation.

#### **ACADEMIC PROGRESS POLICY**

Graduation is the ultimate goal of enrolling in the Immersed Learning Program. Working toward that goal is something we must maintain and encourage all students to do.

Students must show progress in their classes. Students are expected to be completing 6 academic classes every semester. Each term (30 school days), students are evaluated on the amount of work completed. If students have not completed the equivalent of 2 classes in this time (or the equivalent of 1 class every 15 school days), this standard is not being met. As a result, the student will be placed on academic probation. This probation will last the following 30 day term. During the probationary term the student must meet the standard academic progress of completing 2 classes each term.\*

If the student does not meet the requirements of probation, the student may be dropped for the following term. After that time, the student may re-apply to the Immersed Learning Program. If the student is dropped again in the same school year, they will not be eligible to re-enroll until the next school year.

<sup>\*</sup>If the enrollment limit has been reached, applicants will be placed on a waiting list.

#### ATTENDANCE POLICY

Attendance is necessary to be successful in school. The reasons for not attending may vary a great deal, but the bottom line is — one must be here in order to make significant progress.

Except for unusual circumstances, students are expected to be in school every day. If the student's attendance percentage at the end of any term falls below 80%, the student will be placed on attendance probation. This probation will last the following 30 day term. During the probationary term the student must meet the standard attendance policy of 80% attendance for each term.\*

If the student does not meet the requirements of probation, the student may be dropped for the following term. After that time, the student may re-apply to the Immersed Learning Program.

\*The Screening Committee reserves the right to modify these requirements as needed.

#### PHYSICAL EDUCATION

All students will be required to participate in physical education activities. This is usually done using an individual PE contract.

#### **STRUCTURE**

Classes are in session the same days of the Red Oak High School. The Immersed Learning Program day begins at 9:41 a.m. and runs until 3:15 pm. Lunch will take place from 12:47-1:13. Students are expected to attend the entire school day. Students working at least 10 hours a week will be allowed to dismiss at 12:47. Students will need to provide documentation of work hours on a weekly basis in order to continue being dismissed at this time. The school day may be adjusted for individual students when circumstances arise. This will be on an individual basis.

The school year is broken down into 6 academic terms that consist of approximately 30 school days. Each semester consists of 3 terms. Grades are awarded at the end of the 1st and 2nd semesters.

Students will be allowed to enter the Immersed Learning Program at the start of each 30 day term, however, individual circumstances will be considered for entry at other times of the year.

#### **CAREER COMPONENT**

All students are encouraged to take classes that relate to the world of work. Students also have the opportunities to participate in post secondary planning groups that focus on financial aid, career choices, and schooling choices.

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#### **LUNCH TIME PROCEDURES**

The students will be allowed to eat lunch in the cafeteria during "C" lunch. Students are allowed to bring their lunch and eat in the cafeteria as long as it is not a distraction to those around them.

#### STUDENT CLASSROOM ENVIRONMENT

The classroom should be a place that allows students to work without distraction. Students that are causing distractions are not only hurting themselves by not working, but they are also being a hindrance to those around them. This will not be tolerated. Students will be told to stop the behavior. If a student is unable to stop with the behavior, they may be moved in the classroom or ultimately asked to leave for the day and lose their attendance for the day.

#### **DUE PROCESS**

Prior to being laid off from classes, the instructor will contact the student. At that time, the student will be given oral and/or written notice of what the student is accused of doing. During the meeting the student shall be told the basis for the accusation and shall be confronted with the evidence relied upon by the instructor making the decision. The student may give their side of the story at the meeting, and may have their parent or guardian present at this meeting if they desire.

#### **ACTIVITIES POLICY**

If in good standing both in regards to attendance and academic progress students will be allowed to partake in all school activities with screening committee approval.\*

#### **ELECTIVE POLICY**

If in good standing both in regards to attendance and academic progress students will be allowed to apply to partake in elective courses not available through the Immersed Learning Program. This is up to the discretion of the screening committee and course availability.\*

\* 5th year seniors are not eligible to participate in activities or elective coursework.

#### OTHER POLICIES

Any other rules or regulations not addressed in this handbook are addressed in the Red Oak Community High School Handbook. Students that attend the Immersed Learning Program are still held accountable to the rules and policies of the Red Oak Community School District.



#### Tammi VanMeter

From: Justin Williams <williamsj@redoakschools.org>

Sent: Friday, September 4, 2020 10:43 AM

To: Tammi VanMeter

Cc: Nathan Perrien; Ron Lorenz

Subject: Fwd: Immersed Learning Program Policy and Procedure Manual - Invitation to edit

Hello and Happy Friday!

The following is an updated and revamped handbook for the ROIL program (alternative program) . In discussing this with Mr. Perrien he suggested that we place this on the board agenda sometime soon for approval.

Thanks,

Justin

----- Forwarded message -----

From: Tiegen Podliska (via Google Docs) < drive-shares-noreply@google.com>

Date: Fri, Sep 4, 2020 at 10:01 AM

Subject: Immersed Learning Program Policy and Procedure Manual - Invitation to edit

To: <williamsj@redoakschools.org>

podliskat@roschools.org has invited you to edit the following document:

×

#### Immersed Learning Program Policy and Procedure Manual

Open in Docs

podliskat@roschools.org is outside your organization.

Google Docs: Create and edit documents online.

Google LLC, 1600 Amphitheatre Parkway, Mountain View, CA 94043, USA

You have received this email because podliskat@roschools.org shared a document with you from Google Docs.

x ====



#### Tammi VanMeter

From: NetPost@AesopOnline.com

Sent: Friday, September 4, 2020 12:21 PM

To: Tammi VanMeter

**Subject:** Absence Needing Approval - Drey, Debra

An absence that needs approval has been created for Debra Drey. (Business Manager).

Starting: 09/08/2020 Number Of vacancies: 1 Requires Substitute: No

Reasons: Illness,

Click here to view this absence:

http://www.aesoponline.com/navigator/default.asp?oxrf=50422&url=/navigator/absenceModify.asp?TB1=TAB6%26TB2 =%26absr\_id=418328924

Click here to view a list of absences needing approval:

http://www.aesoponline.com/navigator/default.asp?oxrf=50422&url=/navigator/abs\_ApproveList.asp?TB1=TAB7%26st artdate=%26enddate=09/08/2020%26status=0,%202

Please do not reply to this system generated message. If you need help or have additional questions, please send an email to mailto:dreyd@roschools.org.

Thank you for using the Substitute assignment system. Powered by Aesop.



 $Services \ (https://directory.iowa.gov/service/Index?\_ga=1.101492737.1604613096.1488473035\&ia\_slv=1599242363278)$ 

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Educational

Social Intros://directory.iowa.gov/social/Index?ia\_slv=1599242363278)

Examiners

(https://www.iowa.gov/search/google?ia\_slv=1599242363278)

# Search License

Home Page (http://www.boee.iowa.c

Online License Search/Verification (/LicenseSearchPage)

# Mckaela Brianne Magneson

#### Licensee Information

**Applicant Folder Number** 1023864

**License Type** 

Coaching Authorization

**Expiration Date** 

09/02/20

**Public Notes** 

**Endorsement** 

Athletic Coach - 1011 - 1011



# 2020 Legislative Resolutions Iowa Association of School Boards

The Board has been asked to identify up to four priority issues relative to IASB's 2020 Legislative Resolutions:

#### STUDENT ACHIEVEMENT AND ACCOUNTABILITY

#### 1. RESEARCH-BASED INITIATIVES

Supports implementation of initiatives in Iowa's Pre-K-12 education system that:

- Are research-based;
- Are focused on student achievement, and;
- Do not "re-purpose" existing education funds.

#### 2. STANDARDS AND ACCOUNTABILITY

Supports continued progress in the development of rigorous content standards and benchmarks that reflect the real-world knowledge and skills students need to graduate from high school prepared for college or to enter the workforce, including the following state actions:

- Provide and fund technical assistance to help school districts fully implement the Iowa Core Content Standards which define what students should know and be able to do in math, science, English language arts, social studies, and 21st Century skills in areas such as financial and technological literacy.
- Adopt high-quality summative and formative assessments, aligned to the skills students should know and be able to do to succeed globally and locally.
- Support research-based professional development that provides educators with training, support and time to work together so that they can successfully teach a rigorous curriculum to all students. Ensure that curriculum decisions about how to teach remain in the hands of local schools and teachers. Include and fund all the components of successful standards systems: assessments aligned to high expectations, improved and aligned instruction and quality professional development.
- IASB supports development of model content standards, recommended assessments and professional development supports in additional content areas but opposes expanding accountability, reporting and accreditation requirements in these areas.

#### 3. PRESCHOOL

Supports continued funding to ensure that all 4 and 5-year-olds have access to the Statewide Voluntary Preschool Program.

Supports an increase in funding from the current weighting of 0.5 to 1.0 full-time equivalent to increase the ability of districts to provide services such as full-day programming and



transportation to ensure that all 4 and 5-year-olds have the ability to attend the Statewide Voluntary Preschool Program.

Districts should be given maximum flexibility to assign costs to the program.

#### 4. EARLY LITERACY

Supports the continued development of and funding for research on best practices for improving proficiency in early literacy strategies.

Supports continued funding for professional development and classroom intervention strategies focused on implementing best practices for early literacy in grades PK-3.

Supports the continuation of programs currently funded by the early intervention block grant program with flexibility to use those funds for other K-3 literacy programs if approved by the school board.

Supports additional funding for programs designed to ensure that all students meet literacy expectations by the end of 3rd grade.

#### 5. ENGLISH LEARNERS

Supports sufficient and on-time funding for English-learners (EL) until the students reach proficiency

#### 6. DROPOUT/AT RISK

Supports the inclusion of dropout prevention and funding for at-risk students in the foundation formula and the inclusion of socio-economic status as a factor in determining a student's at-risk status. Opposes changes to the compulsory age of attendance unless sufficient funds are provided to implement strategies to retain those students.

#### 7. MENTAL HEALTH

Supports efforts to establish comprehensive community mental health systems to offer preventative and treatment services and comprehensive school mental health programs that include:

- In-school and telehealth access for students to mental health professionals;
- Creation of a categorical funding stream designated for mental health professionals;
- Reimbursement by Medicaid and private insurers for in-school services;
- Ongoing teacher, administrator, and support staff training to improve the awareness and understanding of child emotional and mental health needs;
- Integration of suicide prevention and coping skills into existing curriculum;
- Expanding state-funded loan forgiveness programs to include mental health professionals who agree to provide services to schools; and
- An ongoing mental health resources clearinghouse for schools and community providers.

#### 8. SPECIAL EDUCATION - STATE

Supports predictable and timely state funding to serve students receiving special education services at a level that reflects the actual cost including educational programming and health care costs.

#### 9. SPECIAL EDUCATION - FEDERAL

Supports federal commitment to fund 40 percent of the cost of educating students receiving special education services, and requests that the federal government fulfill that commitment by increasing funding a minimum of 8 percent per year until the 40 percent figure is achieved.

#### **10. AREA EDUCATION AGENCIES**

Supports full funding of the area education agencies to provide essential services in a costeffective manner to school districts including, but not limited to:

- special education;
- technology;
- professional development;
- curriculum assessment; and
- student assessment data analysis.

#### 11. SCHOOL CALENDARS

Supports the authority of locally elected school boards to determine the school calendar to best meet student needs, including start dates, year-round schools, and other innovations.

#### **EDUCATOR QUALITY**

#### 12. TEACHER LEADERSHIP AND DEVELOPMENT

Supports research-based programs and funding to develop strong instructional leadership including:

- teacher leadership and development
- beginning teacher mentoring programs
- quality professional development programs.

#### 13. MARKET-COMPETITIVE WAGES

Supports providing school districts with incentives and the flexibility to pay market competitive wages for shortage area positions, especially in the areas required to meet graduation and Iowa content standards.

#### 14. BENEFITS

Supports allowing school districts to voluntarily enroll their employees in the state's health, dental and life/long-term disability insurance pools.

#### 15. TEACHER RECRUITMENT & LICENSURE

Supports additional tools to attract individuals to the teaching profession, especially for teacher shortage areas including:

- Alternative teacher licensure upon completion of research-based teaching pedagogy training in addition to content knowledge in a curricular area;
- Pathways for individuals with non-traditional educational backgrounds to meet licensure qualifications;
- Reciprocity agreements with other states with high-quality education programs so as to increase diversity among our certified teachers and administrators;
- Expansion of programs such as: Teach Iowa Scholar, Troops to Teachers, Teacher Intern
   Program, and others as approved by the Board of Educational Examiners; and
- Programs designed to recruit teachers that will better match the demographic makeup of our student population.
- Advocate for funding of loan forgiveness programs and grants that will make education careers a viable option.

#### **16. STAFF REDUCTIONS**

Supports giving school districts and AEAs the option to waive the termination requirements in lowa Code Section 279.13 to reduce staff in response to reductions in funding.

#### 17. LABOR/EMPLOYMENT LAWS

Supports labor and employment laws that balance the rights of the employees with the rights of management, with an emphasis on student achievement and student safety.

#### FISCAL RESPONSIBILITY AND STEWARDSHIP

#### 18. SCHOOL FUNDING POLICY

Supports a school foundation formula that:

- Provides sufficient and timely funding to meet education goals;
- Equalizes per pupil funding;
- Provides a funding mechanism for transportation costs that reduces the pressure on the general fund and addresses inequities between school districts;
- Includes factors based on changes in demographics including socio-economic status, remedial programming, and enrollment challenges;
- Reflects actual costs for special education services;
- Incorporates categorical funding in the formula within three years; and
- Includes a mix of state aid and property taxes.

#### 19. SUPPLEMENTAL STATE AID

Supports setting supplemental state aid:

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- At a rate that sufficiently supports local districts' efforts to plan, create and sustain world-class schools;
- For FY 2021, by January 31, 2020; and
- For FY 2022 and future budget years, at least 14 months prior to the certification of the school's district budgets.

Setting supplemental state aid within the statutory requirements allows districts to make sound financial decisions on programs, staffing levels, and providing the best possible education to all students.

IASB supports a formula driven method for establishing the supplemental state aid growth rate if it is not set within the statutory requirements.

#### **20. PROPERTY TAXES**

Supports holding school districts harmless in property tax restructuring. Supports efforts to minimize property tax disparities created by the additional levy rate without compromising additional resources to school districts. Supports improved transparency and limits on the use of Tax Increment Financing (TIF) including the following requirements:

- To receive input from all affected taxing bodies before creation of a TIF district;
- To limit the duration of all TIF districts.

#### 21. BOND ISSUES

Supports allowing school bond issues to be passed by a simple majority vote.

Supports the authority to levy a combination of property taxes and income surtaxes to pay the indebtedness.

Supports legislation to clarify that revenue bonds do not count toward a 5 percent statutory debt limit.

#### 22. SPECIAL LEVY FUNDS

Supports flexibility in the use of special levy funds.

#### 23. TAX BASE

Supports an independent, bi-annual cost-benefit analysis of all income, sales or property tax exemptions, credits or deductions. Creation of a new tax credit must undergo an independent cost-benefit analysis. IASB supports elimination of any tax credits that are deemed not effective and redirect any revenue increases from the elimination of those credits to enhance funding for public education.

Supports the legislature having sole authority to make revisions to definitions that impact taxes, restrict future tax bases or provide additional tax breaks that decrease revenue to the state and either directly or indirectly impact tax revenue for schools.

Opposes a constitutional amendment or statewide voter referendum that would limit taxes, spending or local control impacting education.

#### 24. FRANCHISE FEES

Opposes the imposition of franchise fees on school corporations unless the board of directors agrees to such a fee.

#### 25. UNFUNDED MANDATES

Opposes mandates that do not provide adequate and direct funding for successful implementation.

#### **GOVERNANCE**

#### 26. LOCAL ACCOUNTABILITY AND DECISION-MAKING

Supports providing local school boards with decision-making authority regarding methods to accomplish desired educational outcomes. IASB opposes overly restrictive or inefficient limitations which inhibit innovation, efficiency, and the ability of school boards to meet local needs. Local accountability and decision-making includes:

- Student Achievement: As locally elected officials, school boards should have the ability to set priorities, customize programming, and maximize community strengths to improve outcomes for all students;
- Accountability & Reporting: Data collection for state accountability should enhance the ability of school boards to focus on student learning and school improvement. IASB supports streamlining state-level reporting on management operations and eliminating duplicative or inefficient reporting processes;
- Funding flexibility: School boards should have the ability to maximize existing resources to meet local needs:
- Transparency: School boards should have flexibility to provide public access to records in ways that promote transparency for citizens while balancing the cost to taxpayers.

#### 27. EXPANDING EDUCATIONAL OPPORTUNITIES

Supports providing the flexibility to expand educational opportunities and choices for students and families. Educational options must remain under the sole authority of locally elected school boards charged with representing community interests and accountability. IASB supports efforts including:

- Investment in magnet and innovation schools; expansion in flexible program offerings; and greater partnerships among schools and community organizations
- Establishment of charter schools;

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Establishment or use of on-line schools or classes.

Supports opportunities for continued collaboration between public and non-public schools; however, the association opposes the use of additional taxpayer funds for the creation of vouchers or educational savings accounts or an increase in tax credits or deductions directed toward non-public schools.

#### 28. ELECTIONS

Supports a minimum of four special election dates per calendar year for bond referendums, votes on levies and revenue purpose statements and filling school board vacancies.

#### 29. SHARING AND REORGANIZATION

Supports continuation of sufficient incentives and assistance to encourage sharing or reorganization between school districts including the establishment of regional schools.

#### 30. HOME SCHOOL REPORTING

Supports requiring parents/guardians home-schooling their children without the support of a certified teacher to register with their public-school attendance centers.

