

Shenandoah Community School District Board of Directors  
Shenandoah Administrative Board Room  
August 8, 2022 – 5:00 p.m.  
Regular Meeting

Board Agenda

1. Call to Order
2. Roll Call and Determination of Quorum
3. Mission Statement: Read by Director Wooten
  - a. *The Shenandoah Community School District, in partnership with families and the community, will provide each student an educational environment that maximizes his or her potential to become responsible, successful citizens and lifelong learners in an ever-changing world.*
4. Welcome to Audience
5. Public Forum
6. Administrative Reports
  - a. Emergency Operations Plan
7. Consent Agenda
  - a. Minutes
  - b. Treasurer’s Report
    - i. Account Balances
    - ii. Unspent Authorized Budget Report
    - iii. Accounts Payable
  - c. Personnel Requests:  
Contracts:

*Haley Anderson	Assistant Girls Basketball	\$3,736
Brent Ehlers	IGNITE Health Content Specialist	\$6,000
Shalee McCollum	K8 Associate	\$14.24/hr
Julie Murren	After School Tutoring/Summer Interest Camp Coord.	\$25/hr
Brieanne Pester	K8 Associate	\$14.24/hr
Natasha Pfeil	K8 Associate	\$14.24/hr
Autumn Richer	K8 Associate	\$14.24/hr
Cera Sams	K8 Associate	\$14.24/hr
David Terry	Assistant Boys Basketball	\$3,736
Adam Wright	Assistant Boys Basketball	\$3,854
Darlene Wright	K8 Associate	\$14.24/hr

\*pending certification requirements are met

  
Resignations:

Krystal Adams	HS Associate
Brooke Erickson	Associate
8. Action Items
  - a. Approve Emergency Operations Plan
  - b. Appoint Delegate to IASB Special Delegate Assembly – Sept. 13<sup>th</sup> via Zoom
  - c. Approve Service Agreement with Johnson Controls for all Fire Services and Back Flow Testing beginning July 1, 2023
  - d. Approve Consortium Agreement with Council Bluffs CSD for students enrolled at Children’s Square or Heartland Family Services
  - e. Approve Southwest Iowa Apex Consortium Agreement with Glenwood CSD

- f. Approve Iowa Western Community College Academy Program Agreement
  - g. Approve Spirit Check Permission Agreement with First Heritage Bank
9. Informational Items:  
    Next Regular Meeting –September 19, 2022 at 5:00 p.m.
10. Adjournment

### Work Session

#### Board Agenda

- 1. Call to Order
- 2. Roll Call
- 3. Discussion Items:
  - a. Develop Board Goals
  - b. Identify IASB Legislative Priorities
- 4. Adjournment

**Shenandoah Community School District**  
**Minutes of the Regular Meeting of the Board of Directors – July 11, 2022**  
**May Center – Shenandoah High School**

**Call to Order:**

Board Vice President Adam Van Der Vliet called the meeting to order at 5:00 pm.

**Roll Call:**

Roll Call was answered by Directors Jean Fichter (via phone – out of town), Benne Rogers, Adam Van Der Vliet and Clint Wooten. Also present were Superintendent Dr. Kerri Nelson, School Business Official William Barrett and Board Secretary Lisa Holmes. Absent was Director Jeff Hiser.

**Mission Statement:**

The SCSD Mission Statement was read by Director Van Der Vliet.

**Welcome to Audience:**

Vice President Van Der Vliet welcomed everyone to the meeting.

**Open Forum:**

There was no public comment.

**Consent Agenda:**

Approve the consent agenda to include previous minutes, the financial accounts and the payment of bills. Personnel Requests: Contracts: Kirstin Baker, Elem Associate – \$14.24/hr; Christen Brown, Wrestling Cheer Sponsor - \$1,966; Brooke Erickson, Elem Associate - \$14.24/hr; Dana Johnson, Summer Custodial - \$15.00/hr; Jenifer Green, 4<sup>th</sup> Grade Teacher (second semester) – BA Step 1 pending proper licensure; Jordyn Lembrick, MS Volleyball – \$2,753. Resignations: Melissa Crawford, Associate; Angela Degase, Associate; Adrienne Hart, Associate; Kate Henderson, Associate. Contract Correction: Adam Wright, MS Baseball to 9<sup>th</sup> Grade Baseball. Motion to approve by Director Rogers, second by Director Wooten. Motion carried unanimously.

**Action Items:**

***Approve Milk Bid with Anderson Erickson (low bid):***

Motion to approve by Director Rogers, second by Director Wooten. Motion carried unanimously.

***Approve Student Fees for 2022-23:***

Director Fichter made a motion to eliminate textbook fees and activity fees for PK-12<sup>th</sup> grade for the 2022-23 school year, second by Director Rogers. Motion carried unanimously.

***Approve Activity Worker Wage at \$22.00:***

Motion to approve by Director Rogers, second by Director Wooten. Motion carried unanimously.

***Approve Internal Substitute Teacher Pay at \$25.00 per Class Period:***

Motion to approve by Director Wooten, second by Director Rogers. Motion carried unanimously.

***Approve Purchase of GrowSpan Round Premium Greenhouse for \$18,065:***

EMC Insurance will pay \$10,452.27 toward the replacement cost. Motion to approve by Director Rogers, second by Director Wooten. Motion carried unanimously.

***Accept Receipt of District Audit Report:***

Motion to accept receipt by Director Fichter, second by Director Rogers. Motion carried unanimously.

***Approve Paying for Tuition and Fees for Teachers Required to Obtain Licensure for Health and Special Education Strategist II ID:***

Director Fichter made a motion to pay for tuition and fees for teachers required to obtain licensure for health and special education strategist II ID, with a minimum three-year commitment to teach for the district or repayment will be required, second by Director Rogers. Motion carried unanimously.

***Approve Teacher Handbook:***

Motion to approve by Director Rogers, second by Director Wooten. Motion carried unanimously.

***Approve Support Staff Handbook:***

Motion to approve by Director Fichter, second by Director Rogers. Motion carried unanimously.

***Approve Coaching Handbook:***

Motion to approve by Director Rogers, second by Director Wooten. Motion carried unanimously.

***Approve Student/Parent Handbook:***

Motion to approve by Director Fichter, second by Director Rogers. Motion carried unanimously.

***Approve Preschool Handbook:***

Motion to approve by Director Wooten, second by Director Fichter. Motion carried unanimously.

***Approve IGNITE Handbook:***

Motion to approve by Director Rogers, second by Director Wooten. Motion carried unanimously.

***Approve High School Course Handbook:***

Motion to approve by Director Wooten, second by Director Rogers. Motion carried unanimously.

***Discussion Item (possible action):***

***Participation in the Community Eligibility Provision – Food Service:***

Participation in CEP will provide students with breakfast and lunch free of charge. Director Fichter made a motion to participate in the Community Eligibility Provision at the start of the school year with reevaluation to take place no later than December of 2022 to determine whether to continue for the remainder of the school year, second by Director Van Der Vliet. Motion carried unanimously.

***Closed Session:***

Director Rogers made a motion to go into closed session at 5:29 pm as provided by Iowa Code Section 21.5(i) to evaluate the professional competency of an individual whose appointment, hiring, performance, or discharge is being considered when necessary to prevent needless and irreparable injury to that individual's reputation and that individual requests a closed session, second by Director Wooten. Motion carried unanimously.

At 5:54 pm the board returned to open session. Director Wooten made a motion to accept the resignation of Logan Roberts and directed the superintendent to enforce board policy 407.2

which states an employee may be required to pay the board the cost of advertising incurred to locate and hire a suitable replacement, up to \$1000, second by Director Rogers. Motion carried unanimously.

**Informational Items:**

Next Regular Meeting – August 8, 2022 at 5:00 pm

**Adjournment:**

Motion by Director Rogers, second by Director Wooten to adjourn the meeting at 5:56 pm.

Motion carried unanimously.

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Board Secretary

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Board President

Shenandoah Community School District  
Minutes of the Special Meeting of the Board of Directors – July 11, 2022  
May Center – Shenandoah High School

**Call to Order:**

Board Vice President Adam Van Der Vliet called the meeting to order at 5:58 pm.

**Roll Call:**

Roll Call was answered by Directors Jean Fichter, Benne Rogers, Adam Van Der Vliet and Clint Wooten. Also present were Superintendent Dr. Kerri Nelson and Board Secretary Lisa Holmes. Absent was Director Jeff Hiser.

**Approval of Agenda:**

Motion by Director Fichter, second by Director Rogers. Motion carried unanimously.

**Closed Session:**

At 6:00 pm Director Wooten made a motion to go into closed session to receive an update regarding disciplinary action against a student as provided by Iowa Code Section 21.5(1)(e) and to review and discuss records which are required by state or federal law to be kept confidential as provided by Iowa Code Section 21.5(1)(a). Director Fichter seconded the motion. Motion carried unanimously.

**Action Item:**

The board returned to open session by consensus at 6:17 pm. Director Rogers made a motion that the Board accept the superintendent's recommendation allowing the student who was the subject of the readmission hearing to be readmitted to the High School with no restrictions, beginning August 1, 2022. Director Fichter seconded the motion. Motion carried unanimously.

**Adjournment:**

Motion by Director Rogers, second by Director Wooten to adjourn the meeting at 6:18 pm. Motion carried unanimously.

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Board Secretary

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Board President









**SHENANDOAH COMMUNITY SCHOOL  
CALCULATION OF MISCELLANEOUS INCOME  
2022-2023**

	STATE AID/ SRCIPVR (CNI)	TLC/FOUR YEAR-OLD STATE AID/TSS/ EARLY INTERVENTION/PD/ TRANS EQUITY	SPED DEFICIT SUPPLEMENTAL	AEA FLOWTHROUGH	PROPERTY TAX	INSTRUCTIONAL SUPPORT THROUGH INCOME	EXCISE TAXES UTILITY REPL.	** MISCELLANEOUS REVENUE	TOTAL REVENUE (Includes Flowthrough)	
	Source Codes	Source Code	STATE AID Source Code	Source Code	Source Codes	SURTAXES Source Codes	Source Codes			
	3111, 3112 3801, 3803	3116, 3117, 3119 3204, 3216, 3376	3113	3214	1110-1119	1134	1170-1179			
JUL								7,847.11	7,847.11	\$ 54,059.60
AUG								-	-	\$ 71,500.84
SEP	-	-	-	-	-	-	-	-	-	\$1,396,541.72
OCT	-	-	-	-	-	-	-	-	-	\$2,049,183.81
NOV	-	-	-	-	-	-	-	-	-	\$ 971,977.10
DEC	-	-	-	-	-	-	-	-	-	\$1,162,715.04
JAN	-	-	-	-	-	-	-	-	-	\$1,396,726.47
FEB	-	-	-	-	-	-	-	-	-	\$1,088,361.26
MAR	-	-	-	-	-	-	-	-	-	\$1,177,058.83
APR	-	-	-	-	-	-	-	-	-	\$2,012,487.25
MAY	-	-	-	-	-	-	-	-	-	\$2,068,661.42
JUN	-	-	-	-	-	-	-	-	-	\$1,500,014.12
<b>TOTAL</b>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 7,847.11	\$ 7,847.11	\$14,949,287.46



Function Part 1	Revised Budget	Expended During Month	Expenditures to Date	% of Budget	Balance at EOM	A/ P Outstanding	P/ O Outstanding	Unencumbered Balance
40 DEBT SERVICE	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<b>61 SCHOOL NUTRITION FUND</b>								
2000 2000	0.00	0.00	0.00	0.00	0.00	185.38	0.00	(185.38)
3000 3000	0.00	7,142.11	7,142.11	0.00	(7,142.11)	(906.70)	26,311.84	(32,547.25)
6000 6000	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
61 SCHOOL NUTRITION FUND	0.00	7,142.11	7,142.11	0.00	(7,142.11)	(721.32)	26,311.84	(32,732.63)
<b>62 CHILDCARE FUND</b>								
3000 3000	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
62 CHILDCARE FUND	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<b>81 TRUST FUNDS NON EXPENDABLE</b>								
1000 INSTRUCTION	0.00	3,175.00	3,175.00	0.00	(3,175.00)	750.00	0.00	(3,925.00)
6000 6000	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
81 TRUST FUNDS NON EXPENDABLE	0.00	3,175.00	3,175.00	0.00	(3,175.00)	750.00	0.00	(3,925.00)
<b>91 AGENCY FUND</b>								
1000 INSTRUCTION	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2000 2000	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
91 AGENCY FUND	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<b>Grand Total:</b>	<b>0.00</b>	<b>400,677.50</b>	<b>400,677.50</b>	<b>0.00</b>	<b>(400,677.50)</b>	<b>360,899.22</b>	<b>216,813.89</b>	<b>(978,390.61)</b>

Shenandoah CSD  
 08/05/2022 10:36 AM  
 Vendor Name

MONTHLY BOARD VENDOR BILLS

Vendor Name	Invoice Detail Amount	Invoice Detail Description
Checking Account ID 10	Fund Number 10	GENERAL FUND
ANDERSON, ELIZABETH	643.00	STUDENT TRANSPORTATION-PARENT
BLICK ART MATERIALS	1,520.99	SUPPLIES
BLUECROSS & BLUESHEILD	342.00	OTHER BENEFITS-FLEX SPENDING/DIRECT DE
BMO MASTERCARD - TRANSPORTATION I	47.39	TRANSPORTATION SUPPLIES
BMO MASTERCARD	584.00	MS PRINCIPAL DUES
BMO MASTERCARD	207.21	ELEM GENERAL ED SUPPLIES
BMO MASTERCARD	496.33	HS GENERAL ED SUPPLIES
BMO MASTERCARD	1,484.79	SUPPLIES
BMO MASTERCARD	75.15	HS VOCAL MUSIC TRAVEL
BMO MASTERCARD	3,466.06	CARL PERKINS SUPPLIES
BMO MASTERCARD	2,632.02	ELEM GENERAL ED SUPPLIES
BMO MASTERCARD	726.71	GENERAL SUPPLIES
BMO MASTERCARD	603.69	SUPPLIES
BMO MASTERCARD	430.33	MAINTENANCE BUILDING SUPPLIES
BMO MASTERCARD	1,640.83	TECHNOLOGY COORDINATOR SUPPLIES
BMO MASTERCARD	1,070.02	GENERAL SUPPLIES
BMO MASTERCARD	1,716.75	SUPPLIES
CABINETS BY STAC	8,082.67	MAINTENANCE SUPPLIES
CENEX FLEET FUELING	2,649.63	FUEL
CENTER FOR THE COLLABORATIVE	691.20	CURRICULUM
CENTURYLINK	628.47	TELEPHONE
CESA 5	2,900.00	FlexiSCHED Membership 22-23
CHAT MOBILITY	57.27	TELEPHONE
CHELSIE POPE	469.97	PARENT TRANSPORTATION REIMBURSEMENT
CITY OF SHENANDOAH	8,498.10	WATER-SEWER
CLARINDA CHAMBER	200.00	REGISTRATION
CLARINDA CSD	10,999.50	TUITION OE TO LEA WITHIN IA LEVEL I
COUNTY LINE DESIGN	2,104.00	DISTRICT WIDE SUPPLIES
CRAIG HOLMES	1,409.91	PARENT TRANSPORTATION REIMBURSEMENT
CULLIGAN WATER	423.47	MAINTENANCE SUPPLIES
CURRICULUM ASSOCIATES	10,350.98	IREADY
DELANIE VOSHELL	528.40	CAMP INSTRUCTOR
DEMCO	464.73	SUPPLIES
DOUG MEYER CHEVROLET	209.17	VEHICLE REPAIR SERVICES
EGAN SUPPLY	7,201.28	CUSTODIAL SUPPLIES
ELEVATE ROOFING	1,990.58	BUILDING REPAIR
ESSEX CSD	181,732.43	TUITION-OPEN ENROLLMENT
EXPLORE LEARNING	3,295.00	SITE LICENSE
FOLLETT SCHOOL SOLUTIONS INC	4,439.15	BOOKS
GILLESPIE-JENSEN, KATIE	469.97	PARENT TRANSPORTATION REIMBURSEMENT
GLENWOOD CSD	2,098.35	PURCHASE EDUCATIONAL/L3 IND COSTS
GOPHER	223.83	SUPPLIES
GORDON GREEN	50.00	REIMBURSEMENT
GRAINGER	348.56	MAINTENANCE SUPPLIES
GRANT WOOD AEA	4,916.69	SPED LEVEL I TUITION
HAMBURG COMMUNITY SCHOOL DISTRICT	25,861.15	OPEN ENROLLMENT
HARTMAN PUBLISHING	165.16	SUPPLIES
HD PRO INSTITUTIONAL	673.41	CUSTODIAL SUPPLIES
HEARTLAND AREA EDUCATION AGENCY	60.00	SUPPLIES
HEINEMANN	183.74	SUPPLIES
HOUGHTON MIFFLIN	3,054.21	MATH 180 SUBSCRIPTION
IAMO COMMUNICATIONS	30.00	ESSER III TECHNOLOGY SUPPLIES
IRESQ	357.00	REPAIR
JB PARTS & SUPPLY	58.76	MAINTENANCE SUPPLIES
JOHN GOWING PLUMBING AND HEATING	467.40	MAINTENANCE SUPPLIES
KAPLAN EARLY LEARNING	390.89	SUPPLIES
KENDALL HUNT PUBLISHING CO	9,873.29	ILLUSTRATIVE MATH
KIM ASHLOCK	438.40	TUTORING
LAWN WORLD	617.50	GROUND REPAIR
LEARNING WITHOUT TEARS	218.57	SUPPLIES
LEPORTE ELECTRIC	3,114.33	MAINTENANCE BUILDING SUPPLIES
MAKE MUSIC	350.00	SITE LICENSE
MCNEILLY STEEL BUILDING	126.00	BUILDING REPAIR
MENARDS	13.68	SUPPLIES
Metal Doors and Hardware	1,100.00	BUILDING SUPPLIES
MID-AMERICAN RESEARCH CHEMICAL	241.17	CUSTODIAL SUPPLIES
MID-IOWA SCHOOL IMPROVEMENT	2,772.28	MEMBERSHIP
MIDAMERICAN ENERGY	23,188.42	UTILITIES-ELECTRICITY
MILLER BUILDING	972.76	SUPPLIES
MINNESOTA CLAY USA	674.41	SUPPLIES

MITEL NET SOLUTIONS	601.02 TELEPHONE
MOC-FLOYD VALLEY CSD	6,766.04 TUITION OE TO LEA WITHIN IA LEVEL I
NEWZBRAIN CIVICS EDUCATION	309.00 SUBSCRIPTION
NICOLE MACDONALD	1,286.00 STUDENT TRANSPORTATION-PARENT
O'REILLY AUTO	91.89 TRANSPORTATION REPAIR PARTS
OLIVIA STOGDILL	516.80 CAMP INSTRUCTOR
OMAHA WORLD HERALD	270.91 BOARD NEWSPAPER ADVERTISING
PLANBOOKEDU	437.00 SUBSCRIPTION
PLANK ROAD PUBLISHING	127.45 SUPPLIES
RASMUSSEN MECHANICAL SERVICES	3,546.90 BUILDING REPAIR
RC TREE SERVICE	1,000.00 GROUNDS REPAIR
RIEMAN MUSIC DES MOINES	97.00 SUPPLIES
ROBERT MCCONKEY PAINTING	275.00 RENTAL OF EQUIPMENT
SAPP BROS.	968.76 FUEL
SAVVAS LEARNING COMPANY LLC	491.31 SUPPLIES
SCHOOL ADMINISTRATORS OF IOWA	799.00 DUES
SCHOOL HEALTH	2,744.00 SUPPLIES
SCHOOL SPECIALTY, LLC	909.31 SUPPLIES
SHENANDOAH ROTARY	76.00 DUES
SHENANDOAH SANITATION	845.78 MAINTENANCE GARBAGE COLLECTION
SHERIDAN DECORATING	134.97 BUILDING SUPPLIES
SHERRY SQUIRES	643.00 STUDENT TRANSPORTATION-PARENT
SIDNEY COMMUNITY SCHOOL DISTRICT	377,247.88 OPEN ENROLLMENT/SHARING
SUCCESS BY DESIGN	427.05 SUPPLIES
SWIFT SERVICES LLC	174.94 ESSER III TECHNOLOGY SUPPLIES
SYMMETRY ENERGY SOLUTIONS	2,386.94 UTILITIES-GAS
TEACHING STRATEGIES	418.00 ONLINE ASSESSMENTS
US CELLULAR	1,826.58 ESSER III TECHNOLOGY SUPPLIES
VALLEY PUBLICATIONS	184.13 BOARD NEWSPAPER ADVERTISING
WAGEWORKS, INC.	365.60 MEDICAL INSURANCE OTHERS
WINSKO/SCIENCE FIRST	818.32 SUPPLIES
WOODWARD GRANGER CSD	3,296.29 TUITION TO LEA WITHIN IA NOT OE LEVEL
ZANER-BLOSER	1,417.00 SUPPLIES
Fund Number 10	<u>761,622.98</u>
Checking Account ID 10	Fund Number 22 MANAGEMENT FUND
WILSON INSURANCE AGENCY	268,747.30 BOND INSURANCE
Fund Number 22	<u>268,747.30</u>
Checking Account ID 10	Fund Number 33 SAVE (SECURE AN ADVANCED VISION FOR ED.
UMB BANK, N.A.	500.00 ISSUANCE COSTS AND AMORTIZATION OF BON
Fund Number 33	<u>500.00</u>
Checking Account ID 10	Fund Number 36 PHYSICAL PLANT & EQUIPMENT
ATC GROUP SERVICES LLC	810.00 OTHER PURCHASED PROPERTY SERVICES
BLUPOINTE DRS	750.00 MONTHLY BACKUP
BMO MASTERCARD	25.00 STUDENT HOUSING PROJECT
CDW GOVERNMENT	14,600.34 SUBSCRIPTION/SUPPLIES
CORNHUSKER INTERNATIONAL TRUCKS	2,525.33 VEHICLE REPAIR
COUNSEL OFFICE & DOCUMENT	445.07 COPIER LEASE
GREAT AMERICAN FINANCIAL SERVICES	1,064.38 COPIER LEASE
HEARTLAND BUSINESS SYSTEMS	15,523.95 TECHNOLOGY
INTRADO INTERACTIVE SERVICES CORP	1,998.00 SUBSCRIPTION
KAMI - NOTABLE INC.	3,600.00 SUBSCRIPTION
MIDAMERICAN ENERGY	9.68 UTILITIES-ELECTRICITY
MILLER BUILDING	463.41 SUPPLIES
SCHOOL BUS SALES	7,207.66 VEHICLE REPAIR
SHERIDAN DECORATING	20,661.46 ADMIN FLOORING
SMITH FLOORING	5,727.50 ADMIN FLOORING
Fund Number 36	<u>75,411.78</u>
Checking Account ID 10	Fund Number 61 SCHOOL NUTRITION FUND
BANK IOWA/KRISTIN EDWARDS	50.00 DRAWER CASH
DOVEL REFRIGERATION	185.38 REPAIR
FAREWAY STORES	60.51 FOOD/SUPPLIES
MARTIN BROS DIST	2,608.81 FOOD/SUPPLIES
Fund Number 61	<u>2,904.70</u>
Checking Account ID 10	<u>1,109,186.76</u>
Checking Account ID 40	Fund Number 21 ACTIVITY FUND
BMO MASTERCARD	1,021.82 TRAVEL/FFA
BMO MASTERCARD	738.12 HS DRAMA SUPPLIES
BMO MASTERCARD	229.00 SUPPLIES/GENERAL ATHLETICS
BMO MASTERCARD	2,386.50 MAY MENTORING ACT. STUD& STAFF ADMISSI
BMO MASTERCARD	266.56 TRAVEL/SHEN BOYS TENNIS
BROADCAST MUSIC INC.	154.23 2022-23 SUBSCRIPTION
CITY OF SHENANDOAH	3,562.50 FIELD USE
DECKER SPORTING GOODS	979.85 SUPPLIES
IGCA	95.00 MEMBERSHIP

IOWA ASSOCIATION OF TRACK COACHES		55.00	MEMBERSHIP
RIEMAN MUSIC DES MOINES		47.00	SUPPLIES
ROCSTOP - WHITEHILLS		286.00	CONCESSIONS
TROPHIES PLUS		754.13	SUPPLIES
Fund Number 21		<u>10,575.71</u>	
Checking Account ID 40	Fund Number 81		TRUST FUNDS NON EXPENDABLE
AVA WOLF AND CENTRAL COLLEGE		750.00	SCHOLARSHIPS/I&C WILSON/ROLSCREEN
Fund Number 81		<u>750.00</u>	
Checking Account ID 40		<u>11,325.71</u>	





# Notice of Proposed IASB Bylaws Amendment: National Membership

TO BE VOTED ON AT A SPECIAL DELEGATE ASSEMBLY ON TUESDAY, SEPTEMBER 13, 2022,  
6 P.M., VIA VIRTUAL PLATFORM (ZOOM).

The IASB Board of Directors is convening a special Delegate Assembly to consider a proposed bylaws amendment which requires timely action. The amendments recommended by the IASB Board are below. The first grants the IASB Board authority to select national membership organization(s) for affiliation in light of changing dynamics at the national level. The second is conforming language regarding representation when an Iowa leader is serving on the board of a national organization of state school boards associations.

Amendments require a two-thirds vote for passage.

## Proposed Amendments

### Article XII—~~NSBA Affiliation~~ **National Presence**

~~**Section 1. National School Board Association.** The corporation shall be affiliated with the National School Boards Association (NSBA) and participate in the activities thereof.~~ **National Affiliations.** The Board of Directors may determine methods to advance the goals and policies of IASB by approving memberships or affiliations with other state school boards associations and participating in the activities thereof.

~~**Section 2. Ex Officio Director.** At any time an office in the National School Boards Association~~ on the board of directors of a national association of state school boards associations is held by a member of the corporation said person shall serve as an ex officio voting member of the Board of Directors of the corporation.

### Article IV – Board of Directors

**Section 1. Directors.** The Board of Directors shall consist of one member from each of the nine districts of the state, one member from the area education agency director district, officers of the corporation, and any Iowa resident serving on the Board of ~~the National School Boards Association~~ a national association of state school boards associations. The immediate past president shall serve as an ex officio voting member of the Board of Directors; however, the past president shall not be required to be a member of a local school board to hold said office.

**More Info:** Rationale for the proposal is available [here](#). For questions or more information, contact Lisa Bartusek, IASB Executive Director, at [lbartusek@ia-sb.org](mailto:lbartusek@ia-sb.org) or (515) 247-7042. A complete copy of the IASB Bylaws is available on request.

Comments may also be addressed to the IASB Board of Directors at [IASBBoard@ia-sb.org](mailto:IASBBoard@ia-sb.org).



# SHENANDOAH COMMUNITY SCHOOL - CPQ-226315

## Planned Service Agreement



**Johnson Controls Fire Protection LP**  
4829 South 115th Street  
Omaha NE68137  
United States of America

**Proposal Presented On:**  
07-14-2022

Scott Snygg  
scott.snygg@jci.com

Thank you for the courtesy and cooperation extended to me during my recent visit and subsequent discussions regarding your life safety service needs. Enclosed is a proposal for your review that will cover all your various needs including:

- Fire Alarm Inspections and Maintenance - to ensure that your system is operating at peak performance
- Sprinkler Inspections - making sure that should a fire occur; the sprinkler system will be ready to put out the flames
- Suppression - to periodically review the fire extinguishers so that employees can utilize a fully operational tool in the event of an emergency

Our Johnson Controls solutions will provide you with

- Potential insurance discounts
- Peace of Mind
- Reliable software and hardware
- Award winning support services
- Code compliance

I invite you to review the attachments enumerating some of the key benefits. I will be available to answer any of your questions regarding the solutions. I can be reached at [redacted] or via email at: scott.snygg@jci.com. Please contact me when you are ready to move forward so I can begin scheduling your inspections.

Sincerely,  
Scott Snygg  
Service Sales Representative-Fire and Life Safety



# SERVICE SOLUTION

**Customer #: 966523**  
**Shenandoah Community School District**  
**Date: 14-Jul-22**  
**Proposal #: CPQ-226315**  
**Term: 1-Aug-22 to 31-Jul-25**

**Billing Customer:**  
 Shenandoah Community School District  
 304 W NISHNA Rd  
 SHENANDOAH, IA 51601-2312

**Service Location:**  
 SHENANDOAH COMMUNITY SCHOOLS  
 304 W Nishna Rd,  
 Shenandoah, IA 51601-2312

**Johnson Controls Fire Protection LP**  
**Sales Representative:**  
 Scott Snygg  
 4829 South 115th Street  
 Omaha NE 68137  
 scott.snygg@jci.com

## INVESTMENT SUMMARY

*(Excludes applicable Sales Tax ■ Service Solution Valid for 45 Days)*

SERVICE/PRODUCT DESCRIPTION	QUANTITY	FREQUENCY	INVESTMENT
<b>SYSTEM-FA-GENERIC PANEL</b>			
<b>OTHER OP PANEL FIRE ALARM SYSTEM</b>	<b>Est. First Inspection: May</b>		
Main Fire Alarm Panel		Annual	
Remote Power Supply/NAC Extender		Annual	
Fire Alarm Battery Test (each)		Annual	
Smoke Sensor Addressable		Annual	
Pull Station		Annual	
Audio-Visual Unit Addressable		Annual	
Phone Jacks		Annual	
Door Holder		Annual	
<b>FIRE ALARM ESSENTIAL SERVICE OFFER Total:</b>			<b>\$515.00</b>
<b>SYSTEM-SP-WET SPRINKLER</b>			
<b>WET SPRINKLER SYSTEM</b>	<b>Est. First Inspection: September</b>		
Wet System Test & Inspect (Includes Tamper, Flow, Gate Valve, Fire Dept Connection Plastic Caps, Valve Trim & Main Drain Valve)		Quarterly	
CFSS Air Compressor Sensor		Annual	
Water Flow Switch (Each Additional)		Annual	
Control valve - with tamper switch		Annual	
5 -YEAR sprinkler inspections [Obstruction and Internal] PER SYSTEM		Every 5 Years	



## SERVICE SOLUTION

	<b>SPRINKLER ESSENTIAL SERVICE OFFER</b>	<b>Total:</b>	<b>\$760.00</b>
<b>SYSTEM-EX-EXTINGUISHERS</b>			
<b>EXTINGUISHERS/PORTABLES SYSTEM</b>	<b>Est. First Inspection: May</b>		
Dry chem - stored pressure- refillable (ABC)		Annual	
	<b>EXTINGUISHER ESSENTIAL SERVICE</b>	<b>Total:</b>	<b>\$115.00</b>
<b>SYSTEM-EE-EMERGENCY LIGHT</b>			
<b>EMERGENCY EXIT LIGHT SYSTEM</b>	<b>Est. First Inspection: May</b>		
Emergency/Exit Lighting (Monthly Including 30 Second Load Test)		Annual	
	<b>EMERGENCY EXIT LIGHTS ESSENTIAL SERVICE</b>	<b>Total:</b>	<b>\$215.00</b>



# SERVICE SOLUTION

**Customer #:** 966523  
**Shenandoah Community School District**  
**Date:** 14-Jul-22  
**Proposal #:** CPQ-226315  
**Term:** 1-Aug-22 to 31-Jul-25

**Billing Customer:**  
 Shenandoah Community School District  
 304 W NISHNA Rd  
 SHENANDOAH, IA 51601-2312

**Service Location:**  
 Shenandoah Elementary & Middle  
 601 Creighton Circle,  
 Shenandoah, IA 51601-2634

**Johnson Controls Fire Protection LP**  
**Sales Representative:**  
 Scott Snygg  
 4829 South 115th Street  
 Omaha NE 68137  
 scott.snygg@jci.com

## INVESTMENT SUMMARY

*(Excludes applicable Sales Tax ■ Service Solution Valid for 45 Days)*

SERVICE/PRODUCT DESCRIPTION	QUANTITY	FREQUENCY	INVESTMENT
<b>SYSTEM-FA-GENERIC PANEL</b>			
<b>OTHER OP PANEL FIRE ALARM SYSTEM</b>			
	<b>Est. First Inspection: May</b>		
Main Fire Alarm Panel		Annual	
Remote Power Supply/NAC Extender		Annual	
Fire Alarm Battery Test (each)		Annual	
Smoke Sensor Addressable		Annual	
Heat Detector Restorable		Annual	
Duct Detector Conventional		Annual	
Pull Station		Annual	
Audio-Visual Unit Addressable		Annual	
Phone Jacks		Annual	
Door Holder		Annual	
<b>FIRE ALARM ESSENTIAL SERVICE OFFER Total:</b>			<b>\$2,375.00</b>
<b>SYSTEM-SP-WET SPRINKLER</b>			
<b>WET SPRINKLER SYSTEM</b>			
	<b>Est. First Inspection: September</b>		
Wet System Test & Inspect (Includes Tamper, Flow, Gate Valve, Fire Dept Connection Plastic Caps, Valve Trim & Main Drain Valve)		Quarterly	
<b>SPRINKLER ESSENTIAL SERVICE OFFER Total:</b>			<b>\$525.00</b>
<b>SYSTEM-KH-ANSUL</b>			



## SERVICE SOLUTION

### ANSUL HOOD SYSTEM

Single Tank Suppression System (Includes all Links & Pipe Blow Out)

Est. First Inspection: November

Semi-Annual

**KITCHEN HOOD ESSENTIAL SERVICE Total: \$600.00**

### SYSTEM-EX-EXTINGUISHERS

#### EXTINGUISHERS/PORTABLES SYSTEM

Dry chem - stored pressure- refillable (ABC)

Est. First Inspection: May

Annual

**EXTINGUISHER ESSENTIAL SERVICE Total: \$110.00**

### SYSTEM-EE-EMERGENCY LIGHT

#### EMERGENCY EXIT LIGHT SYSTEM

Emergency/Exit Lighting (Monthly Including 30 Second Load Test)

Est. First Inspection: May

Annual

**EMERGENCY EXIT LIGHTS ESSENTIAL SERVICE Total: \$215.00**

### SYSTEM-SP-BACKFLOW

#### BACKFLOW SYSTEM

Backflow Preventer-Domestic

Est. First Inspection: September

Annual

**SPRINKLER ESSENTIAL SERVICE OFFER Total: \$135.00**



# SERVICE SOLUTION

**Customer #:**  
**Shenandoah Community School District**  
**Date: 14-Jul-22**  
**Proposal #: CPQ-226315**  
**Term: 1-Aug-22 to 31-Jul-25**

**Billing Customer:**  
 Shenandoah High School  
 1000 Mustang Dr,  
 Shenandoah ,IA  
 51601

**Service Location:**  
 Shenandoah High School  
 1000 Mustang Dr,  
 Shenandoah, IA 51601

**Johnson Controls Fire Protection LP**  
**Sales Representative:**  
 Scott Snygg  
 4829 South 115th Street  
 Omaha NE 68137  
 scott.snygg@jci.com

## INVESTMENT SUMMARY

*(Excludes applicable Sales Tax ■ Service Solution Valid for 45 Days)*

SERVICE/PRODUCT DESCRIPTION	QUANTITY	FREQUENCY	INVESTMENT
<b>SYSTEM-FA-GENERIC PANEL</b>			
<b>OTHER OP PANEL FIRE ALARM SYSTEM</b>			
	<b>Est. First Inspection: May</b>		
Main Fire Alarm Panel		Annual	
Remote Power Supply/NAC Extender		Annual	
Fire Alarm Battery Test (each)		Annual	
Smoke Sensor Addressable		Annual	
Heat Detector Restorable		Annual	
Carbon Monoxide Detector		Annual	
Duct Sensor Addressable		Annual	
Pull Station		Annual	
Audio-Visual Unit Addressable		Annual	
Phone Jacks		Annual	
Door Holder		Annual	
<b>FIRE ALARM ESSENTIAL SERVICE OFFER Total:</b>			<b>\$4,395.00</b>
<b>SYSTEM-KH-ANSUL</b>			
<b>ANSUL HOOD SYSTEM</b>			
	<b>Est. First Inspection: November</b>		
Single Tank Suppression System (Includes all Links & Pipe Blow Out)		Semi-Annual	
<b>KITCHEN HOOD ESSENTIAL SERVICE Total:</b>			<b>\$3,600.00</b>
<b>SYSTEM-SP-WET SPRINKLER</b>			



## SERVICE SOLUTION

### WET SPRINKLER SYSTEM

Est. First Inspection: September

Wet System Test & Inspect (Includes Tamper, Flow, Gate Valve, Fire Dept Connection Plastic Caps, Valve Trim & Main Drain Valve)

Quarterly

**SPRINKLER ESSENTIAL SERVICE OFFER Total:**

**\$525.00**

### SYSTEM-EX-EXTINGUISHERS

#### EXTINGUISHERS/PORTABLES SYSTEM

Est. First Inspection: May

Dry chem - stored pressure- refillable (ABC)

Annual

**EXTINGUISHER ESSENTIAL SERVICE Total:**

**\$115.00**

### SYSTEM-EE-EMERGENCY LIGHT

#### EMERGENCY EXIT LIGHT SYSTEM

Est. First Inspection: May

Emergency/Exit Lighting (Monthly Including 30 Second Load Test)

Annual

**EMERGENCY EXIT LIGHTS ESSENTIAL SERVICE Total:**

**\$215.00**





# SERVICE SOLUTION

This Service Solution (the "Agreement") sets forth the Terms and Conditions for the provision of equipment and services to be provided by Johnson Controls Fire Protection LP ("Company") to **Shenandoah Community School District** and is effective **1-Aug-22** (the "Effective Date") to **31-Jul-25** (the "Initial Term"). Customer agrees that initial inspections may be performed within 45 days from the Effective Date.

**PAYMENT FREQUENCY:** BAMA In BAMA

Initials

**PAYMENT TERMS:** Net 30

*For applicable taxes, please see Section 3 of the Terms & Conditions*

**PAYMENT AMOUNT:** \$14,415.00 - **Proposal #:** CPQ-226315

**PAYMENT SUMMARY:**

**CUSTOMER ACCEPTANCE:** In accepting this Agreement, Customer agrees to the Terms and Conditions on the following pages and any attachments or riders attached hereto that contain additional terms and conditions. It is understood that these terms and conditions shall prevail over any variation in terms and conditions on any purchase order or other document that Customer may issue. Any changes in the system requested by Customer after the execution of Agreement shall be paid for by Customer and such changes shall be authorized in writing.

**ATTENTION IS DIRECTED TO THE LIMITATION OF LIABILITY, WARRANTY, INDEMNITY AND OTHER CONDITIONS CONTAINED IN THIS AGREEMENT.**

Year	Term	PSA Charges
1	08/01/2022 - 07/31/2023	\$14,415.00
2	08/01/2023 - 07/31/2024	\$15,568.20
3	08/01/2024 - 07/31/2025	\$16,813.65



# SERVICE SOLUTION

## Multi Year Contract Rider AGREEMENT

Acknowledgement of Multi-Year Term. Customer agrees that issuance of a Purchase Order does not amend any provision of the service agreement, including without limitation the duration/term of the service agreement. Customer agrees to issue Purchase Orders sufficient to satisfy its obligations under the multi-year service agreement. Should Customer fail to issue additional Purchase Orders, Company will still be permitted to invoice Customer for services performed, and Customer shall not dispute the validity of such invoices.

Customer Initials:

### Shenandoah Community School District

### Johnson Controls Fire Protection LP

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

Authorized Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Phone #: \_\_\_\_\_

Phone #: \_\_\_\_\_

Fax #: \_\_\_\_\_

Fax #: \_\_\_\_\_

Email: \_\_\_\_\_

License #: \_\_\_\_\_  
(if applicable)

Date: \_\_\_\_\_

Pricing is based upon the following billing and payment terms: Invoices will be delivered via email, payment due date of NET 30, and invoices are to be paid via ACH/EFT bank transfer. Johnson Controls ACH/EFT bank transfer details will be forth coming upon contractual agreement.

This offer shall be void if not accepted in writing within thirty (30) days from the date first set forth above.

To ensure that JCI is compliant with your company's billing requirements, please provide the following information:

PO is required to facilitate billing:  NO: This signed contract satisfies requirement

YES: Please reference this PO Number: \_\_\_\_\_

AR Invoices are accepted via e-mail:  YES: E-mail address to be used: \_\_\_\_\_

NO: Please submit invoices via mail

NO: Please submit invoices via \_\_\_\_\_

## TERMS AND CONDITIONS

**1. Term.** The Initial Term of this Agreement shall commence on the date of this Agreement and continue for the period indicated in this Agreement. At the conclusion of the Initial Term, this Agreement shall automatically extend for successive terms equal to the Initial Term (subject to Section 3) unless either party gives written notice to the other party at least thirty (30) days prior to the end of the then-current term (each a "Renewal Term").

**2. Payment and Invoicing.** Unless otherwise agreed by the parties in writing, fees for Services to be performed shall be paid annually in advance. Unless otherwise agreed to by the parties, amounts are due upon receipt of the invoice by Customer. Invoices shall be paid by Customer via electronic delivery via EFT/ACH. Invoicing disputes must be identified in writing within 21 days of the invoice date. Payments of any disputed amounts are due and payable upon resolution. Payment is a condition precedent to Company's obligation to perform Services under the Agreement. Work performed on a time and material basis shall be at the then-prevailing Company rate for material, labor, and related items, in effect at the time supplied under this Agreement. Customer acknowledges and agrees that timely payments of the full amounts listed on invoices is an essential term of this Agreement and Customer's failure to make payment in full when due is a material breach of this Agreement. Customer further acknowledges that if there is any amount outstanding on an invoice, it is material to Company and will give Company, without prejudice to any other right or remedy, the right to, without notice: (i) suspend, discontinue or terminate performing any Services and/or withhold further deliveries of equipment and other materials, terminate or suspend any unpaid software licenses, and/or suspend Company's obligations under or terminate this Agreement; and (ii) charge Customer interest on the amounts unpaid at a rate equal to the lesser of one and one half (1.5) percent per month or the maximum rate permitted under applicable law, until payment is made in full. Company's election to continue providing future services does not, in any way diminish Company's right to terminate or suspend services or exercise any or all rights or remedies under this Agreement. Company shall not be liable for any damages, claims, expenses, or liabilities arising from or relating to suspension of Services for non-payment. In the event that there are exigent circumstances requiring services or the Company otherwise performs Services at the premises following suspension, those services shall be governed by the terms of this Agreement unless a separate contract is executed. If Customer disputes any late payment notice or Company's efforts to collect payment, Customer shall immediately notify Company in writing and explain the basis of the dispute. Customer agrees to pay all of Company's reasonable collection costs, including legal fees and expenses.

**3. Pricing.** The pricing set forth in this Agreement is based on the number of devices and services to be performed as set forth in this Agreement. If the actual number of devices installed or services to be performed is greater than that set forth in this Agreement, the price will be increased accordingly. Company may increase prices upon notice to Customer to reflect increases in material and labor costs. All stated prices are exclusive of and Customer agrees to pay any taxes, fees, duties, tariffs, false alarm assessments, installation or alarm permits and levies or other similar charges imposed and/or enacted by a government, however designated or imposed, including but not limited to value-added and withholding taxes that are levied or based upon the amounts paid under this Agreement. Prices in any quotation or proposal from Company are subject to change upon notice sent to Customer at any time before the quotation or proposal has been accepted. Company will provide Customer with notice of any pricing adjustments applicable to any Renewal Term no later than 45 days prior to the commencement of that Renewal Term. Unless Customer terminates the Agreement at least thirty (30) days prior to the start of such Renewal Term, the adjusted price shall be the price for the Renewal Term. Prices for products covered by this Agreement may be adjusted by Company, upon notice to Customer at any time prior to shipment and regardless of Customer's acceptance of the Company's proposal or quotation, to reflect any increase in Company's cost of raw materials (e.g., steel, aluminum) inability to secure Products, changes or increases in law, labor, taxes, duties, tariffs or quotas, acts of government, any similar charges, or to cover any extra, unforeseen and unusual cost elements.

**4. Code Compliance.** Company does not undertake an obligation to inspect for compliance with laws or regulations unless specifically stated in this Agreement. Customer acknowledges that the Authority Having Jurisdiction (e.g. Fire Marshal) may establish additional requirements for compliance with local codes. Any additional services or equipment required will be provided at an additional cost to Customer.

**5. Limitation of Liability; Limitations of Remedy.** Customer understands that Company offers several levels of protection services and that the level described has been chosen by Customer after considering and balancing various levels of protection afforded and their related costs. **It is understood and agreed by Customer that Company is not an insurer and that insurance coverage shall be obtained by Customer and that amounts payable to Company hereunder are based upon the value of the services and the scope of liability set forth in this Agreement and are unrelated to the value of Customer's property and the property of others located on the premises. Customer agrees to look exclusively to Customer's insurer to recover for injuries or damage in the event of any loss or injury. Customer releases and waives all right of recovery against Company arising by way of subrogation. Company makes no guaranty or warranty, including any implied warranty of merchantability or fitness for a particular purpose that equipment or services supplied by Company will detect or avert occurrences or the consequences therefrom that the equipment or service was designed to detect or avert. It is impractical and extremely difficult to fix the actual damages, if any, which may proximately result from failure on the part of Company to perform any of its obligations under this Agreement. Accordingly, Customer agrees that Company shall be exempt from liability for any loss, damage or injury arising directly or indirectly from occurrences, or the consequences therefrom, which the equipment or service was designed to detect or avert. Should Company be found liable for any loss, damage or injury arising from a failure of the equipment or service in any respect, Company's liability for Services performed on-site at Customer's premises shall be limited to an aggregate amount equal to the Agreement price (as increased by the price for any additional work) or, where the time and material payment term is selected, Customer's time and material payments to Company. Where this Agreement covers multiple sites, liability shall be limited to the amount of the payments allocable to the site where the incident occurred. Company's liability with respect to Monitoring Services is set forth in Section 18 of this Agreement. Such sum shall be complete and exclusive. IN NO EVENT SHALL COMPANY BE LIABLE, FOR ANY DAMAGE, LOSS, INJURY, OR ANY OTHER CLAIM ARISING FROM ANY SERVICING,**

**ALTERATIONS, MODIFICATIONS, CHANGES, OR MOVEMENTS OF THE COVERED SYSTEM(S), AS HEREINAFTER DEFINED, OR ANY OF ITS COMPONENT PARTS BY CUSTOMER OR ANY THIRD PARTY. To the maximum extent permitted by law, in no event shall Company and its affiliates and their respective personnel, suppliers and vendors be liable to Customer or any third party under any cause of action or theory of liability, even if advised of the possibility of such damages, for any (a) special, incidental, consequential, punitive or indirect damages of any kind; (b) loss of profits, revenues, data, customer opportunities, business, anticipated savings or goodwill; (c) business interruption; or (d) data loss or other losses arising from viruses, ransomware, cyber-attacks or failures or interruptions to network systems. The limitations of liability set forth in this Agreement shall inure to the benefit of all parents, subsidiaries and affiliates of Company, whether direct or indirect, Company's employees, agents, officers and directors.**

**6. Reciprocal Waiver of Claims (SAFETY Act).** Certain of Company's systems and services have received Certification and/or Designation as Qualified Anti-Terrorism Technologies ("QATT") under the Support Anti-terrorism by Fostering Effective Technologies Act of 2002, 6 U.S.C. §§ 441-444 (the "SAFETY Act"). As required under 6 C.F.R. 25.5 (e), to the maximum extent permitted by law, Company and Customer hereby agree to waive their right to make any claims against the other for any losses, including business interruption losses, sustained by either party or their respective employees, resulting from an activity resulting from an "Act of Terrorism" as defined in 6 C.F.R. 25.2, when QATT have been deployed in defense against, response to, or recovery from such Act of Terrorism.

**7. Indemnity.** Customer agrees to indemnify, hold harmless and defend Company against any and all losses, damages, costs, including expert fees and costs, and expenses including reasonable defense costs, arising from any and all third party claims for personal injury, death, property damage or economic loss, arising in any way from any act or omission of Customer or Company relating in any way to this Agreement, including but not limited to the Services under this Agreement, whether such claims are based upon contract, warranty, tort (including but not limited to active or passive negligence), strict liability or otherwise. Company reserves the right to select counsel to represent it in any such action. Customer's responsibility with respect to indemnification and defense of Company with respect to Monitoring Services is set forth in Section 18 of this Agreement.

**8. General Provisions.** Customer has selected the service level desired after considering and balancing various levels of protection afforded and their related costs. All work to be performed by Company will be performed during normal working hours of normal working days (8:00 a.m. - 5:00 p.m., Monday through Friday, excluding Company holidays), as defined by Company, unless additional times are specifically described in this Agreement. All work performed unscheduled unless otherwise specified in this Agreement. Appointments scheduled for four-hour window. Additional charges may apply for special scheduling requests (e.g. working around equipment shutdowns, after hours work). Company will perform the services described in the Service Solution ("Services") for one or more system(s) or equipment as described in the Service Solution or the listed attachments ("Covered System(s)"). UNLESS OTHERWISE SPECIFIED IN THIS AGREEMENT, ANY INSPECTION (AND, IF SPECIFIED, TESTING) PROVIDED UNDER THIS AGREEMENT DOES NOT INCLUDE ANY MAINTENANCE, REPAIRS, ALTERATIONS, REPLACEMENT OF PARTS, OR ANY FIELD ADJUSTMENTS WHATSOEVER, NOR DOES IT INCLUDE THE CORRECTION OF ANY DEFICIENCIES IDENTIFIED BY COMPANY TO CUSTOMER. COMPANY SHALL NOT BE RESPONSIBLE FOR EQUIPMENT FAILURE OCCURRING WHILE COMPANY IS IN THE PROCESS OF FOLLOWING ITS INSPECTION TECHNIQUES, WHERE THE FAILURE ALSO RESULTS FROM THE AGE OR OBSOLESCENCE OF THE ITEM OR DUE TO NORMAL WEAR AND TEAR. THIS AGREEMENT DOES NOT COVER SYSTEMS, EQUIPMENT, COMPONENTS OR PARTS THAT ARE BELOW GRADE, BEHIND WALLS OR OTHER OBSTRUCTIONS OR EXTERIOR TO THE BUILDING, ELECTRICAL WIRING, AND PIPING.

**9. Customer Responsibilities.** Customer shall regularly test the System(s) in accordance with applicable law and manufacturers' and Company's recommendations. Customer shall promptly notify Company of any malfunction in the Covered System(s) which comes to Customer's attention. This Agreement assumes any existing system(s) are in operational and maintainable condition as of the Agreement date. If, upon inspection, Company determines that repairs are recommended, repair charges will be submitted for approval by Customer's on-site representative prior to work. Should such repair work be declined, Company shall be relieved from any and all liability arising therefrom.

Customer further agrees to:

- provide Company clear access to Covered System(s) to be serviced including, if applicable, lift trucks or other equipment needed to reach inaccessible equipment;
- supply suitable electrical service, heat, heat tracing adequate water supply, and required system schematics and/or drawings;
- notify all required persons, including but not limited to authorities having jurisdiction, employees, and monitoring services, of scheduled testing and/or repair of systems;
- provide a safe work environment;
- in the event of an emergency or Covered System(s) failure, take reasonable precautions to protect against personal injury, death, and/or property damage and continue such measures until the Covered System(s) are operational; and
- comply with all laws, codes, and regulations pertaining to the equipment and/or Services provided under this Agreement.

Customer represents and warrants that it has the right to authorize the Services to be performed as set forth in this Agreement. Customer is solely responsible for the establishment, operation, maintenance, access, security and other aspects of its computer network ("Network") and shall supply Company secure Network access for providing its services. Products networked, connected to the internet, or otherwise connected to computers or other devices must be appropriately protected by Customer and/or end user against unauthorized access. Customer is responsible to take appropriate measures, including performing back-ups, to protect information, including without limit data, software, or files (collectively "Data") prior to receiving the service or products.

**10. Repair Services.** Where Customer expressly includes repair, replacement, and emergency response services in the Service Solution section of this Agreement, such Services apply only to the components or equipment of the Covered System(s). Customer agrees to promptly request repair services in the event the System becomes inoperable or otherwise requires

repair. The Agreement price does not include repairs to the Covered System(s) recommended by Company as a result of an inspection, for which Company will submit independent pricing to Customer and as to which Company will not proceed until Customer authorizes such work and approves the pricing. Repair or replacement of non-maintainable parts of the Covered System(s) including, but not limited to, unit cabinets, insulating material, electrical wiring, structural supports, and all other non-moving parts, is not included under this Agreement.

**11. System Equipment.** The purchase of equipment or peripheral devices, (including but not limited to smoke detectors, passive infrared detectors, card readers, sprinkler system components, extinguishers and hoses) from Company shall be subject to the terms and conditions of this Agreement. If, in Company's sole judgment, any peripheral device or other system equipment, which is attached to the Covered System(s), whether provided by Company, Customer or a third party, interferes with the proper operation of the Covered System(s), Customer shall remove or replace such device or equipment promptly upon notice from Company. Failure of Customer to remove or replace the device shall constitute a material breach of this Agreement. If Customer adds any third party device or equipment to the Covered System(s), Company shall not be responsible for any damage to or failure of the Covered System(s) caused in whole or in part by such device or equipment.

**12. Reports.** Where inspection and/or test services are selected, such inspection and/or test shall be completed on Company's then current report form, which shall be given to Customer, and, where applicable, Company may submit a copy thereof to the local authority having jurisdiction. The report and recommendations by Company are only advisory in nature and are intended to assist Customer in reducing the risk of loss to property by indicating obvious defects or impairments noted to the system and equipment inspected and/or tested. They are not intended to imply that no other defects or hazards exist or that all aspects of the Covered System(s), equipment, and components are under control at the time of inspection. Final responsibility for the condition and operation of the Covered System(s) and equipment and components lies with Customer.

**13. Availability and Cost of Steel, Plastics & Other Commodities.** Company shall not be responsible for failure to provide services, deliver products, or otherwise perform work required by this Agreement due to lack of available steel products or products made from plastics or other commodities. In the event Company is unable, after reasonable commercial efforts, to acquire and provide steel products, or products made from plastics or other commodities, if required to perform work required by this Agreement, Customer hereby agrees that Company may terminate the Agreement, or the relevant portion of the Agreement, at no additional cost and without penalty. Customer agrees to pay Company in full for all work performed up to the time of any such termination.

**14. Confined Space.** If access to confined space by Company is required for the performance of Services, Services shall be scheduled and performed in accordance with Company's then-current hourly rate.

**15. Hazardous Materials.** Customer represents that, except to the extent that Company has been given written notice of the following hazards prior to the execution of this Agreement, to the best of Customer's knowledge there is no:

- Space in which work must be performed that, because of its construction, location, contents or work activity therein, accumulation of a hazardous gas, vapour, dust or fume or the creation of an oxygen-deficient atmosphere may occur,
- "permit confined space," as defined by OSHA for work Company performs in the United States;
- risk of infectious disease;
- need for air monitoring, respiratory protection, or other medical risk; or
- asbestos, asbestos-containing material, formaldehyde or other potentially toxic or otherwise hazardous material contained in or on the surface of the floors, walls, ceilings, insulation or other structural components of the area of any building where work is required to be performed under this Agreement.

All of the above are hereinafter referred to as "Hazardous Conditions." Company shall have the right to rely on the representations listed above. If Hazardous Conditions are encountered by Company during the course of Company's work, the discovery of such materials shall constitute an event beyond Company's control, and Company shall have no obligation to further perform in the area where the Hazardous Conditions exist until the area has been made safe by Customer as certified in writing by an independent testing agency, and Customer shall pay disruption expenses and re-mobilization expenses as determined by Company. This Agreement does not provide for the cost of capture, containment or disposal of any hazardous waste materials, or hazardous materials, encountered in any of the Covered System(s) and/or during performance of the Services. Said materials shall at all times remain the responsibility and property of Customer. Company shall not be responsible for the testing, removal or disposal of such hazardous materials.

**16. Covid-19 Vaccination.** Company expressly disclaims any requirement, understanding or agreement, express or implied, included directly or incorporated by reference, in any Customer purchase order, solicitation, notice or otherwise, that any of Company's personnel be vaccinated against Covid-19 under any federal, state/provincial or local law, regulation or order applicable to government contracts or subcontracts, including, without limitation, Presidential Executive Order 14042 ("Ensuring Adequate COVID Safety Protocols for Federal Contractors") and Federal Acquisition Regulation (FAR) 52.223-99 ("Ensuring Adequate COVID Safety Protocols for Federal Contractors"). Any such requirement shall only apply to Company's personnel if and only to the extent contained in a written agreement physically signed by an authorized officer of Company.

**17. Other Services.**

**A. Remote Service.** If Customer selects Remote Service, Company shall provide support for the Customer's system by way of education, remote assistance and triage that does not require programming changes to the Customer's panel. In addition, Remote Service does not include service to address physical damage to the system or a device; troubleshoot wiring issues; programming changes and/or relocating, remounting, reconnecting, or adding a device to the system. Customer understands and agrees that, while Remote Service provides for communication regarding Customer's fire alarm system to Company via the Internet, Remote Service does not constitute monitoring of the system, and Customer understands that Remote Service does not provide for Company to contact the fire department or other authorities in the event of a fire alarm. Customer understands that if it wishes to receive monitoring of its fire alarm system and notification of the fire department or other authorities in the event of a fire alarm, it must select monitoring services as a separate Service under this Agreement.

**CUSTOMER FURTHER UNDERSTANDS AND AGREES THAT THE TERMS OF SECTION 18.F OF THIS AGREEMENT APPLY TO REMOTE SERVICE.**

**B. Connected Fire Sprinkler Services; Connected Fire Alarm Services.** Connected Fire Sprinkler Services and Connected Fire Alarm Services each means a data-analytics and software platform that uses a cellular or network connection to gather equipment performance data about a Customer's Covered Equipment for Customer's sprinkler system or fire alarm system, as applicable, to assist JCI in advising Customer on such equipment's health, performance or potential malfunction. Connected Fire Sprinkler Services and Connected Fire Alarm Services are collectively, the Connected Equipment Services. If Customer has purchased Connected Fire Sprinkler Services and/or Connected Fire Alarm Services on any Covered Equipment, Customer agrees to allow Company to install diagnostic sensors and communication hardware ("Gateway Device") or Customer will supply a network connection suitable to enable communication with Customer's Covered Equipment in order for Company to deliver the connected services. For more information on whether your particular equipment includes Connected Fire Sprinkler Services and/or Connected Fire Alarm Services, a subscription to such services and the cost, if any, of such subscription, please see your applicable order, quote, proposal or purchase documentation or talk to your JCI sales representative. For certain subscriptions, Customer will be able to access equipment information from a mobile or smart device using the service's mobile or web app. The Gateway Device will be used to access, store, and trend data for the purposes of providing Connected Fire Sprinkler Services. Company will not use Connected Fire Sprinkler Services or the Connected Fire Alarm Services to remotely operate or make changes to Customer's Equipment. If the connection is disconnected by Customer, and a technician needs to be dispatched to the Customer site, then the Customer will pay JCI at JCI's then-current standard applicable contract regular time and/or overtime rate for such services. **Company makes no warranty or guarantee relating to the Connected Fire Sprinkler Services or Connected Fire Alarm Services. Customer acknowledges that, while Connected Fire Alarm Services or Connected Sprinkler Services generally improve equipment performance and services, these services do not prevent all potential malfunction, insure against all loss or guarantee a certain level of performance and that JCI shall not be responsible for any injury, loss, or damage caused by any act or omission of JCI related to or arising from the proactive health notifications of the equipment under Connected Equipment Services. Customer understands that if it wishes to receive monitoring of its fire alarm system or sprinkler system and notification of the fire department or other authorities in the event of an alarm, it must select monitoring services as a separate Service under this Agreement. CUSTOMER FURTHER UNDERSTANDS AND AGREES SECTION 19 (SOFTWARE AND DIGITAL SERVICES) APPLY TO CONNECTED FIRE ALARM SERVICES AND CONNECTED SPRINKLER SERVICES. In the event of a conflict between these terms and the Software Terms, the Software Terms will control.**

**C. Dashboards and Mobility Applications for Connected Fire Sprinkler Services and Connected Fire Alarm Services.** If Customer has purchased Connected Fire Sprinkler Services and/or Connected Fire Alarm Services, Customer may utilize Company's Dashboard(s) and Mobility Application(s), as applicable, during the term of the Agreement, pursuant to the then applicable Terms of Use Agreement. Terms for the Dashboard are located at <https://www.johnsoncontrols.com/buildings/legal/digital/generalits>.

**18. Monitoring Services.** If Customer has selected Monitoring Services, the following shall apply to such Services:

**A. Alarm Monitoring Service.** Customer agrees and acknowledges that Company's sole and only obligation under this Agreement shall be to provide alarm monitoring, notification, and/or Runner Services as set forth in this Agreement and to endeavor to notify the party(ies) identified by Customer on the Contact/Call List ("Contacts") and/or Local Emergency Dispatch Numbers for responding authorities. Upon receipt of an alarm signal, Company may, at our sole discretion, attempt to notify the Contacts to verify the signal is not false. If we fail to notify the Contacts or question the response we receive, we will attempt to notify the responding authority. In the event Company receives a supervisory signal or trouble signal, Company shall endeavor to promptly notify one of the Contacts. Company shall not be responsible for a Contact's or responding authority's refusal to acknowledge/respond to Company's notifications of receipt of an alarm signal, nor shall Company be required to make additional notifications because of such refusal. The Contacts are authorized to act on Customer's behalf and, if so designated on the Contact/Call List, are authorized to cancel an alarm prior to the notification of authorities. Customer understands that local laws, ordinances or policies may restrict Company's ability to provide the alarm monitoring and notification services described in this Agreement and/or necessitate modified or additional services and related charges to Customer. Customer understands that Company may employ a number of industry-recognized measures to help reduce occurrences of false alarm signal activations. These measures may include, but are not limited to, implementation of industry-recognized default settings; implementation of "partial clear time bypass" procedures at our alarm monitoring center and other similar measures at our sole discretion from time to time. THESE MEASURES CAN RESULT IN NO ALARM SIGNAL BEING SENT FROM AN ALARM ZONE IN CUSTOMER'S PREMISES AFTER THE INITIAL ALARM ACTIVATION UNTIL THE ALARM SYSTEM IS MANUALLY RESET. Upon receiving notification from Company that a fire or gas detection (e.g. carbon monoxide) signal has been received, the responding authority may forcibly enter the premises. Cellular radio unit test supervision, if provided under this Agreement, provides only the status of the cellular radio unit's current signaling ability at the time of the test communication based on certain programmed intervals and does not serve to detect the potential loss of radio service at the time of an actual emergency event. Company shall not be responsible to provide monitoring services under this Agreement unless and until the communication link between Customer's premises and Company's Monitoring Center has been tested. **SUCH SERVICES ARE PROVIDED WITHOUT WARRANTY, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

**B. Limitation of Liability; Limitations of Remedy.** Customer understands that Company offers several levels of Monitoring Services and that the level described has been chosen by Customer after considering and balancing various levels of protection afforded and their related costs. **It is understood and agreed by Customer that Company is not an insurer and that**

insurance coverage shall be obtained by Customer and that amounts payable to Company hereunder are based upon the value of the Monitoring Services and the scope of liability set forth in this Agreement and are unrelated to the value of Customer's property and the property of others located on the premises. Customer agrees to look exclusively to Customer's insurer to recover for injuries or damage in the event of any loss or injury and that Customer releases and waives all right of recovery against Company arising by way of subrogation. Company makes no guaranty or warranty, including any implied warranty of merchantability or fitness for a particular purpose that equipment or Services supplied by Company will detect or avert occurrences or the consequences therefrom that the equipment or Service was designed to detect or avert. It is impractical and extremely difficult to fix the actual damages, if any, which may proximately result from failure on the part of Company to perform any of its monitoring obligations under this Agreement. Accordingly, Customer agrees that Company shall be exempt from liability for any loss, damage or injury arising directly or indirectly from occurrences, or the consequences therefrom, which the equipment or Service was designed to detect or avert. Should Company be found liable for any loss, damage or injury arising from a failure of the equipment or Service in any respect, Company's liability with respect to Monitoring Services shall be the lesser of the annual fee for Monitoring Services allocable to the site where the incident occurred or two thousand five hundred (\$2,500) dollars, as agreed upon damages and not as a penalty, as Customer's sole remedy. Such sum shall be complete and exclusive. IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY DAMAGE, LOSS, INJURY, OR ANY OTHER CLAIM ARISING FROM ANY SERVICING, ALTERATIONS, MODIFICATIONS, CHANGES, OR MOVEMENTS OF THE COVERED SYSTEM(S), AS HEREINAFTER DEFINED, OR ANY OF ITS COMPONENT PARTS BY THE CUSTOMER OR ANY THIRD PARTY. In no event shall JCI and its affiliates and their respective personnel, suppliers and vendors be liable to Customer or any third party under any cause of action or theory of liability, even if advised of the possibility of such damages, for any (a) special, incidental, consequential, punitive or indirect damages of any kind, including but not limited to damages; (b) loss of profits, revenues, data, customer opportunities, business, anticipated savings or goodwill; (c) business interruption; or (d) data loss or other losses arising from viruses, ransomware, cyber-attacks or failures or interruptions to network systems CUSTOMER OR ANY THIRD PARTY. COMPANY SHALL NOT BE LIABLE FOR INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO DAMAGES ARISING FROM THE USE, LOSS OF THE USE, PERFORMANCE, OR FAILURE OF THE COVERED SYSTEM(S) TO PERFORM. The limitations of liability set forth in this Agreement shall inure to the benefit of all parents, subsidiaries and affiliates of Company, whether direct or indirect, and each of their employees, agents, officers and directors.

**C. Indemnity, Insurance.** Customer agrees to indemnify, hold harmless and defend Company against any and all losses, damages, costs, including expert fees and costs, and expenses including reasonable defense costs, arising from any and all third-party claims for personal injury, death, property damage or economic loss, arising in any way from any act or omission of Customer or Company relating in any way to the Monitoring Services provided under this Agreement, whether such claims are based upon contract, warranty, tort (including but not limited to active or passive negligence), strict liability or otherwise. Company reserves the right to select counsel to represent it in any such action. Customer shall name Company, its officers, employees, agents, subcontractors, suppliers, and representatives as additional insureds on Customer's general liability and auto liability policies.

**D. No modification.** Modification to Sections 18 B or C may only be made by a written amendment to this Agreement signed by both parties specifically referencing Section 18 B and/or C, and no such amendment shall be effective unless approved by the manager of Company's Central Monitoring Center.

**E. Customer's Duties.** In addition to Customer's duty to indemnify, defend, and hold Company harmless pursuant to this Section 18:

i. Customer agrees to furnish the names and telephone numbers of all persons authorized to enter or remain on Customer's premises and/or that should be notified in the event of an alarm (the Contact/Call List) and Local Emergency Dispatch Numbers and provide all changes, revision and modifications to the above to Company in writing in a timely manner. Customer must ensure that all such persons are authorized and able to respond to such notification.

ii. Customer shall carefully and properly test and set the system immediately prior to the securing of the premises and carefully test the system in a manner prescribed by Company during the term of this Agreement. Customer agrees that it is responsible for any losses or damages due to malfunction, miscommunication or failure of Customer's system to accurately handle, process or communicate data. If any defect in operation of the System develops, or in the event of a power failure, interruption of telephone service, or other interruption at Customer's premises of signal or data transmission through any media, Customer shall notify Company immediately. If space/interior protection (i.e. ultrasonic, microwave, infrared, etc.) is part of the System, Customer shall walk test the system in the manner recommended by Company.

iii. When any device or protection is used, including, but not limited to, space protection, which may be affected by turbulence of air, occupied airspace change or other disturbance, forced air heaters, air conditioners, horns, bells, animals and any other sources of air turbulence or movement which may interfere with the effectiveness of the System during closed periods while the alarm system is on, Customer shall notify Company

iv. Customer shall promptly reset the System after any activation.

v. Customer shall notify Company regarding any remodeling or other changes to the protected premises that may affect operation of the system.

vi. Customer shall cooperate with Company in the installation, operation and/or maintenance of the system and agrees to follow all instructions and procedures which may be prescribed for the operation of the system, the rendering of services and the provision of security for the premises.

vii. Customer shall pay all charges made by any telephone or communications provider company or other utility for installation, leasing, and service charges of telephone lines connecting Customer's premises to Company. Customer acknowledges that alarm signals from Customer's premises to Company are transmitted over Customer's telephone or other transmission service and that in the event the telephone or other transmission service is out of order, disconnected, placed on "vacation," or otherwise interrupted, signals from Customer's alarm system will not be received by Company, during any such interruption in telephone or

other transmission service and the interruption will not be known to Company. Customer agrees that in the event the equipment or system continuously transmits signals reasonably determined by Company to be false and/or excessive in number, Customer shall be subject to the additional costs and fees incurred by Company in the receiving and/or responding to the excessive signals and/or Company may at its sole discretion terminate this Agreement with respect to Monitoring services upon notice to Customer.

#### **F. Communication Facilities.**

i. **Authorization.** Customer authorizes Company, on Customer's behalf, to request services, orders or equipment from a telephone company, wireless carrier or other company providing communication facilities, signal transmission services or facilities under this Agreement (referred to as "Communication Company"). Should any third-party service, equipment or facility be required to perform the Monitoring Services set forth in this Agreement, and should the same be terminated or become otherwise unavailable or impracticable to provide, Company may terminate Monitoring Services upon notice to Customer.

ii. **Digital Communicator.** Customer understands that a digital communicator (DACT), if installed under this Agreement, uses traditional telephone lines for sending signals which eliminate the need for a dedicated telephone line and the costs associated with such dedicated lines.

iii. **Derived Local Channel.** The Communication Company's services provided to Customer in connection with the Services may include Derived Local Channel service. Such service may be provided under the Communication Company's service marks or service names. These services include providing lines, signal paths, scanning and transmission. Customer agrees that the Communication Company's liability is limited to the same extent Company's liability is limited pursuant to this Section 18.

iv. **CUSTOMER UNDERSTANDS THAT COMPANY WILL NOT RECEIVE ALARM SIGNALS WHEN THE TELEPHONE LINE OR OTHER TRANSMISSION MODE IS NOT OPERATING OR HAS BEEN CUT, INTERFERED WITH OR IS OTHERWISE DAMAGED OR IF THE ALARM SYSTEM IS UNABLE TO ACQUIRE, TRANSMIT OR MAINTAIN AN ALARM SIGNAL OVER CUSTOMER'S TELEPHONE SERVICE FOR ANY REASON INCLUDING NETWORK OUTAGE OR OTHER NETWORK PROBLEMS SUCH AS CONGESTION OR DOWNTIME, ROUTING PROBLEMS, OR INSTABILITY OF SIGNAL QUALITY. CUSTOMER UNDERSTANDS THAT OTHER POTENTIAL CAUSES OF SUCH A FAILURE OVER CERTAIN TELEPHONE SERVICES (INCLUDING BUT NOT LIMITED TO SOME TYPES OF DSL, ADSL, VOIP, DIGITAL PHONE, INTERNET PROTOCOL BASED PHONE OR OTHER INTERNET INTERFACE-TYPE SERVICE OR RADIO SERVICE, INCLUDING CELLULAR OR PRIVATE RADIO, ETC. ("NON-TRADITIONAL TELEPHONE SERVICE")) INCLUDE BUT ARE NOT LIMITED TO: (1) LOSS OF NORMAL ELECTRIC POWER TO CUSTOMER'S PREMISES (THE BATTERY BACK-UP FOR THE ALARM PANEL DOES NOT POWER TELEPHONE SERVICE); AND (2) ELECTRONICS FAILURES SUCH AS A MODEM MALFUNCTION. CUSTOMER UNDERSTANDS THAT COMPANY WILL ONLY REVIEW THE INITIAL COMPATIBILITY OF CUSTOMER'S ALARM SYSTEM WITH NON-TRADITIONAL TELEPHONE SERVICE AT THE TIME OF INITIAL CONNECTION TO COMPANY'S MONITORING CENTER AND THAT CHANGES IN CUSTOMER'S TELEPHONE SERVICE'S DATA FORMAT AFTER THE INITIAL REVIEW OF COMPATIBILITY COULD MAKE CUSTOMER'S TELEPHONE SERVICE UNABLE TO TRANSMIT ALARM SIGNALS TO COMPANY'S MONITORING CENTERS. IF COMPANY DETERMINES IN ITS SOLE DISCRETION THAT IT IS COMPATIBLE, COMPANY WILL PERMIT CUSTOMER TO USE NON-TRADITIONAL TELEPHONE SERVICE AS THE SOLE METHOD OF TRANSMITTING ALARM SIGNALS, ALTHOUGH CUSTOMER UNDERSTANDS THAT COMPANY RECOMMENDS THE USE OF AN ADDITIONAL BACK-UP METHOD OF COMMUNICATION TO CONNECT CUSTOMER'S ALARM SYSTEM TO THE MONITORING CENTER REGARDLESS OF THE TYPE OF TELEPHONE SERVICE USED. CUSTOMER ALSO UNDERSTANDS THAT IF COMPANY DETERMINES IN ITS SOLE DISCRETION THAT CUSTOMER'S NON-TRADITIONAL TELEPHONE SERVICE IS OR LATER BECOMES NON-COMPATIBLE, OR IF CUSTOMER CHANGES TO ANOTHER NON-TRADITIONAL TELEPHONE SERVICE THAT IS NOT COMPATIBLE, THEN COMPANY REQUIRES THAT CUSTOMER USE AN ALTERNATE METHOD OF COMMUNICATION ACCEPTABLE TO COMPANY AS THE PRIMARY METHOD TO CONNECT CUSTOMER'S ALARM SYSTEM TO THE MONITORING CENTER. CUSTOMER UNDERSTANDS THAT TRANSMISSION OF FIRE ALARM SIGNALS BY MEANS OTHER THAN A TRADITIONAL TELEPHONE LINE MAY NOT BE IN COMPLIANCE WITH FIRE ALARM STANDARDS OR SOME LOCAL FIRE CODES, AND THAT IT IS CUSTOMER'S OBLIGATION TO COMPLY WITH SUCH STANDARDS AND CODES. CUSTOMER ALSO UNDERSTANDS THAT IF THE ALARM SYSTEM HAS A LINE CUT FEATURE, IT MAY NOT BE ABLE TO DETECT IF A NON-TRADITIONAL TELEPHONE SERVICE LINE IS CUT OR INTERRUPTED, AND THAT COMPANY MAY NOT BE ABLE TO PROVIDE CERTAIN AUXILIARY MONITORING SERVICES THROUGH A NON-TRADITIONAL TELEPHONE LINE OR SERVICE. CUSTOMER FURTHER UNDERSTANDS THAT THE ALARM PANEL MAY BE UNABLE TO SEIZE THE PHONE LINE TO TRANSMIT AN ALARM SIGNAL IF ANOTHER CONNECTION IS OFF THE HOOK DUE TO IMPROPER CONNECTION OR OTHERWISE.**

**G. Verification; Runner Service.** Some jurisdictions may require alarm verification by telephone or on-site verification ("Runner Service") before dispatching emergency services. In the event that a requirement of alarm verification becomes effective after the date of this Agreement, such services may be available at an additional charge. Company shall not be held liable for any delay or failure of dispatch of emergency services arising from such verification. Where Runner Service is indicated, such services may be provided by a third party. COMPANY WILL NOT ARREST OR DETAIN ANY PERSON.

**H. Personal Emergency Response Service.** If Customer has selected Personal Emergency Response Services, Customer agrees that the very nature of Personal Emergency Response Services, irrespective of any delays, involves uncertainty, risk and possible serious injury, disability or death, for which Company should not under any circumstances be held responsible or liable; that the equipment furnished for Personal Emergency Response Services is not foolproof and may experience signal transmission failures or delays for any number of reasons, whether or not our fault or under Company's control; that the actual time required for medical emergency providers to arrive at the premises and/or to transport any person requiring medical attention is unpredictable and that many contributing factors, including but not limited to such things as telephone network operation, distance, weather, road and traffic conditions, alarm

equipment function and human factors, both with responding authorities and with Company, may affect response

**19. Limited Warranty. COMPANY WARRANTS THAT ITS WORKMANSHIP AND MATERIAL, EXCLUDING MONITORING SERVICES, FURNISHED UNDER THIS AGREEMENT WILL BE FREE FROM DEFECTS FOR A PERIOD OF NINETY (90) DAYS FROM THE DATE OF FURNISHING.** No warranty is provided for third-party products and equipment installed or furnished by Company. Such products and equipment are provided with the third party manufacturer's warranty to the extent available, and Company will transfer the benefits, together with all limitations, of that manufacturer's warranty to Customer. EXCEPT AS EXPRESSLY SET FORTH HEREIN, COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE SERVICES PERFORMED OR THE PRODUCTS, SYSTEMS OR EQUIPMENT, IF ANY, SUPPORTED HEREUNDER.

Company makes no and specifically disclaims all representations or warranties that the services, products, software or third party product or software will be secure from cyber threats, hacking or other similar malicious activity, or will detect the presence of, or eliminate, treat, or mitigate the spread transmission, or outbreak of any pathogen, disease, virus or other contagion, including but not limited to COVID 19.

**20. Software and Digital Services.** Use, implementation, and deployment of the software and hosted software products ("Software") offered under these terms shall be subject to, and governed by, Company's standard terms for such Software and Software related professional services in effect from time to time at <https://www.johnsoncontrols.com/techterms> (collectively, the "Software Terms"). Applicable Software Terms are incorporated herein by this reference. Other than the right to use the Software as set forth in the Software Terms, Company and its licensors reserve all right, title, and interest (including all intellectual property rights) in and to the Software and improvements to the Software. The Software that is licensed hereunder is licensed subject to the Software Terms and not sold. If there is a conflict between the other terms herein and the Software Terms, the Software Terms shall take precedence and govern with respect to rights and responsibilities relating to the Software, its implementation and deployment and any improvements thereto. Notwithstanding any other provisions of this Agreement and unless otherwise agreed to by the parties in writing, the following terms apply to Software that is provided to Customer on a subscription basis (i.e., a time limited license or use right), (each a "Software Subscription"): Each Software Subscription provided hereunder will commence on the date the initial credentials for the Software are made available (the "Subscription Start Date") and will continue in effect until the expiration of the subscription term noted herein. At the expiration of the Software Subscription, such Software Subscription will automatically renew for consecutive one (1) year terms (each a "Renewal Subscription Term"), unless either party provides the other party with a notice of non-renewal at least ninety (90) days prior to the expiration of the then-current term. To the extent permitted by applicable law, Software Subscriptions purchases are non-cancelable and the sums paid nonrefundable. Fees for Software Subscriptions shall be paid annually in advance, invoiced on the Subscription Start Date and each subsequent anniversary thereof. Unless otherwise agreed by the parties in writing, the subscription fee for each Renewal Subscription Term will be priced at JCI's then-applicable list price for that Software offering. Any use of Software that exceeds the scope, metrics or volume set forth in this Agreement will be subject to additional fees based on the date such excess use began.

**21. Taxes, Fees, Fines, Licenses, and Permits.** Customer agrees to pay all sales tax, use tax, property tax, utility tax and other taxes required in connection with the equipment and Services listed, including telephone company line charges, if any. Customer shall comply with all laws and regulations relating to the equipment and its use and shall promptly pay when due all sales, use, property, excise and other taxes and all permit, license and registration fees now or hereafter imposed by any government body or agency upon the equipment or its use. Company may, without notice, obtain any required permit, license or registration for Customer at Customer's expense and charge a fee for this service. If Customer fails to maintain any required licenses or permits, Company shall not be responsible for performing the services and may terminate the services without notice to Customer.

**22. Outside Charges.** Customer understands and accepts that Company specifically disclaims any responsibility for charges associated with the notification or dispatching of anyone, including but not limited to fire department, police department, paramedics, doctors, or any other emergency personnel, and if there are any charges incurred as a result of said notification or dispatch, said charges shall be the responsibility of Customer.

**23. Insurance.** Customer shall name Company, its officers, employees, agents, subcontractors, suppliers, and representatives as additional insureds on Customer's general liability and auto liability policies.

**24. Waiver of Subrogation.** Customer does hereby for itself and all other parties claiming under it release and discharge Company from and against all hazards covered by Customer's insurance, it being expressly agreed and understood that no insurance company or insurer will have any right of subrogation against Company.

**25. Force Majeure, Exclusions.** Company shall not be liable, nor in breach or default of its obligations under this Agreement, for delays, interruption, failure to render services, or any other failure by Company to perform an obligation under this Agreement, where such delay, interruption or failure is caused, in whole or in part, directly or indirectly, by a Force Majeure Event. A "Force Majeure Event" is a condition or event that is beyond the reasonable control of Company, whether foreseeable or unforeseeable, including, without limitation, acts of God, severe weather (including but not limited to hurricanes, tornados, severe snowstorms or severe rainstorms), wildfires, floods, earthquakes, seismic disturbances, or other natural disasters, acts or omissions of any governmental authority (including change of any applicable law or regulation), epidemics, pandemics, disease, viruses, quarantines, or other public health risks and/or responses thereto, condemnation, strikes, lock-outs, labor disputes, an increase of 5% or more in tariffs or other excise taxes for materials to be used on the project, fires, explosions or other casualties, thefts, vandalism, civil disturbances, insurrection, mob violence, riots, war or other armed conflict (or the serious threat of same), acts of terrorism, electrical power outages, interruptions or degradations in telecommunications, computer, network, or electronic communications systems, data breach, cyber-attacks, ransomware, unavailability or shortage of parts, materials, supplies, or transportation, or any other cause or casualty beyond the reasonable control of Company. If Company's performance of the work is delayed, impacted, or prevented by a Force Majeure Event or its continued effects, Company shall be excused

from performance under the Agreement. Without limiting the generality of the foregoing, if Company is delayed in achieving one or more of the scheduled milestones set forth in the Agreement due to a Force Majeure Event, Company will be entitled to extend the relevant completion date by the amount of time that Company was delayed as a result of the Force Majeure Event, plus such additional time as may be reasonably necessary to overcome the effect of the delay. To the extent that the Force Majeure Event directly or indirectly increases Company's cost to perform the services, Customer is obligated to reimburse Company for such increased costs, including, without limitation, costs incurred by Company for additional labor, inventory storage, expedited shipping fees, trailer and equipment rental fees, subcontractor fees or other costs and expenses incurred by Company in connection with the Force Majeure Event.

**26. Exclusions.** This Agreement expressly excludes, without limitation, provision of fire watches; reloading of, upgrading, and maintaining computer software; making repairs or replacements necessitated by reason of negligence or misuse of components or equipment or changes to Customer's premises; vandalism; power failure; current fluctuation; failure due to non-JCI installation; lightning, electrical storm, or other severe weather; water; accident; fire; acts of God; testing inspection and repair of duct detectors, beam detectors, and UV/IR equipment; provision of fire watches; clearing of ice blockage; draining of improperly pitched piping; batteries; recharging of chemical suppression systems; reloading of, upgrading, and maintaining computer software; corrosion (including but not limited to micro-bacterially induced corrosion ("MIC")); cartridges greater than 16 grams; gas valve installation; or any other cause external to the Covered System(s) and JCI shall not be required to provide Service while interruption of service due to such causes shall continue. This Agreement does not cover and specifically excludes system upgrades and the replacement of obsolete systems, equipment, components or parts. All such services may be provided by JCI at JCI's sole discretion at an additional charge. If Emergency Services are expressly included in the Service Solution, the Agreement price does not include travel expenses.

**27. Delays.** Company shall have no responsibility or liability to Customer or any other person for delays in the installation or repair of the System or the performance of our Services regardless of the reason, or for any resulting consequences.

**28. Termination.** Company may terminate this Agreement immediately at its sole discretion upon the occurrence of any Event of Default as hereinafter defined. Company may also terminate this Agreement at its sole discretion upon notice to Customer if Company's performance of its obligations under this Agreement becomes impracticable due to obsolescence of equipment at Customer's premises or unavailability of parts.

**29. No Option to Solicit.** Customer shall not, directly or indirectly, on its own behalf or on behalf of any other person, business, corporation or entity, solicit or employ any Company employee, or induce any Company employee to leave his or her employment with Company, for a period of two years after the termination of this Agreement.

**30. Default.** An Event of Default shall include (a) any full or partial termination of this Agreement by Customer before the expiration of the then-current Term, (b) failure of Customer to pay any amount when due and payable, (c) abuse of the System or the Equipment, (d) failure by Customer to observe, keep or perform any term of this Agreement; (e) dissolution, termination, discontinuance, insolvency or business failure of Customer. Upon the occurrence of an Event of Default, Company may pursue one or more of the following remedies, (i) discontinue furnishing Services, (ii) by written notice to Customer declare the balance of unpaid amounts due and to become due under this Agreement to be immediately due and payable, (iii) receive immediate possession of any equipment for which Customer has not paid, (iv) proceed at law or equity to enforce performance by Customer or recover damages for breach of this Agreement, and (v) recover all costs and expenses, including without limitation reasonable attorneys' fees, in connection with enforcing or attempting to enforce this Agreement.

**31. One-Year Limitation on Actions; Choice of Law.** For Customers located in the United States, the laws of Wisconsin shall govern the validity, enforceability, and interpretation of this Agreement, without regard to conflicts of law. For Customers located in Canada, this Agreement shall be governed by and be construed in accordance with the laws of Ontario. The parties agree that any disputes arising under this Agreement shall be determined exclusively by the Ontario courts and that no action or legal proceedings of any nature shall be filed or commenced in any other court pertaining to any dispute arising out of or in relation to this Agreement. The parties also hereby waive any objection to the exclusive jurisdiction of the Ontario courts, including any objection based on *forum non conveniens*. No claim or cause of action, whether known or unknown, shall be brought against Company more than one year after the claim first arose. Except as provided for herein, Company's claims must also be brought within one year. Claims for unpaid contract amounts are not subject to the one-year limitation.

**32. Assignment.** Customer may not assign this Agreement without Company's prior written consent. Company may assign this Agreement without obtaining Customer's consent.

**33. Entire Agreement.** The parties intend this Agreement, together with any attachments or Riders (collectively the "Agreement") to be the final, complete and exclusive expression of their Agreement and the terms and conditions thereof. This Agreement supersedes all prior representations, understandings or agreements between the parties, written or oral, and shall constitute the sole terms and conditions relating to the Services. No waiver, change, or modification of any terms or conditions of this Agreement shall be binding on Company unless made in writing and signed by an Authorized Representative of Company.

**34. Headings.** The headings in this Agreement are for convenience only.

**35. Severability.** If any provision of this Agreement is held by any court or other competent authority to be void or unenforceable in whole or in part, this Agreement will continue to be valid as to the other provisions and the remainder of the affected provision.

**36. Electronic Media.** Customer agrees that Company may scan, image or otherwise convert this Agreement into an electronic format of any nature. Customer agrees that a copy of this Agreement produced from such electronic format is legally equivalent to the original for any and all purposes, including litigation. Customer agrees that Company's receipt by fax of the Agreement signed by Customer legally binds Customer and such fax copy is legally equivalent to the original for any and all purposes, including litigation.

**37. Legal Fees.** Company shall be entitled to recover from Customer all reasonable legal fees incurred in connection with Company enforcing the terms and conditions of this Agreement.

**38. Lien Legislation.** Notwithstanding anything to the contrary contained herein, the terms of this Agreement shall be subject to the lien legislation applicable to the location where the work will be performed, and, in the event of conflict, the applicable lien legislation shall prevail.



**39. Privacy.** A. **Company as Processor:** Where Company factually acts as Processor of Personal Data on behalf of Customer (as such terms are defined in the DPA) the terms at [www.johnsoncontrols.com/dpa](http://www.johnsoncontrols.com/dpa) shall apply. B. **Company as Controller:** Company will collect, process and transfer certain personal data of Customer and its personnel related to the business relationship between it and Customer (for example names, email addresses, telephone numbers) as controller and in accordance with Company's Privacy Notice at <https://www.johnsoncontrols.com/privacy>. Customer acknowledges Company's Privacy Notice and strictly to the extent consent is mandatorily required under applicable law, Customer consents to such collection, processing and transfer. To the extent consent to such collection, processing and transfer by Company is mandatorily required from Customer's personnel under applicable law, Customer warrants and represents that it has obtained such consent.

**40. License Information** (Security System Customers): AL Alabama Electronic Security Board of Licensure 7956 Vaughn Road, PMB 392, Montgomery, Alabama 36116 (334) 264-9388: AR Regulated by: Arkansas Board of Private Investigators and Private Security Agencies, #1 State Police Plaza Drive, Little Rock 72209 (501)618-8600: CA Alarm company operators are licensed and regulated by the Bureau of Security and Investigative Services, Department of Consumer Affairs, Sacramento, CA, 95814. Upon completion of the installation of the alarm system, the alarm company shall thoroughly instruct the purchaser in the proper use of the alarm system. Failure by the licensee, without legal excuse, to substantially commence work within 20 days from the approximate date specified in the agreement when the work will begin is a violation of the Alarm Company Act: NY Licensed by the N.Y.S. Department of the State: TX Texas Commission on Private Security, 5805 N. Lamar Blvd., Austin, TX 78752-4422, 512-424-7710. License numbers available at [www.johnsoncontrols.com](http://www.johnsoncontrols.com) or contact your local Johnson Controls office.

**2022-2023 Consortium Agreement  
to Jointly Administer an Instructional Program  
at CHILDREN’S SQUARE (Learning Center) and HEARTLAND FAMILY SERVICE  
(Therapeutic School)  
Located within the boundaries of the COUNCIL BLUFFS Community School District**

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

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

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

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

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

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

**PURPOSE**

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



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

#### PROGRAM DESCRIPTION:

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

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

##### Therapeutic School (Heartland Family Service)

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

#### NAME/ORGANIZATION

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

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

“Host district” means the district of location.

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

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

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

#### FISCAL AGENT

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

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

#### ADMINISTRATIO

##### N

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

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

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

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

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

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

## JOINT MEETINGS

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

## BOARD APPROVAL

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

## JURISDICTION

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

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

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

## INDEPENDENCE RETAINED

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

## NON-DELEGATION

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

## DISPUTE RESOLUTION AND ARBITRATION

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

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

## SPECIAL EDUCATION

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

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

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

## STAFFING

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

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

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

## TRANSPORTATIO

### N

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

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

## PROPERTY

It is not contemplated the Consortium will acquire, hold or dispose of any real property as part of this undertaking. However, the fiscal agent in the Consortium may enter into leases or sublease arrangements for a building to house the program, with approval of the member districts. That lease or sublease arrangements may be payable from the Physical Plant and Equipment Levy Fund or other legally authorized funds.

## NON-MEMBER DISTRICTS

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

## FINANCIAL PROVISIONS

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

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

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

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

Each resident district shall be billed for and pay the direct actual costs of the educational program for each of its resident students pursuant to the IEP. "Actual costs" is a term referring to the excess costs of providing instruction for children requiring special education, above the costs of instruction of pupils in a regular curriculum. "Actual costs" should not be confused with the

common meaning of actual as ‘all costs incurred’ which might include non-instructional costs or costs of instruction that are substantially similar to the costs of instruction in regular curriculum. To the extent that the costs are directly related to the provision of special education services pursuant to the IEPs, these costs are special education costs in the member districts. In the case of a Consortium, the general purpose percentage [GPP] would not be billed as a part of the actual costs, because the non-IEP costs are being allocated to member districts otherwise; billing for GPP would result in duplicate billing.

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

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

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

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

### CONTRACTED SERVICES

Billings from any purchased service provider must be “itemized” in sufficient detail that each member district can meet its legal fiscal responsibilities, including but not limited to, the ability to:

- Determine performance of the IEP requirements for each of its students.
- Report expenditures from the correct funding source in accordance with the permissive uses guidance document issued in December 2013.
- Ensure costs are itemized for the purpose of submitting Medicaid claims or special education claims or determining that such claims have been filed and billed costs



reduced by that amount, etc.

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

## AMENDMENTS

The provisions of this Agreement may be added to, amended or modified by a majority vote of

the administrators of all member districts and approved by their respective school boards. Votes must be cast at a duly called meeting by all administrators physically, or virtually, present.

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

#### DURATIO

#### N

Subject to the rights of amendment, modification, or termination, this Agreement shall be in full force and in effect from the date of execution until June 30, 2023, and renew every July 1 for one-year periods if approved by the district's board of education, unless participation is terminated by a member by providing written notice to all other members on or before January 1, or terminated by mutual agreement of all of the member districts.

#### CROSS INDEMNIFICATION

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

Otherwise, to the extent permitted by law, each of the member districts shall protect, defend, hold harmless, and indemnify the other member districts from and against any and all claims, losses, costs, damages, and expenses including attorneys' fees and expenses, which the other districts may incur by reason of the indemnifying party's negligence, breach of this Agreement, or violation of law or right of a third party, or that of the indemnifying party's officers, employees, or agents.

#### APPLICATION OF LAWS, RULES AND REGULATIONS

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

the Agreement shall be binding upon all members.

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

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

#### BINDING EFFECT

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

#### EXECUTION IN COUNTERPARTS

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

#### SEVERABILITY

If any clause, provision or section of this Agreement shall, for any reason, be held illegal or invalid by a court or state or federal agency, the illegality or invalidity of such clause, provision or section shall not affect any of the remaining clauses, provisions or sections hereof, and this Agreement shall be construed and enforced as if such illegal or invalid clause, provision or section had not be contained herein. In case any agreement or obligation contained in this Agreement is held to be in violation of law, then such agreement or obligation shall be deemed to be the agreement or obligation of the members, to the full extent permitted by law. Failure of a member to enter into this Agreement in accordance with Iowa law or inability of a member to be a party to this Agreement shall not affect the validity or enforceability of this Agreement as to all other members.

In commemoration of this Consortium Agreement, the presidents and secretaries of the respective boards of education sign this Agreement on the dates set below, the Agreement having been passed by a majority roll call vote of each board.

**For the Host and Fiscal Agent Member Council Bluffs Community School District:**

Board President \_\_\_\_\_ Dated \_\_\_\_\_

Board Secretary \_\_\_\_\_ Dated \_\_\_\_\_

**Participating Member A-H-S-T-W Community School District:**

Board President \_\_\_\_\_ Dated \_\_\_\_\_

Board Secretary \_\_\_\_\_ Dated \_\_\_\_\_

**Participating Member Atlantic Community School District:**

Board President \_\_\_\_\_ Dated \_\_\_\_\_

Board Secretary \_\_\_\_\_ Dated \_\_\_\_\_

**Participating Member Audubon Community School District:**

Board President \_\_\_\_\_ Dated \_\_\_\_\_

Board Secretary \_\_\_\_\_ Dated \_\_\_\_\_

**Participating Member Boyer Valley Community School District:**

Board President \_\_\_\_\_ Dated \_\_\_\_\_

Board Secretary \_\_\_\_\_ Dated \_\_\_\_\_

**Participating Member CAM Community School District:**

Board President \_\_\_\_\_ Dated \_\_\_\_\_

Board Secretary \_\_\_\_\_ Dated \_\_\_\_\_

**Participating Member Charter Oak School District:**

Board President \_\_\_\_\_ Dated \_\_\_\_\_

Board Secretary \_\_\_\_\_ Dated \_\_\_\_\_

**Participating Member Clear Creek Amana School District:**

Board President \_\_\_\_\_ Dated \_\_\_\_\_

Board Secretary \_\_\_\_\_ Dated \_\_\_\_\_

**Participating Member Corning Community School District:**

Board President \_\_\_\_\_ Dated \_\_\_\_\_

Board Secretary \_\_\_\_\_ Dated \_\_\_\_\_

**Participating Member Creston Community School District:**

Board President \_\_\_\_\_ Dated \_\_\_\_\_

Board Secretary \_\_\_\_\_ Dated \_\_\_\_\_

**Participating Member Denison Community School District:**

Board President \_\_\_\_\_ Dated \_\_\_\_\_

Board Secretary \_\_\_\_\_ Dated \_\_\_\_\_

**Participating Member East Mills Community School District:**

Board President \_\_\_\_\_ Dated \_\_\_\_\_

Board Secretary \_\_\_\_\_ Dated \_\_\_\_\_

**Participating Member Essex Community School District:**

Board President \_\_\_\_\_ Dated \_\_\_\_\_

Board Secretary \_\_\_\_\_ Dated \_\_\_\_\_

**Participating Member Glenwood Community School District:**

Board President \_\_\_\_\_ Dated \_\_\_\_\_

Board Secretary \_\_\_\_\_ Dated \_\_\_\_\_

**Participating Member Griswold Community School District:**

Board President \_\_\_\_\_ Dated \_\_\_\_\_

Board Secretary \_\_\_\_\_ Dated \_\_\_\_\_

**Participating Member Hamburg Community School District:**

Board President \_\_\_\_\_ Dated \_\_\_\_\_

Board Secretary \_\_\_\_\_ Dated \_\_\_\_\_

**Participating Member Harlan Community School District:**

Board President \_\_\_\_\_ Dated \_\_\_\_\_

Board Secretary \_\_\_\_\_ Dated \_\_\_\_\_

**Participating Member Highland Community School District:**

Board President \_\_\_\_\_ Dated \_\_\_\_\_

Board Secretary \_\_\_\_\_ Dated \_\_\_\_\_

**Participating Member IKM-Manning Community School District:**

Board President \_\_\_\_\_ Dated \_\_\_\_\_

Board Secretary \_\_\_\_\_ Dated \_\_\_\_\_

**Participating Member Lewis Central Community School District:**

Board President \_\_\_\_\_ Dated \_\_\_\_\_

Board Secretary \_\_\_\_\_ Dated \_\_\_\_\_

**Participating Member Logan-Magnolia Community School District:**

Board President \_\_\_\_\_ Dated \_\_\_\_\_

Board Secretary \_\_\_\_\_ Dated \_\_\_\_\_

**Participating Member Maple Valley-Anthon Oto Community School District:**

Board President \_\_\_\_\_ Dated \_\_\_\_\_

Board Secretary \_\_\_\_\_ Dated \_\_\_\_\_

**Participating Member Missouri Valley Community School District:**

Board President \_\_\_\_\_ Dated \_\_\_\_\_

Board Secretary \_\_\_\_\_ Dated \_\_\_\_\_

**Participating Member MOC-Floyd Valley Community School District:**

Board President \_\_\_\_\_ Dated \_\_\_\_\_

Board Secretary \_\_\_\_\_ Dated \_\_\_\_\_

**Participating Member Red Oak Community School District:**

Board President \_\_\_\_\_ Dated \_\_\_\_\_

Board Secretary \_\_\_\_\_ Dated \_\_\_\_\_

**Participating Member Riverside Community School District:**

Board President \_\_\_\_\_ Dated \_\_\_\_\_

Board Secretary \_\_\_\_\_ Dated \_\_\_\_\_

**Participating Member Schleswig Community School District:**

Board President \_\_\_\_\_ Dated \_\_\_\_\_

Board Secretary \_\_\_\_\_ Dated \_\_\_\_\_

**Participating Member Sheldon Community School District:**

Board President \_\_\_\_\_ Dated \_\_\_\_\_

Board Secretary \_\_\_\_\_ Dated \_\_\_\_\_



**Participating Member Shenandoah Community School District:**

Board President \_\_\_\_\_ Dated \_\_\_\_\_

Board Secretary \_\_\_\_\_ Dated \_\_\_\_\_

**Participating Member Sidney Community School District:**

Board President \_\_\_\_\_ Dated \_\_\_\_\_

Board Secretary \_\_\_\_\_ Dated \_\_\_\_\_

**Participating Member Sioux City Community School District:**

Board President \_\_\_\_\_ Dated \_\_\_\_\_

Board Secretary \_\_\_\_\_ Dated \_\_\_\_\_

**Participating Member South Page School District:**

Board President \_\_\_\_\_ Dated \_\_\_\_\_

Board Secretary \_\_\_\_\_ Dated \_\_\_\_\_

**Participating Member Treynor Community School District:**

Board President \_\_\_\_\_ Dated \_\_\_\_\_

Board Secretary \_\_\_\_\_ Dated \_\_\_\_\_

**Participating Member Tri-Center Community School District:**

Board President \_\_\_\_\_ Dated \_\_\_\_\_

Board Secretary \_\_\_\_\_ Dated \_\_\_\_\_

**Participating Member Underwood Community School District:**

Board President \_\_\_\_\_ Dated \_\_\_\_\_

Board Secretary \_\_\_\_\_ Dated \_\_\_\_\_

**Participating Member Villisca Community School District:**

Board President \_\_\_\_\_ Dated \_\_\_\_\_

Board Secretary \_\_\_\_\_ Dated \_\_\_\_\_

**Participating Member West Harrison Community School District:**

Board President \_\_\_\_\_ Dated \_\_\_\_\_

Board Secretary \_\_\_\_\_ Dated \_\_\_\_\_

**Participating Member West Monona Community School District:**

Board President \_\_\_\_\_ Dated \_\_\_\_\_

Board Secretary \_\_\_\_\_ Dated \_\_\_\_\_

**Participating Member Whiting Community School District:**

Board President \_\_\_\_\_ Dated \_\_\_\_\_

Board Secretary \_\_\_\_\_ Dated \_\_\_\_\_

**Participating Member Woodbine Community School District:**

Board President \_\_\_\_\_ Dated \_\_\_\_\_

Board Secretary \_\_\_\_\_ Dated \_\_\_\_\_

## **Agreement to Establish a Consortium to Jointly Administer an Instructional Program Located in space within the boundaries of the Glenwood Community School District**

This Agreement between the member school districts whose signatures appear at the end of this document (hereafter “members”), including the Glenwood Community School District (hereafter “host”), is to establish a jointly administered program for the enrollment of students from the host and members’ school districts, hereafter called the Southwest Iowa Apex Consortium (hereafter “SWIAC”), pursuant to Iowa Code sections 28E.3 and 280.15(1) to provide quality education and activities for students enrolled from each member district, by the most efficient and economically responsible means; and

Whereas, each member wishes to enroll one or more of its students in classes or programs that are offered and available at the SWIAC Consortium and that are not otherwise available at each member’s site, and

Whereas, the host is willing to jointly administer the programs and activities at the SWIAC Consortium with the members with the costs determined as stated in this Agreement, and

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

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

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

### PURPOSE

Each member school district, pursuant to Iowa Code, has responsibility for the educational outcomes of its resident students. Members agreeing to be part of this Consortium Agreement by sending students to the SWIAC Consortium will become members of the Consortium. This Agreement describes the arrangement for the provision of instructional services for the Consortium. This Agreement further describes certain terms and conditions to participate in SWIAC through a consortium arrangement for the students of each member district, including the host district, and other students not residents of any member district. This Agreement provides a means by which the members may jointly and cooperatively provide greater educational opportunities for students through the offering of educational programs and the collective operation of facilities for student use by exercising powers, privileges, and authority and proceeding to participate in and help administer the program, pursuant to the joint powers authorized by Iowa Code.

A school district, which is not a member of the consortium, may contact the host district member of the Intake Committee for one of its students to be enrolled into the SWIAC Consortium; however, the fact that a school district submits a request to enroll one of its students does not guarantee that the student will be assigned to the consortium site. Upon receipt of a request to enroll a student from a non-member school district, the Intake Committee member will review the student's IEP and determine whether the student is eligible to enroll in the program and whether the program has capacity to admit the student into the program. If a student is eligible to enroll in the program and the program has capacity, the non-member district's request to enroll the student will be forwarded to the host district business office to arrange SWIAC membership for the non-member district. Should the district refrain from joining the consortium, the student will not be enrolled in the SWIAC Consortium program. Should the district agree to join the consortium, given the student's eligibility and program capacity, the district's request for enrollment will be reviewed by the SWIAC Intake Committee. Upon approval for enrollment by the Intake Committee, the student will be enrolled in the Consortium program at the earliest possible date. If the student is eligible to enroll in the program and the district agrees to join the SWIAC, but the program does not have capacity, the non-member school district will be notified by the host district Intake Committee member that it cannot enroll the student in the consortium program. At that time, the resident district remains responsible for locating an appropriate program for the student elsewhere.

## PROGRAM DESCRIPTION

Apex serves students grades Pre-K (at least age 3 with an instructional individualized education plan (IEP) through 12 with significant (Level III) cognitive or behavioral needs, e.g., including but not limited to students with BD, SED, ASD, and other intellectual and developmental disabilities, and students with dual diagnoses who have exhausted special education services in the student's resident school district. The overwhelming majority (95%) of students served by Apex have a DSM-5 diagnosis. Apex serves students who have been assigned to the consortium site by their resident districts, which are members of the consortium, and such assignment has been recommended by the IEP team in the student's resident school district.

The Apex Program is based on sound, well-researched theoretical foundations (e.g., Social Learning Theory, Social Interactionist Perspective, Coercion Theory, Cognitive-Behavioral Theory, and Behavior Momentum Theory) and includes:

- A predictable environment with clear social, emotional, behavioral, and academic expectations
- Attention for students who meet those expectations
- Effective correction when students miss expectations
- A Response-to-Intervention approach utilizing research-supported interventions to address social, emotional, behavioral, and academic needs and a variety of assessments to assess intervention fidelity and outcomes

Children may be enrolled in the SWIAC Consortium after completing the intake process and receiving the approval for enrollment from the Intake Committee. The Intake Committee will be comprised of a representative from the host district, Apex, a member district, an AEA special

education consultant, and an AEA regional administrator. The Intake Committee will determine the enrollment status of any SWIAC Consortium student applicant referred to the Consortium and address any concerns about the student referral. Children excluded from enrollment in the SWIAC Consortium include children who (a) are not from a SWIAC Consortium member district, (b) are actively suicidal or homicidal and not under the care and supervision of a psychiatrist, and (c) have a medical or physical challenge that cannot be adequately addressed by Apex staff (as determined by the Intake Committee). Students attending Apex are transported to and from the program campus by the student's resident district or by a contracted arrangement made by the resident district. Pursuant to this Agreement, instructional services will be provided by Apex.

### NAME/ORGANIZATION

To accomplish the purposes stated above and to carry out joint and cooperative activity associated with the program, there is hereby created the Southwest Iowa Apex Consortium (SWIAC; hereafter "Consortium"). This Consortium shall consist of the original member districts and host district, and shall include additional districts added from time to time, but said Consortium shall not be considered a separate legal entity for purpose of Iowa Code Chapter 28E.

"Host district" means the district of location.

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

"Administrators" mean the superintendents of each public school district whose board has agreed to participate in the Consortium program, including the host district.

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

### FISCAL AGENT

The host district will serve as the fiscal agent for purposes of all administrative business services associated with participation in the Consortium pursuant to the terms of this Agreement. The fiscal agent shall receive funds, handle student, staff, and financial accounting, make timely payments, and provide timely itemized billings to member districts. The host district agrees to enter into the Student Record Information System (SRI) students in classes offered through the SWIAC Consortium Program.

### ADMINISTRATION

The SWIAC Consortium shall be governed and administered by the superintendents of each participating member school district (collectively, "the Administrators"). However, contracts

must be approved and signed by the board president and board secretary of the governing boards of member districts rather than the Administrators.

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

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

- A. Setting policy and directing administrative regulations for the Consortium.
- B. Evaluating and preparing required reports on the effectiveness of the Consortium and the contracted instructional program from Apex.
- C. Assessing the educational needs and interests of the students within their respective district.
- D. Providing long-range planning for the Consortium.
- E. Discussing collective purchases for supplies, equipment, rental/leases, etc., on behalf of the Consortium.
- F. Meeting periodically, as needed, to discuss issues associated with the instructional program contracted from Apex and the Consortium.
- G. Other reasonable and necessary administrative duties.

Votes and approvals by the Administrators may be accomplished by a consensus, a vote at a meeting or by written affirmation by letter or e-mail. However, if the fiscal agent is entering into a contract or agreement on behalf of the Consortium, the governing boards of the member districts shall first approve the contract or agreement. The participating member districts may at any time restrict the powers of the fiscal agent of the Consortium.

#### JOINT MEETINGS

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

#### BOARD APPROVAL

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

#### JURISDICTION

The students attending the Consortium program shall be allowed to participate in the student activities in their districts of residence and will be subject to the eligibility rules of their resident districts. Students in the Consortium continue to be enrolled in their resident districts and are subject to the testing requirements, graduation requirements, and disciplinary procedures of their

resident districts. The Consortium will contract with the service provider to administer required assessments and forward the results of the individual assessments to each resident district. The resident districts remain responsible for the achievement of resident students pursuant to the provisions of the No Child Left Behind Act. Permanent school records shall be maintained at the student's resident district.

The resident districts, through the Consortium, must be actively involved in monitoring adherence to all pertinent state and federal laws, including, but not limited to: testing requirements, No Child Left Behind provisions, IDEA provisions, EDGAR provisions, OMB circular A-87 and A-133 provisions, FERPA provisions, teacher licensure, curriculum development, professional development and expectations, and core curriculum implementation.

Member district students shall be under the jurisdiction of, and be the responsibility of, the host district while in attendance at the Consortium, except as set out in this Agreement. Member district students may be subject to the same academic, disciplinary, and other additional requirements that apply to host district resident students. Member district students may also be subject to additional disciplinary action at their resident district. All disciplinary or other hearings, if any, will be conducted by the administration or board of directors hosting the program with the exception of hearings regarding suspension of more than ten (10) days and expulsions, which will be held by the resident district. The board of the resident district will work with the host district to determine an appropriate course of action to the extent of the Consortium program.

#### INDEPENDENCE RETAINED

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

It is further expressly understood and agreed to by the member districts that nothing contained in this Agreement shall be construed to create a partnership, association or other affiliation or like relationship between the member district (or consortium) and the contracted service provider. In no event shall a school district or the consortium be liable for the debts and/or obligations of the contracted service provider. Likewise, in no event shall the contracted service provider be liable for the debts and/or obligations of a school district or the consortium.

#### NON-DELEGATION

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



## DISPUTE RESOLUTION AND ARBITRATION

In the event that the member districts are unable to agree to the interpretation or operation of this Agreement, the dispute shall be referred to a “Conflict Resolution Committee” made up of the president and vice-president of the board of directors of the host district and the chief administrator of the area education agency (AEA) in which the Consortium program is located. The Committee shall meet to discuss the dispute and make recommendations to the Administrators as to resolution of the dispute.

In the event that the dispute remains unresolved, the fiscal agent shall request that a mediator knowledgeable in Iowa school district matters be appointed by the chief administrator of the AEA in which the Consortium program is located to assist in a negotiated resolution to the dispute.

In the event that mediation does not resolve the dispute, it will be submitted to arbitration by a single neutral arbitrator who is knowledgeable in Iowa school district matters appointed by the chief administrator of the AEA in which the Consortium program is located.

## SPECIAL EDUCATION

Each member district referring students to the Consortium, shall remain responsible for insuring the special education instructional and related services offered to its students at the Consortium provides a free and appropriate public education (FAPE) pursuant to federal and state law.

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

The resident district, working with the private provider and the fiscal agent district, is responsible for IEP development and review.

## LIMITED ENGLISH PROFICIENT

If any student enrolled and served in the Consortium requires a limited English proficient [LEP] program, the resident district shall be billed for the cost of those services provided above the regular instructional program provided. This will be billed as an individualized cost and will be considered non-special education costs.

## STAFFING

Instructional staff for the consortium will be contracted for and are the employees of the contracted service provider, unless this Agreement assigns member districts to provide specific staff positions for the Consortium. Staff providing special education services will be considered employed by the contracted service provider.

The fiscal agent may employ, on behalf of the Consortium, an appropriately licensed person or assign a portion of an appropriately licensed person's time (with time records to show exclusively devoted to the Consortium) to perform the duties of a principal or special education director. Only the employing member district has the power to terminate the employment of the principal/director; however, if a majority of administrators give notice seeking the removal of the principal/director from the Consortium program, the employing member district shall in good faith attempt to reassign or terminate the employment of the principal/director.

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

### TRANSPORTATION

Transportation of active member students to and from the Consortium site will be determined by the resident member district and will not be the responsibility of the host district. In addition, any additional supervision required for a member district student(s) while en route to and from the Consortium site will be the sole responsibility of the resident member district.

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

### PROPERTY

It is not contemplated that the Consortium will acquire, hold or dispose of any real property as part of this undertaking. However, the fiscal agent in the Consortium may enter into leases or sublease arrangements for a classroom to house the program, with approval of the member districts' boards, if that space is not owned or leased by an Iowa school district. Any allowable lease or sublease arrangements may be payable from the Physical Plant and Equipment Levy Fund or other legally authorized funds but not General Fund. Classrooms must meet all legal requirements for classroom space. Any lease for space shall be limited to the space within the classroom used exclusively for the consortium and shall reflect the fair rental value (FRV) for the community in which the private facility is located.

Existing equipment, supplies, furniture, and textbooks of each member district may be used in the Consortium program. Such use will be determined by the Administrators based upon the appropriate need for the item. An inventory of exchanged items will be maintained.

Upon termination of this Consortium Agreement, identifiable exchanged items shall be returned to the district of original ownership. All items purchased separately by each member district during the term of this Agreement shall remain the property of that member district.

Each member district shall be responsible for its own buildings, non-instructional equipment and supplies, school buses, custodial and maintenance, utilities, insurance, and similar costs outside of the Consortium.

### NON-MEMBER DISTRICTS

Occasionally, a district which is not a member of the Consortium may want to refer students to the SWIAC Consortium through the IEP process, with the approval of the governing board of the resident district. Any non-member district that wishes to enroll a student in the consortium must first join the consortium prior to enrolling the student for in the program.

### FINANCIAL PROVISIONS

Members agree to pay Consortium costs to the fiscal agent for their students' enrollment in the Consortium Program. The costs shall be computed by determining actual costs for providing educational services to each member's students with IEPs as defined in this Agreement. Billable costs will include staff salaries and benefits; employee travel; supplies and materials; contract services; and equipment related to special education services for enrolled student in the Consortium Program. Billing will be done monthly with itemized billing quarterly.

A member district may be involuntarily terminated at the end of a school year by a majority vote of the Administrators for failure to pay timely or otherwise not abiding by the terms of this Agreement, if the billings were correctly calculated and appropriate, allowable costs pursuant to state guidance.

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

The fiscal agent shall receive no more than one (1) percent of the regular program DCPD for each student (FTE) enrolled and served in the Consortium program. This is a regular education cost and cannot be charged to special education and includes covering incidental administrative costs such as clerical and business services, postage, and telephone.

The fiscal agent member district shall establish an operating budget for the Consortium program. The budget shall include all anticipated revenues and expenditures for instruction, instructional supervision, and operation and maintenance. If the revenues or cash flow are insufficient to meet the costs of the Consortium, the Administrators shall discuss adjustments to the revenues, expenditures or budget. The budget and any amendments to the budget shall be approved by a majority of the Administrators. Because the costs to districts must be based on actual resident students enrolled and served in the Consortium program, and students may move, drop out or join the program throughout the school year, the budget estimated to be paid by each member district may require adjustment throughout the year accordingly.

The fiscal agent member shall provide itemized billings for the costs set out in this Agreement, within thirty (30) days of the end of each month. No billing shall be provided directly to resident

districts from a third party provider, including the purchased service provider. Each member shall promptly pay its amount at its next board meeting, but no later than thirty (30) days from receipt of the itemized bill. If any costs were estimated in the first three quarters, the final quarter's billing shall be adjusted to ensure that the costs are the actual costs for special education for the entire year and the correct share of costs pursuant to this Agreement. "Itemized" billing means a bill in sufficient detail that each member district can meet its legal fiscal responsibilities, including but not limited to, determining performance of the IEP requirements for each of its students, reporting expenditures from the correct funding source in accordance with the permissive uses guidance document issued in December 2013, filing Medicaid claims or special education claims or determining that such claims have been filed and billed costs reduced by that amount, etc.

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

Specialized costs for identified limited English proficient (LEP) students above the costs of providing instruction for students in a regular curriculum, may be billed to each member district of such identified LEP students in the proportion that each member's student FTE enrolled in the Consortium program and using that specialized LEP instruction bears to the total of all members' student FTE enrolled and using that specialized LEP instruction. Costs must be exclusively for identified LEP students and must be related to LEP instruction above the regular curriculum. Such costs will be billed as an individualized cost and may be paid from the LEP weighted funding (280.4), from SBRC modified supplemental amount (257.31(5)"), or from general fund, general purpose funding.

In the case where a lease agreement is approved by the Administrators and their respective boards, and the facility being leased is not a school building owned or leased by a member district, the annual cost of the lease may be billed to each member district in the proportion that each member's student FTE enrolled in the Consortium program bears to the total of all members' student FTE enrolled during that school year. This must be agreed to by the majority of the Administrators. The lease would be paid from either PPEL or SAVE and is not a special education cost. No costs related to debt, facility use charges or new construction/remodeling may be charged. No lease or use of space cost is permitted if the building is owned or leased by a member school district. The lease agreement will cover only classroom space utilized exclusively by the consortium and shall be at the FRV for the community in which the classroom space is located. The FRV will include operation and maintenance costs.

If a lease agreement is not approved and the cost of insurance other than employee insurances for the host district is increased as a result of the Consortium Program (liability), the excess cost of liability insurance over the normal cost of liability in the host district, may be billed to each member district in the proportion that each member's student FTE enrolled in the Consortium program bears to the total of all members' student FTE enrolled during that school year. This must be agreed to by the majority of the Administrators. The cost is a management fund cost.

Each resident district shall be billed for and pay costs related to the use of the host district's facilities for operation of the SWIAC consortium classroom if those costs exceed the costs the host district would have had if the consortium classroom was not in that district school building. The non-instructional costs may include maintenance (janitorial services, snow and ice removal, and lawn care) estimated at \$18,000.00, and utilities and services (gas, electricity, water, sewer, garbage disposal, and pest control) estimated at \$15,000.00. Costs shall exclude any costs of the Apex Program which are not exclusively related to offering the special education instructional program to the consortium. Because the consortium is located on district property, there shall be NO use charge, lease or rental charged to school districts. Operation and maintenance costs, if allowable, are General Fund costs and may be billed to each member district in the proportion that each member's student FTE enrolled in the Consortium program bears to the total of all members' student FTE enrolled during that school year.

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

The cost of teachers and aides that are not included in actual costs of special education (salaries, FICA, IPERS, health insurances (but not such things as early retirement incentives, TSAs, worker compensation payments or premiums, unemployment)), may be billed to each member district in the proportion that each member's student FTE enrolled in the Consortium program bears to the total of all members' student FTE enrolled during that school year. This must be agreed to by the majority of the Administrators. These costs would be general fund, general purpose expenditures.

Professional development and teacher travel that is specific and unique to the students served in the Consortium Program, may be billed to each member district in the proportion that each member's student FTE enrolled in the Consortium program bears to the total of all members' student FTE enrolled during that school year. This must be agreed to by the majority of the Administrators. If the professional development/travel is special education professional development directly related to provision of IEP services, it may be charged to special education funding by the member districts; if not special education professional development directly related to provision of IEP services or is generic professional development even if to special education staff, it is a general fund, general purpose expenditure.

The cost of supplies and equipment that are not included in actual costs of special education, may be billed to each member district in the proportion that each member's student FTE enrolled in the Consortium program bears to the total of all members' student FTE enrolled during that school year. This must be agreed to by the majority of the Administrators. These costs would be general fund, general purpose expenditures.

The cost of purchased instructional services (whether from the AEA or from a private provider) that are not individualized costs or not appropriate to be included in actual costs of special education, may be billed to each member district in the proportion that each member's student FTE enrolled in the Consortium program bears to the total of all members' student FTE enrolled during that school year. This must be agreed to by the majority of the Administrators. These costs would be general fund, general purpose expenditures.

### CONTRACTED SERVICES

Billings from any purchased service provider must be "itemized" in sufficient detail that each member district can meet its legal fiscal responsibilities, including but not limited to, the ability to:

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

- Ensure that any profit built in by a private for-profit service provider is reasonable. The district has a stewardship responsibility to look at those costs to evaluate the cost effectiveness of purchasing services versus providing the services directly as well as to have procedures in place to meet the coming requirements of the omni-circular related to procurement.
- Ensure that no costs are “per pupil rates.”
- Ensure that no costs are related to purchasing spaces or other phantom student models.
- Ensure time records are maintained when personnel are paid from multiple funding streams and costs are proportionate to time.
- Ensure that if GPP is part of the billing, that the GPP has been used to reduce the costs which are not defined by Code as special education instructional costs.

### AMENDMENTS

The provisions of this Agreement may be added to, amended or modified by a unanimous vote of the administrators of all member districts and approved by their respective school boards. Votes must be cast at a duly called meeting by all administrators physically present. All other Consortium business not pertaining to amending this Agreement shall be decided by a simple majority of the administrators of all member districts.

### DURATION

Subject to the rights of amendment, modification or termination, this Agreement shall be in full force and in effect from the date of execution until June 30, 2020 and shall automatically renew every July 1 for one-year periods unless participation is terminated by a member by providing written notice to all other members on or before January 1 or terminated by mutual agreement of all of the member districts. This Agreement will be reviewed annually by the Administrators, beginning in January 2020.

### TERMINATION

On termination of the Agreement, all assets owned by member districts shall be returned to the member district, and all Consortium assets remaining after payment of all liabilities shall be distributed to each member district, at fair value, on the basis of its total FTE of student enrollment on October 1 in the year of termination in proportion to the total student enrollment of all member districts on October 1. If assets are insufficient to pay all liabilities, members shall be assessed in such proportion. Also, upon termination of this Consortium Agreement, any remaining equipment, supplies, textbooks, and furniture purchased jointly on a prorated basis shall be divided by the same proration, subject to depreciation. Such items will be physically divided, if possible. If not possible, one district shall compensate the other districts for their prorated share of the depreciated value.

### CROSS INDEMNIFICATION

If any claim for damage, injury or other loss (hereinafter “loss”) is made by or on behalf of a student, the district transporting or supervising the student at the time of the loss shall be

responsible for any payment of claims, damages or judgments arising out of the loss, and that transporting or supervising district shall indemnify, defend, and hold harmless the non-transporting or non-supervising district if a claim is made against the non-transporting or non-supervising district for a loss which occurred while the student was under the supervision and control of the transporting or supervising district. Both member districts and the host district agree to carry liability insurance or otherwise contract for coverage of claims consistent with this Agreement.

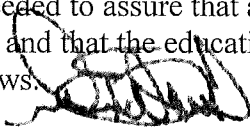
Otherwise, to the extent permitted by law, each of the member districts shall protect, defend, hold harmless, and indemnify the other member districts from and against any and all claims, losses, costs, damages, and expenses including attorneys' fees and expenses, which the other districts may incur by reason of the indemnifying party's negligence, breach of this Agreement or violation of law or right of a third party or that of the indemnifying party's officers, employees or agents.

#### APPLICATION OF LAWS, RULES, AND REGULATIONS

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

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

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



#### BINDING EFFECT

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

#### EXECUTION IN COUNTERPARTS

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

#### SEVERABILITY

If any clause, provision or section of this Agreement shall, for any reason, be held illegal or invalid by a court or state or federal agency, the illegality or invalidity of such clause, provision or section shall not affect any of the remaining clauses, provisions or sections hereof, and this



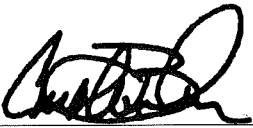
Agreement shall be construed and enforced as if such illegal or invalid clause, provision or section had not been contained herein. In case any agreement or obligation contained in this Agreement is held to be in violation of law, then such agreement or obligation shall be deemed to be void. Failure of a member to enter into this Agreement in accordance with Iowa law or inability of a member to be a party to this Agreement shall not affect the validity or enforceability of this Agreement as to all other members.

In commemoration of this Consortium Agreement, the presidents and secretaries of the respective boards of education sign this Agreement on the dates set below, the Agreement having been passed by a majority roll call vote of each board.

Agreement shall be construed and enforced as if such illegal or invalid clause, provision or section had not been contained herein. In case any agreement or obligation contained in this Agreement is held to be in violation of law, then such agreement or obligation shall be deemed to be void. Failure of a member to enter into this Agreement in accordance with Iowa law or inability of a member to be a party to this Agreement shall not affect the validity or enforceability of this Agreement as to all other members.

In commemoration of this Consortium Agreement, the presidents, and secretaries of the respective boards of education sign this Agreement on the dates set below, the Agreement having passed by a majority roll call vote of each board.

**For the Host and Fiscal Agent Member School District – Glenwood CSD:**

Board President		Dated	<u>7-29-22</u>
Board Secretary	<u>Jim Remett</u>	Dated	<u>7-29-22</u>

**For the Member School District - \_\_\_\_\_**

Board President	_____	Dated	_____
Board Secretary	_____	Dated	_____

Iowa Western Community College Academy Program Agreements  
Addendum to current contract for 2022-2023

As a participating school of the Iowa Western Academy Programs, each school agrees to the following membership requirements:

1. Each member school accepts responsibility for 5% of total tool/supplies costs per student, per semester, per program costs below.
  - a. Auto: \$199.85
  - b. Diesel: \$238.65
  - c. Welding: \$20.00
  - d. Construction: \$14.25
  - e. Electrical: \$23.50
  - f. HVAC: \$111.50
2. Each member school accepts responsibility for the full cost of damaged lost or stolen tools invoiced at the end of each semester;
3. Textbook Rental program will remain the same;
4. Academy classes will follow the IWCC academic calendar;
5. Courses will begin August 15, 2022;
6. The final class date for the first semester is December 9, 2022;
7. Academy classes will begin for the second semester on January 9, 2023;
8. The final class date for the second semester is May 12, 2023;
9. The cancellation of Academy classes due to weather or extenuating circumstances will be based upon decisions made by Iowa Western. (If the student's primary school cancels or has an early out, students will be allowed excused absences.)
10. Academy participating schools accept the grading system and practices of the IWCC instructor;
11. In the event of any course being taught by an instructor employed by the high school, it is the high school district's responsibility to ensure that individual has passed all required background checks to be employed as a teacher, per the Iowa Department of Education.
12. Participating schools agree to the following classes at the scheduled times per the attached schedules:

All member schools are expected to sign a Contract with IWCC. This Contract will be sent out to member schools by IWCC. The final copy signed is due by the end of September 2022.

This contract to enter into any of the attached Academy programs is a one-year agreement only for 2022-2023.

Shenandoah

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Board President/Superintendent

School District

Date

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Board President

Iowa Western Community College

Date



REC'D

AUG 01 2022

SUPERINTENDENT  
OF SCHOOLS

July 28, 2022

Dr. Kerri Nelson  
Shenandoah Community School  
304 West Nishna Rd  
Shenandoah, IA 51601

Dear Dr. Kerri Nelson,

First Heritage Bank is interested in offering an exciting new product to our account holders called School Spirit checks. This program is a great way to promote Shenandoah Community School and will allow your students, parents of students and alumni the opportunity to show their school pride.

First Heritage Bank has also agreed to donate a portion of the proceeds back to the Shenandoah Community School to show our support.

The School Spirit checks will be custom designed to correspond to your school's branding. Main Street, Inc., our check program partner, located in Birmingham, Alabama, will design and produce the checks with your school's branding for First Heritage Bank. The checks can then be personalized with the account holder's information.

Before we proceed, we will need your approval for the use of Shenandoah Community School branded materials, as well as a vector logo file. Please sign and complete the attached Permission Agreement.

We can receive the artwork by email at [mfielder@fhbshen.com](mailto:mfielder@fhbshen.com). If you have any questions, please feel free to give me a call at 712-246-5118. We look forward to developing this new program with your cooperation and support.

Warmest Regards,

A handwritten signature in cursive script that reads "Mandy Fielder".

Mandy Fielder  
CEO/CFO



P.O. Box 8, 612 Hartford Ave.  
Farragut, Iowa 51639-0008  
712-385-8127  
Fax- 712-385-8110

[www.fhbshen.com](http://www.fhbshen.com)

801 S. Fremont  
Shenandoah, Iowa 51601  
712-246-5118  
Fax- 712-246-3554



# SCHOOL SPIRIT CHECK PERMISSION AGREEMENT



This Permission Agreement is made effective as of \_\_\_\_\_ between  
Shenandoah Community School \_\_\_\_\_ and First Heritage Bank \_\_\_\_\_  
School Name Date Financial Institution  
Whereas, Shenandoah Community School \_\_\_\_\_ wishes to participate in  
First Heritage Bank \_\_\_\_\_'s School Spirit Check program, the two parties agree to the following:  
Financial Institution School Name

- 1). Shenandoah Community School \_\_\_\_\_ grants  
School Name  
First Heritage Bank \_\_\_\_\_ and its third party check vendor, ("Main Street")  
Financial Institution  
permission to create custom checks using one or any combination of the following:  
School Name, School Colors, Mascot, Logos, and Mottos.
- 2). Shenandoah Community School \_\_\_\_\_ agrees to hold harmless and indemnify  
School Name  
First Heritage Bank \_\_\_\_\_ and Main Street in any dispute that may arise  
Financial Institution  
with any copyright or trademark holder due to the use of the School Name, School Colors, Mascot,  
Logos, or Mottos with the School Spirit Check program.

In Witness Thereof, the parties hereto have caused this Agreement to be executed as of the date written above:

School Name: Shenandoah Community School \_\_\_\_\_  
City/State/Zip: Shenandoah, IA 51601 \_\_\_\_\_  
By: \_\_\_\_\_  
(Authorized Signature)  
Print: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Financial Institution: First Heritage Bank \_\_\_\_\_  
Financial Institution Number: 2048 \_\_\_\_\_  
City/State/Zip: Shenandoah, IA 51601 \_\_\_\_\_  
By: Mandy Fielder \_\_\_\_\_  
(Authorized Signature)  
Print: Mandy Fielder \_\_\_\_\_  
Title: CEO/CFO \_\_\_\_\_  
Date: 07/28/2022 \_\_\_\_\_

### SCHOOL SPIRIT CHECK SET UP:

School Name: \_\_\_\_\_ Mascots: \_\_\_\_\_  
School Website: \_\_\_\_\_

Add Byline:  YES  NO *IF YES; Messages can't exceed two lines, and each line can contain up to 35 characters.*

\_\_\_\_\_  
\_\_\_\_\_  
*Example: Go Wildcats!*

Acceptable File Types: (high resolution, large image preferred) AI, EPS, SVG, PDF, PSD, JPEG, PNG, and TIF  
*Images we will NOT accept are Word Documents, Screenshots, or images embedded in email.*

Email Completed Form and School Logo/Mascot Logo to: mfielder@fhbshen.com