

Shenandoah Community School District Board of Directors
Shenandoah Administrative Board Room
January 8, 2018 – 5:00 p.m.

Board Agenda

1. Call to Order
2. Roll Call and Determination of Quorum
3. Mission Statement: Read by Director Kathy Langley
 - 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. Consent Agenda
 - a. Minutes
 - b. Treasurer's Report
 - i. Account Balances
 - ii. Unspent Authorized Budget Report
 - iii. Accounts Payable
 - c. Personnel Requests
Contracts:
Breanna Dyche PS Associate \$11.84/hr probationary
Suzanne Tillman PS Associate \$11.84/hr probationary
Resignations:
Spencer Rice 9th Grade Baseball Coach
 - d. Fundraising Requests
*on attached sheet
 - e. Out of State Travel Requests
Weightlifting Class to Beatrice, NE on January 13th
7. Action Items
 - a. Approve Master Service Agreement with OneNeck Solutions
 - b. Approve Contract with Midwest Mental Health Services
8. Informational Items
Next Regular Meeting – February 12, 2018 at 5:00 p.m.
9. Adjournment

Shenandoah Community School District
Minutes of the Board of Directors Special Session– December 8, 2017
Administration Board Room

Call to Order:

Board President Greg Ritchey called the meeting to order at 10:00 a.m.

Roll Call:

Roll Call was answered by Directors Jean Fichter, Kathy Langley, Greg Ritchey and Adam Van Der Vliet all via teleconference do to conflicting work schedules. Also present were Superintendent Dr. Kerri Nelson and Board Secretary Lisa Holmes. Absent was Director Kip Anderson.

Action Items:

Approve the Development of a 3 year old preschool program: Head Start in Shenandoah will be closing at the end of the 2017. The district would like to create a preschool class for 3 year olds to accommodate the displaced students from Head Start through the end of the school year. Director Langley moved to expand the preschool program at the school to include a 3 year old class. The motion was seconded by Director Van Der Vliet. 4 Ayes with Director Anderson absent – Motion passes.

Adjournment at 10:05 a.m. Motion by Director Fichter, 2nd by Director Langley. 4 Ayes with Director Anderson absent – Motion passes.

Board Secretary

Board President

Shenandoah Community School District
Minutes of the Regular Meeting of the Board of Directors – December 11, 2017
Administration Board Room

Call to Order:

Board President Greg Ritchey called the meeting to order at 5:00 pm.

Roll Call:

Roll Call was answered by Directors Kip Anderson, Jean Fichter, Kathy Langley, Greg Ritchey and Adam Van Der Vliet. Also present were Superintendent Dr. Kerri Nelson, Board Secretary Lisa Holmes and School Business Official Sherri Ruzek.

Mission Statement:

The SCSD Mission Statement was read by Director Kip Anderson.

Welcome to Audience:

Board President Greg Ritchey welcomed everyone to the meeting.

Open Forum:

John Greenleaf shared with the board that he and 2 other drivers had just completed their final course to become DOE certified.

Administrative Reports:

Preschool Program: Elementary Principal Tiffany Spiegel gave a presentation to the board on the preschool program. There are currently 70 children attending with an increase of approximately 12 children expected when the current Head Start class joins the district as a 3 year old class beginning after the first of the year.

Avenue of Scholars Scholarship Fund: High School Principal Sandy Hilding reported that Avenue of Scholars representatives have informed the school that they will be offering a minimum of 5 scholarships to Shenandoah seniors who meet need requirements and are first generation college students to attend Metro Community College.

Director Van Der Vliet left at 5:22 p.m.

Middle School Science Presentation: Mr. Ehlers and students Logan Dickerson and Carter Backus gave a demonstration on how the program Makey Makey works and Emma Sickman, Lily Barnhart, Maddie Silvestre and Kallee Kalkas showed houses that they built using common items to see what materials insulated the best. These programs are all part of the 8th grade Science Exploration class. Mrs. Hunter gave a presentation to the board on programs being taught in her 7th grade Innovative Technology class which includes coding and introduction to robotics.

Consent Agenda:

Approve the consent agenda as amended to include previous minutes, the financial accounts and the payments of bills. Personnel Requests: Contracts: Sara Wilcox, Special Education Associate - \$11.99/hr probationary. Modifications: Lori Knight from Associate Level I to Level II/III - \$13.19/hr to \$13.34/hr; Barbara Farwell, .625 FTE to 1.0 FTE - \$37,484.38 to \$59,975.00. Resignation: Morgan Pulliam, Special Ed Associate; Bailey DeBolt, 9th Grade Softball Coach; Jason Birt, MS Football Coach. Volunteer Coach: Andy Campbell, 9th Grade Girls Basketball. Fundraising Requests: on attached sheet. Out of State Travel Requests: Contemporary Affairs class to participate in Mock Trial competition and travel to an Omaha, Ne prison in March.

Motion to Approve by Director Anderson, 2nd by Director Langley. 4 Ayes with Director Van Der Vliet absent – Motion passes.

Action Items:

Approve the transportation and disposal of chemicals form the high school chemical storage room - Motion to Approve by Director Langley, 2nd by Director Fichter. 4 Ayes with Director Van Der Vliet absent – Motion passes.

Approve the At-Risk/Dropout Prevention Application in the amount of \$186,959. Motion to Approve by Director Fichter, 2nd by Director Langley. 4 Ayes with Director Van Der Vliet absent – Motion passes.

Approve License and Service Agreement with Simplified Online Communication Systems. Motion to Approve by Director Langley, 2nd by Director Fichter. 4 Ayes with Director Van Der Vliet absent – Motion passes.

Approve 28E Agreement with Clarinda CSD for ELL Teacher. Motion to Approve by Director Fichter, 2nd by Director Langley. 4 Ayes with Director Van Der Vliet absent – Motion passes.

Approve Board Operating Principles and Guidelines – Motion to Approve by Director Anderson, 2nd by Director Langley. 4 Ayes with Director Van Der Vliet absent – Motion passes.

Discussion Items:

Director Van Der Vliet arrived at 5:55 p.m.

School Bases Mental Health Services – Dr. Kerri Nelson shared with the board an opportunity to provide on-site mental health counseling a few days per week that would be contracted with an outside company. The board was agreeable to this option and Dr. Nelson will investigate further and bring a possible contract back to the board for approval at a later date.

Board Goals – Dr. Kerri Nelson provided the board with some optional templates for displaying and sharing the board goals. A committee of Jean Fichter and Kathy Langley will meet with Dr. Nelson to work more on this project.

Next Board Meetings: School Tour – meet at the K-8 building at 1:00 p.m. on December 12th. Regular Meeting – January 8, 2018 at 5:00 p.m.

Adjournment at 6:07 pm. Motion by Director Langley, 2nd by Director Van Der Vliet. 5 Ayes – Motion passes.

Board Secretary

Board President

Shenandoah Community School District Board of Directors
Minutes of the Facility Tour
December 12, 2017 – 1:00 p.m.

Shenandoah Board Members toured the K-8 Facility.

Board Secretary

Board President

SHENANDOAH ACCOUNT BALANCES		December 31, 2017				
ACCOUNT	JULY	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER
General Fund (10)						
Beg Balance Checking (Bank Iowa)	\$1,299.46	\$1,299.79	\$1,300.03	\$1,287.25	\$0.00	\$0.00
Beg Balance Savings (Bank Iowa)	\$29,723.26	\$29,729.98	\$29,001.81	\$29,008.25	\$0.00	\$0.00
Beg Balance Checking (Century)	\$1,266,024.34	\$1,409,921.02	\$948,927.07	\$633,527.84	\$603,626.01	\$593,865.67
Beg Balance Savings (Century)	\$2,285,380.30	\$1,411,107.08	\$1,140,000.56	\$1,747,000.51	\$2,970,914.33	\$2,979,811.00
Revenues	\$162,127.47	\$264,311.19	\$1,355,738.01	\$2,221,476.73	1,052,466.93	\$1,000,626.54
Expenditures	-\$911,519.63	-\$996,404.35	-\$1,070,989.17	-\$1,071,091.05	-1,054,212.12	-\$971,892.22
End Balance Checking (Bank Iowa)	\$1,299.79	\$1,300.03	\$1,287.25	\$0.00		
End Balance Savings (Bank Iowa)	\$29,729.98	\$29,736.81	\$29,008.25	\$0.00		
End Balance Checking (Century)	\$1,409,921.02	\$948,927.07	\$633,527.84	\$603,626.01	593,865.67	\$461,235.61
End Balance Savings (Century)	\$1,411,107.08	\$1,140,000.56	\$1,747,000.51	\$2,970,914.33	2,979,811.00	\$3,141,352.61
Total General Fund	\$2,852,057.87	\$2,119,964.47	\$2,410,823.85	\$3,574,540.34	\$3,573,676.67	\$3,602,588.22
Management Fund (22)						
Beg Balance Checking (Bank Iowa)	\$6,287.32	\$6,288.44	\$6,289.58	\$6,290.68	\$0.00	\$0.00
Beg Balance Savings (Bank Iowa)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Beg Balance Checking (Century)	\$13,466.24	-\$19,809.48	\$5,193.70	\$5,196.48	\$5,200.88	\$6,345.07
Beg Balance Savings (Century)	\$542,891.64	\$345,106.38	\$320,244.29	\$338,116.94	\$344,538.23	\$324,677.81
Revenues Checking	\$2,215.86	\$142.23	\$17,876.53	\$135.01	\$142.77	\$138.82
Expenditures Checking	-\$233,275.72				-\$18,859.00	\$0.00
End Balance Checking (Bank Iowa)	\$6,288.44	\$6,289.58	\$6,290.68	\$0.00		
End Balance Savings (Bank Iowa)						
End Balance Checking (Century)	-\$19,809.48	\$5,193.70	\$5,196.48	\$5,200.88	\$6,345.07	\$6,350.50
End Balance Savings (Century)	\$345,106.38	\$320,244.29	\$338,116.94	\$344,538.23	\$324,677.81	\$324,811.20
Total Management Fund	\$331,585.34	\$331,727.57	\$349,604.10	\$349,739.11	\$331,022.88	\$331,161.70
SAVE Fund (33)						
Beg Balance Checking (Bank Iowa)	\$4,176.66	\$4,177.41	\$4,178.17	\$4,178.91	\$0.00	\$0.00
Beg Balance Savings (Bank Iowa)	\$5,003.46	\$5,004.59	\$5,005.55	\$5,006.66	\$0.00	\$0.00
Beg Balance Checking (Century)	\$31,741.11	\$31,753.18	\$31,772.66	-\$48,158.08	\$51,702.97	\$51,616.86
Beg Balance Savings (Century)	\$1,694,920.06	\$1,750,787.83	\$1,800,303.84	\$1,849,757.09	\$1,808,378.10	\$1,808,378.10
Revenues Checking	\$90,804.95	\$84,288.38	\$84,223.10	\$84,222.71	109,119.52	\$86,620.52
Expenditures Checking	-\$34,923.23	-\$34,751.17	-\$114,698.74	-\$34,926.22	-34,863.17	-\$44,559.56
End Balance Checking (Bank Iowa)	\$4,177.41	\$4,178.17	\$4,178.91	\$0.00		
End Balance Savings (Bank Iowa)	\$5,004.59	\$5,005.55	\$5,006.66	\$0.00		
End Balance Checking (Century)	\$31,753.18	\$31,772.66	-\$48,158.08	\$51,702.97	51,616.86	\$41,848.50
End Balance Savings (Century)	\$1,750,787.83	\$1,800,303.84	\$1,849,757.09	\$1,808,378.00	1,882,720.56	\$1,934,549.88
Total SAVE Fund	\$1,791,723.01	\$1,841,260.22	\$1,810,784.58	\$1,860,080.97	\$1,934,337.42	\$1,976,398.38
PPEL Fund (36)						
Beg Balance Checking (Bank Iowa)	\$3,201.02	\$3,201.59	\$3,202.17	\$3,202.73	\$0.00	\$0.00
Beg Balance Savings (Bank Iowa)	\$16,461.39	\$16,465.11	\$16,468.89	\$16,472.55	\$0.00	\$0.00
Beg Balance Checking (Century)	\$2,248.70	\$2,808.34	\$13,676.00	\$266,035.25	\$180,432.14	\$180,432.14
Beg Balance Savings (Century)	\$549,000.87	\$464,685.94	\$451,880.54	\$160,043.95	\$354,293.36	\$383,192.91
Revenues Checking	\$5,690.53	\$12,207.51	\$58,267.21	\$174,700.11	\$28,969.56	\$52,158.37
Expenditures Checking	-\$89,441.53	-\$14,140.89	-\$97,740.33	-\$85,729.09	-\$40,942.12	-\$46,117.42
Expenditures Accts Pay						
End Balance Checking (Bank Iowa)	\$3,201.59	\$3,202.17	\$3,202.73	\$0.00		
End Balance Savings (Bank Iowa)	\$16,465.11	\$16,468.89	\$16,472.55	\$0.00		
End Balance Checking (Century)	\$2,808.34	\$13,676.00	\$266,035.25	\$180,432.10	\$139,560.03	\$93,523.24
End Balance Savings (Century)	\$464,685.94	\$451,880.54	\$160,043.95	\$354,293.36	\$383,192.91	\$435,270.65
Total PPEL Fund	\$487,160.98	\$485,227.60	\$445,754.48	\$534,725.46	\$522,752.94	\$528,793.89

SHENANDOAH ACCOUNT BALANCES		December 31, 2017				
ACCOUNT	JULY	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER
Nutrition (61)						
Beg Balance Checking (Century Bank	\$9,340.97	\$1,561.62	\$1,561.69	\$1,561.76	\$0.00	\$0.00
Beg Balance Checking (Bank Iowa)	\$1,561.56	\$13,429.21	\$22,106.79	\$61,954.89	\$67,943.48	\$68,782.50
Revenues Checking	\$19,802.59	\$22,300.02	\$32,063.08	\$76,771.28	\$72,869.29	\$64,553.66
Expenditures Checking	-\$7,230.58	-\$13,622.37	-\$67,214.91	-\$72,344.45	-72030.27	-\$60,148.09
Loan to Hot Lunch Fund			\$75,000.00			
Payable Accounts						
End Balance Checking (Bank Iowa)	\$14,990.83	\$1,561.69	\$1,561.76	\$0.00	\$0.00	\$73,188.07
End Balance Checking (Century)		\$22,106.79	\$61,954.89	\$67,943.48	\$68,782.50	
Total Nutrition	\$14,990.83	\$23,668.48	\$63,516.65	\$67,943.48	\$68,782.50	\$73,188.07
Grand Total Acct 3	\$14,990.83	\$23,668.48	\$63,516.65	\$67,943.48	\$68,782.50	\$73,188.07
Reconciliation						
Bank Statement Checking (Bank low	\$1,561.62	\$1,575.12	\$1,575.19	\$0.00	\$0.00	
Bank Statement Checking (Century)	\$13,429.21	\$22,006.39	\$58,694.19	\$67,693.48	\$68,532.50	\$72,938.07
Less Outstanding Checks	-\$59.43	-\$205.03	-\$45.03	\$0.00	0	
Outstanding Withdrawals for Payrol	\$250.00	\$292.00	\$3,292.30	\$250.00	250	\$250.00
Deposits in Transit						
Total Reconciliation	\$15,181.40	\$23,668.48	\$63,516.65	\$67,943.48	\$68,782.50	\$73,188.07
Amount Reconciliation Off	-\$190.57	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

SHENANDOAH COMMUNITY SCHOOL DISTRICT
EXPENDITURES/EXPENSES TO CERTIFIED BUDGET COMPARISON
 THROUGH December 2017

	FUNCTION	OTHER					TRUST FUND	ACTIVITY
		GENERAL	MGMNT	AGENCY	PPEL			
INSTRUCTION	1XXX	\$2,765,253.92	\$138,438.18	\$204.79	\$1,100.95		\$1,425.00	\$118,118.73
SUPPORT SERVICES	2XXX	\$1,687,746.85	\$104,851.29		\$280,169.87			
NON-INSTRUCTIONAL	3XXX		\$8,784.25					
FACILITIES ACQ & CONST	4XXX				\$91,890.56			
DEBT	5XXX							
AEA FLOW THROUGH	6100	\$252,876.00						
TRANSFERS	62XX	\$75,000.00						
AUDITOR ADJ	69xx							
TOTAL		\$4,780,876.77	\$252,073.72	\$204.79	\$373,161.38	\$0.00	\$1,425.00	\$118,118.73
PUBLISHED BUDGET		\$14,307,706.00	\$505,284.00	\$0.00	\$1,159,216.00		\$0.00	\$335,041.00
% USED		33.41%	49.89%	#DIV/0!	32.19%	#DIV/0!	#DIV/0!	35.26%

% avg/mo/calc - 100%/12 mo X # months illustrated
 0.00%

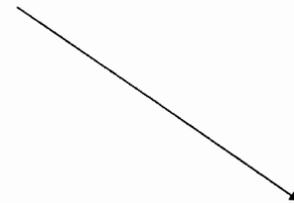
	FUNCTION	DEBT				TOTAL USED	PUB BUDGET	% OF BUDGET
		SAVE	SERVICE	NUTRITION	NOT USED			
INSTRUCTION	1XXX					\$3,024,541.57	\$8,929,000.00	33.87%
SUPPORT SERVICES	2XXX	\$856.62		\$294.70		\$2,073,919.33	\$4,310,100.00	48.12%
NON-INSTRUCTION	3XXX			\$293,549.10		\$302,333.35	\$582,000.00	51.95%
FACILITIES ACQ & CONST	4XXX	\$89,186.39				\$181,076.95	\$500,000.00	36.22%
DEBT	5XXX		\$690,298.00			\$690,298.00	\$1,500,000.00	46.02%
AEA FLOW THROUGH	6100					\$252,876.00	\$505,752.00	50.00%
TRANSFERS	62XX	\$208,679.08				\$283,679.08	\$420,000.00	67.54%
AUDITOR ADJ	69XX					\$0.00		#DIV/0!
ENDING BALANCE							\$4,125,815.00	0.00%
TOTAL		\$298,722.09	\$690,298.00	\$293,843.80	\$0.00	\$6,808,724.28	\$20,872,667.00	32.62%
PUBLISHED BUDGET		\$2,502,708.00	\$1,498,183.00	\$564,529.00	\$0.00		\$20,872,667.00	
% USED		11.94%	46.08%	52.05%	#DIV/0!		32.62%	

**SHENANDOAH COMMUNITY SCHOOL DISTRICT
CALCULATION OF MISCELLANEOUS INCOME
2017-18**

	STATE AID Source Codes 3111, 3113, 3204 3216, 3342, 3116, 3376	FOUR YEAR-OLD PRESCHOOL Source Code 3117	AEA FLOWTHROUGH Source Code 3214	PROPERTY TAX Source Codes 1110-1119	INCOME SURTAXES Source Codes 1130-1139	EXCISE TAXES UTILITY REPL. Source Codes 1170-1179	MOBILE HOME TAXES Source Codes 1190-1191	** MISCELLANEOU Source Codes All Other	TOTAL REVENUE (Includes Flowthrough)
JUL			\$42,146.00					\$41,096.95	\$83,242.95
AUG			\$42,146.00					\$28,137.12	\$70,283.12
SEP	\$617,733.00	\$19,547.00	\$42,156.00	\$652,314.65		\$864.39	\$165.29	\$23,122.97	\$1,355,738.01
OCT	\$617,733.00	\$19,547.00	\$42,146.00	\$1,472,648.50		\$2,197.11	\$123.24	\$67,205.12	\$2,221,476.73
NOV	\$617,733.00	\$19,547.00	\$42,146.00	\$240,027.34		\$49,742.43		\$83,271.16	\$1,052,466.93
DEC	\$617,733.00	\$19,547.00	\$42,146.00	\$104,216.37	\$150,651.60			\$66,332.57	\$1,000,626.54
JAN									\$0.00
FEB									\$0.00
MAR									\$0.00
APR									\$0.00
MAY									\$0.00
JUN									\$0.00
TOTAL	\$2,470,932.00	\$78,188.00	\$252,886.00	\$2,469,206.86	\$150,651.60	\$52,803.93	\$288.53	\$309,165.89	\$5,783,834.28

** Fill in STATE AID, INSTRUCTIONAL SUPPORT, FOUR YEAR-OLD PRESCHOOL, STATE FISCAL STABILIZATION, AEA FLOWTHROUGH, PROPERTY TAX, INCOME SURTAXES, EXCISE TAXES and TOTAL REVENUE columns. The MISC column will automatically be filled in and transferred to the UNSPENT AUTHORIZED BUDGET CALCULATION at the right

Yellow indicates a formula)



**SHENANDOAH COMMUNITY SCHOOL DISTRICT
UNSPENT AUTHORIZED BUDGET CALCULATION
2017-18**

REGULAR PROGRAM DISTRICT COST	\$7,168,465.00	
+ REGULAR PROGRAM BUDGET ADJUSTMENT	\$350,515.00	
+ SUPPLEMENTARY WEIGHTING DISTRICT COST	\$103,978.00	
+ SPECIAL ED DISTRICT COST	\$783,686.00	
+ TEACHER SALARY SUMMPLEMENT DISTRICT COST	\$676,898.00	
+ PROF DEV SUPPLEMENT DISTRICT COST	\$73,169.00	
+ EARLY INTERVENTION SUPPL DISTRICT COST	\$86,045.00	
+ TEACHER LEADERSHIP SUPPLEMENT	\$361,124.00	
+ AEA SPECIAL ED SUPPORT	\$349,577.00	
+ AEA SPECIAL ED SUPPORT ADJUSTMENT	\$10,735.00	
+ AEA MEDIA SERVICES	\$58,838.00	
+ AEA EDUCATIONAL SERVICES	\$65,064.00	
+ AEA SHARING DISTRICT COST	\$0.00	
+ AEA TEACHER SALARY SUPPL DISTRICT COST	\$36,996.00	
+ AEA PROF DEV SUPPL DISTRICT COST	\$3,942.00	
+ DROPOUT ALLOWABLE GROWTH	\$183,610.00	
+ SBRC ALLOWABLE GROWTH OTHER #1	\$136,649.00	(Increased Enrollment)
+ SBRC ALLOWABLE GROWTH OTHER #2 (LEP)	\$2,805.00	
+ SPECIAL ED DEFICIT ALLOWABLE GROWTH	\$300,000.00	
- SPECIAL ED POSITIVE BALANCE REDUCTION	\$0.00	
- AEA SPECIAL ED POSITIVE BALANCE	\$0.00	
+ ALLOWANCE FOR CONSTRUCTION PROJECTS	\$0.00	
- UNSPENT ALLOWANCE FOR CONSTRUCTION	\$0.00	
+ ENROLLMENT AUDIT ADJUSTMENT	-\$13,182.00	
- AEA PRORATA REDUCTION	\$57,385.00	
= MAXIMUM DISTRICT COST	\$10,681,529.00	
+ PRESCHOOL FOUNDATION AID	\$196,333.00	
+ INSTRUCTIONAL SUPPORT AUTHORITY	\$565,578.00	
+ ED IMPROVEMENT AUTHORITY	\$0.00	EST
+ OTHER MISCELLANEOUS INCOME	\$309,165.89	
+ UNSPENT AUTH BUDGET - PREVIOUS YEAR	\$2,943,266.00	
= MAXIMUM AUTHORIZED BUDGET	\$14,695,871.89	
- EXPENDITURES	\$4,780,876.77	32.53%
= UNSPENT AUTHORIZED BUDGET	\$9,914,995.12	

EXPENDITURES

JULY	\$272,293.00
AUGUST	\$340,399.21
SEPTEMBER	\$1,070,989.17
OCTOBER	\$1,071,091.05
NOVEMBER	\$1,054,212.12
DECEMBER	\$971,892.22
JANUARY	
FEBRUARY	
MARCH	
APRIL	
MAY	
JUNE	
TOTAL	\$4,780,876.77

MONTHLY BOARD VENDOR BILLS
 January 2018 AP

Vendor Name	Invoice Detail Amount	Invoice Detail Description
Checking Account ID 20	Fund Number 61	SCHOOL NUTRITION FUND
ANDERSON ERICKSON DAIRY	5,771.38	SNF FOOD FOR THE FOODSERVICE PROGRAM
BMO MASTERCARD	587.78	SNF EQUIPMENT
FAREWAY STORES	77.01	FOOD FOR CATERING
HY-VEE	51.84	SNF FOOD FOR THE FOODSERVICE PROGRAM
JOSH KARLSLYST	10.45	DAILY SALES-SCHOOL LUNCHES
MARTIN BROS DIST	15,722.99	SNF SUPPLIES
MEYER LABORATORY INC	30.09	SNF SUPPLIES
RAPIDS WHOLESALE	619.82	SNF SUPPLIES
SMITH VENDING	240.89	SNF FOOD FOR THE FOODSERVICE PROGRAM
TRIPLE K MANUFACTURING	106.50	SNF FOOD FOR THE FOODSERVICE PROGRAM
US FOODS	1,777.32	SNF SUPPLIES
Fund Number 61	<u>24,996.07</u>	
Checking Account ID 20	24,996.07	
Checking Account ID 3	Fund Number 21	ACTIVITY FUND
4 SEASONS FUNDRAISING	7,612.31	SUPPLIES/FFA
BAND BOOSTERS	2,723.34	MUSTANG FIELD CONCESSION SUPPLIES
BMO MASTERCARD	168.27	MUSTANG FIELD CONCESSION SUPPLIES
BMO MASTERCARD	683.65	SUPPLIES/NHS
BMO MASTERCARD	154.68	SUPPLIES/FFA
BMO MASTERCARD	408.59	SUPPLIES/STUDENT COUNCIL
BMO MASTERCARD	228.49	MAY MENTORING ACTIVITY SUPPLIES
BMO MASTERCARD	54.65	SUPPLIES/MS FCCLA
BMO MASTERCARD	46.24	STUTRAVEL /MS STUDENT COUNCIL
BMO MASTERCARD	74.46	SUPPLIES/GENERAL ATHLETICS
BMO MASTERCARD	464.81	SUPPLIES/GENERAL ATHLETICS
BRODY BOPP	36.00	GENERAL ATHLETIC WORKERS
CHRIS ETHEN	125.00	GENERAL ATHLETICS OFFICIAL
CURTIS OSBORN	105.00	GENERAL ATHLETICS OFFICIAL
DENNIS PERRY	60.00	GENERAL ATHLETICS OFFICIAL
DENNY HOWARD	90.00	GENERAL ATHLETIC WORKERS
DON JARRETT	125.00	GENERAL ATHLETICS OFFICIAL
DOUG DICKINSON	300.00	GENERAL ATHLETICS OFFICIAL
DUSTIN EDIE	300.00	GENERAL ATHLETICS OFFICIAL
ERIC DUNCAN	70.00	GENERAL ATHLETICS OFFICIAL
ERIK GRUDLE	310.00	GENERAL ATHLETICS OFFICIAL
FAREWAY STORES	5,261.17	MUSTANG FIELD CONCESSION SUPPLIES
FRIEND HIGH SCHOOL	125.00	ENTRY FEE TO ANOTHER SCHOOL
GRAPHIC EDGE	3,786.39	SUPPLIES/GENERAL ATHLETICS
GREAT AMERICAN SAVINGS	3,496.40	BPA SUPPLIES
HOWARD SPORTING GOODS	8,397.00	SUPPLIES/GENERAL ATHLETICS
IOWA FCCLA	10.00	REGISTRATION/FCCLA
IOWA HIGH SCHOOL SPEECH ASSOCIATION	241.00	REGISTRATION/SHS SPEECH CLUB
ISACC GIBSON MEMORIAL FUND	327.54	MUSTANG FIELD CONCESSION SUPPLIES
JACK BRADY	36.00	GENERAL ATHLETIC WORKERS
JAKE CERVEN	220.00	GENERAL ATHLETICS OFFICIAL
JAKE JOHNSON	36.00	GENERAL ATHLETIC WORKERS
JAMES DRIVER	120.00	GENERAL ATHLETICS OFFICIAL
JANE GUTSCHENRITTER	54.00	GENERAL ATHLETIC WORKERS
JAY HEINY	220.00	GENERAL ATHLETICS OFFICIAL
JEFF LAUGHLIN	175.00	GENERAL ATHLETICS OFFICIAL
JEFF SINNETT	130.00	GENERAL ATHLETICS OFFICIAL
JIM MARTIN	160.00	GENERAL ATHLETICS OFFICIAL
JOHN BLOMSTEDT	125.00	GENERAL ATHLETICS OFFICIAL
JOHN LAUGHLIN	36.00	GENERAL ATHLETIC WORKERS
JOHN LONG	125.00	GENERAL ATHLETICS OFFICIAL
KENT JENSEN	130.00	GENERAL ATHLETICS OFFICIAL

MONTHLY BOARD VENDOR BILLS

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Vendor Name	Invoice Amount	Detail Description
LASTING INK IMPRESSIONS	709.00	SUPPLIES/CHEERLEADERS
LEONARD JOHNSON	0.00	GENERAL ATHLETICS OFFICIAL
MARK DUDLEY	90.00	GENERAL ATHLETIC WORKERS
MARK ROYER	125.00	GENERAL ATHLETICS OFFICIAL
MATTHEW WULK	120.00	GENERAL ATHLETICS OFFICIAL
MIDDLE SCHOOL PTO	181.93	MUSTANG FIELD CONCESSION SUPPLIES
MILLER BUILDING	59.12	SUPPLIES/GENERAL ATHLETICS
MT AYR CSD	125.00	ENTRY FEE TO ANOTHER SCHOOL
NATIONAL ART HONOR SOCIETY	225.00	REGISTRATION/NAHS
NORTH POLK HIGH SCHOOL	100.00	ENTRY FEE TO ANOTHER SCHOOL
PAUL SINNETT	130.00	GENERAL ATHLETICS OFFICIAL
PLAY SCRIPTS	132.49	SUPPLIES/SHS SPEECH CLUB
RIVERSIDE HIGH SCHOOL	130.00	ENTRY FEE TO ANOTHER SCHOOL
ROBERT JOHNSON	245.00	GENERAL ATHLETICS OFFICIAL
ROCSTOP - WHITEHILLS	1,040.00	MUSTANG FIELD CONCESSION SUPPLIES
RON HANSEN	162.00	GENERAL ATHLETIC WORKERS
SHAWN PETERSEN	125.00	GENERAL ATHLETICS OFFICIAL
SHENANDOAH CSD	2,484.59	MUSTANG FIELD CONCESSION SUPPLIES
SHENANDOAH MEDICAL CENTER	150.00	SUPPLIES/SHEN GIRLS BB
SHENANDOAH SCHOOL LUNCH	728.00	SUPPLIES/FFA
SMITH VENDING	324.35	MUSTANG FIELD CONCESSION SUPPLIES
TOM WRIGHT	125.00	GENERAL ATHLETICS OFFICIAL
TRACKWRESTLING	142.50	SUPPLIES/GENERAL ATHLETICS
TRAVIS HENSLEY	250.00	DJ/FFA
TROY NICKLAUS	320.00	GENERAL ATHLETICS OFFICIAL
WENDY FRY	17.16	SUPPLIES/STUDENT COUNCIL
WILLIAM L GILLMAN	125.00	GENERAL ATHLETICS OFFICIAL
Fund Number 21	<u>45,718.13</u>	
Checking Account ID 3	Fund Number 81	TRUST FUNDS NON EXPENDABLE
MADELINE MORTIMORE/CENTRAL CHRISTIAN COLLEGE	500.00	SCHOLARSHIPS/MURIEL KEENAN
Fund Number 81	<u>500.00</u>	
Checking Account ID 3	Fund Number 91	AGENCY FUND
BMO MASTERCARD	70.24	MIX IT UP SUPPLIES
BMO MASTERCARD	68.47	MIX IT UP SUPPLIES
Fund Number 91	<u>138.71</u>	
Checking Account ID 3	<u>46,356.84</u>	
Checking Account ID 30	Fund Number 10	GENERAL FUND
AHLERS & COONEY PC	2,224.00	LAWYER/NEGOTIATIONS
BMO MASTERCARD - TRANSPORTATION I	63.34	TRANSPORTATION GASOLINE
BMO MASTERCARD	1,608.38	MAINTENANCE SUPPLIES
BMO MASTERCARD	75.80	COMB WEIGHTED LEVEL SUPPLIES
BMO MASTERCARD	281.81	HS FCS SUPPLIES
BMO MASTERCARD	48.63	PLANT SALES/SUPPLIES
BMO MASTERCARD	18.00	BUS CLEANING SERVICES
BMO MASTERCARD	444.10	BACKGROUND CHECKS
BMO MASTERCARD	8,474.65	COMB WEIGHTED LEVEL SUPPLIES
BMO MASTERCARD	487.24	MS PRINCIPAL FUNDRAISER SUPPLIES
BMO MASTERCARD	42.31	MS FCS SUPPLIES
BMO MASTERCARD	73.99	TECHNOLOGY COORDINATOR RELATED SOFTWARE
BMO MASTERCARD	1,014.84	HS GENERAL ED SUPPLIES
BMO MASTERCARD	154.16	TRANSPORTATION SUPPLIES
BMO MASTERCARD	34.00	TRANSPORTATION GASOLINE
BMO MASTERCARD	218.05	ELEM GENERAL ED SUPPLIES
CABINETS BY STAC	100.60	MAINTENANCE SUPPLIES
CAMBLIN MECHANICAL	240.71	MAINTENANCE BUILDING REPAIR SERVICES
CAPITAL SANITARY SUPPLY	2,244.95	MAINTENANCE CLEANING SUPPLIES

MONTHLY BOARD VENDOR BILLS
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Vendor Name	Invoice Amount	Invoice Detail Description
CDW GOVERNMENT	445.87	TECHNOLOGY COORDINATOR SUPPLIES
CENTERPOINT ENERGY	2,962.36	UTILITIES-GAS
CENTURYLINK	1,030.30	HS PRINCIPAL TELEPHONE
CHAT MOBILITY	137.00	SUPERINTENDENT TELEPHONE
CHOICE SUPPLY	212.22	BUSINESS MANAGER SUPPLIES
CHRISTY STUDEY	885.06	TRAVEL
CITY OF SHENANDOAH	12,321.33	WATER-SEWER
COUNSEL OFFICE & DOCUMENT	203.88	TECHNOLOGY COORDINATOR SUPPLIES
COUNTRY TIRE	1,600.80	TRANSPORTATION TIRES & TUBES
CULLIGAN WATER	162.00	MAINTENANCE BUILDING SUPPLIES
CURRICULUM ASSOCIATES	348.00	COMB WEIGHTED LEVEL SUPPLIES
EDCLUB, INC	141.75	TECH RELATED SOFTWARE FOR CURRICULUM
HARTMAN PUBLISHING	364.66	HOSA SUPPLIES
HOLLY SCHERFF	50.00	BUS DRIVER PHYSICALS
HOWARD SPORTING GOODS	550.00	HS PRINCIPAL FUNDRAISER SUPPLIES
IOWA ASSOCIATION OF SCHOOL BOARD	675.00	BOARD TRAVEL
IOWA HIGH SCHOOL MUSIC ASSOCIATION	165.00	HS VOCAL MUSIC STUDENT ENTRY & REG FEES
IOWA WESTERN COMMUNITY COLLEGE	30,875.50	HS VOCAL MUSIC STUDENT ENTRY & REG FEES
IRESQ	274.00	TECH REPAIR & MAINTENANCE SUPPLIES
JAY DRUG	406.18	SCHOOL NURSE SUPPLIES
JB PARTS & SUPPLY	109.05	VEHICLE REPAIR SERVICES
JERRY JOSEPHSON	50.00	BUS DRIVER PHYSICALS
JOHN GOWING PLUMBING AND HEATING INC.	645.91	MAINTENANCE BUILDING REPAIR SERVICES
LEARNING WITHOUT TEARS	20.45	EARLY READERS INSTRUCTIONAL SUPPLIES
MIDAMERICAN ENERGY	11,779.40	UTILITIES-ELECTRICITY
MILLER BUILDING	259.80	MAINTENANCE SUPPLIES
MITEL NET SOLUTIONS	263.26	HS PRINCIPAL TELEPHONE
MONTE MUNSINGER	16.48	SPECIAL ED DIRECTOR TRAVEL
NISHNA PRODUCTIONS	406.44	PURCHASE EDUCATIONAL/L3 IND COSTS
O'REILLY AUTO	408.02	TRANSPORTATION SUPPLIES
ORME ELECTRIC	88.54	MAINTENANCE BUILDING SUPPLIES
PEGEX	5,989.00	CONTRACTED CLEANING SERVICE
PETERSEN AUTO	2,365.31	TRANSPORTATION REPAIR PARTS
RCB TRUCK REPAIR	811.00	VEHICLE REPAIR SERVICES
REALLY GOOD STUFF	22.94	EARLY READERS INSTRUCTIONAL SUPPLIES
RIDDELL/ALL AMERICAN SPORTS	1,781.60	MISC EXPENSE-REPAIRS TO ATHLETIC EQUIPME
RIEMAN MUSIC DES MOINES	344.70	MS BAND SUPPLIES
ROCSTOP - WHITEHILLS	1,641.02	MAINTENANCE GASOLINE
ROCSTOP CARDTROL	4,343.99	TRANSPORTATION GASOLINE
ROGERS PEST CONTROL LLC	210.00	MAINTENANCE PEST CONTROL CONTRACTED
SCHOOL BUS SALES	578.02	TRANSPORTATION REPAIR PARTS
SCHOOL SPECIALTY SUPPLY	47.40	HS PRINCIPAL SUPPLIES
SHENANDOAH CHAMBER & INDUSTRY	220.50	BOARD DUES
SHENANDOAH SCHOOL LUNCH	498.40	GENERAL SUPPLIES
SHERIDAN DECORATING	39.97	DRAMA & MUSICAL /SUPPLIES
SHIRLEY THRASHER	50.00	BUS DRIVER PHYSICALS
SIGNS & SHINES	105.00	VEHICLE REPAIR SERVICES
SITSPOTS	317.65	ELEM PRINCIPAL SUPPLIES
SOUTH PAGE CSD	17,257.90	TEACHER LEADERSHIP OE TUITION
SOUTHWESTERN COMM COLLEGE	100.00	NON INSTRUCTION STAFF WORKSHOP/CONF REG
SUPPLYWORKS	1,297.56	MAINTENANCE CLEANING SUPPLIES
SWIBA - MIDDLE SCHOOL	125.00	MS BAND ENTRY & REGISTRATION FEES
TIMBERLINE BILLING SERVICE LLC	116.93	MEDICAID BILLING SERVICES
UPS	6.15	TECHNOLOGY COORDINATOR SUPPLIES
WELLMARK BLUE CROSS BLUESHEILD	106,089.19	HEALTH INSURANCE PAYABLE
WEST MUSIC	130.30	HS VOCAL MUSIC SUPPLIES

MONTHLY BOARD VENDOR BILLS

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Vendor Name	Invoice Detail	Invoice Detail	Description
	Amount		
Fund Number 10	230,197.35		
Checking Account ID 30		Fund Number 33	SAVE (SECURE AN ADVANCED VISION FOR ED.
AGRIVISION	856.62		EQUIPMENT REPAIRS
CAMBLIN MECHANICAL	21,801.00		HVAC SYSTEM
LYNN FURNACE	3,075.00		HVAC SYSTEM
WALLIN PLUMBING & HEATING	31,491.38		HVAC SYSTEM
Fund Number 33	57,224.00		
Checking Account ID 30		Fund Number 36	PHYSICAL PLANT & EQUIPMENT
BLUPOINTE DRS	1,500.00		TECH RELATED SOFTWARE
BMO MASTERCARD	1,035.76		OTHER EQUIPMENT
BMO MASTERCARD	1,397.00		OTHER EQUIPMENT
CDW GOVERNMENT	2,008.20		COMPUTERS
COUNSEL OFFICE & DOCUMENT	2,170.74		ADMIN COPIER LEASE
DELL FINANCIAL SERVICES	62,499.16		RENTAL OF EQUIPMENT
FES	5,345.00		TECH RELATED SOFTWARE
HEARTLAND PAYMENT SYSTEMS INC	699.85		TECH RELATED SOFTWARE
JOHN GOWING PLUMBING AND HEATING INC.	1,257.76		BUILDING IMPROVMENT FURNITURE&FIXTURES
KRIEGLER OFFICE	729.99		BUILDING IMPROVMENT FURNITURE&FIXTURES
OUR HOUSE CHILD DEVELOPMENT CENTER	1,085.00		PRESCHOOL CLASSROOM LEASE
PROTECH	2,595.00		TRANSPORTATION EQUIPMENT
ROBOTLAB INC.	1,299.00		COMPUTERS
SUPPLYWORKS	1,214.92		OTHER EQUIPMENT
WEST INTERACTIVE SERVICES CORPORATION	1,998.00		SYSTEM OPERATIONS SOFTWARE
Fund Number 36	86,835.38		
Checking Account ID 30	374,256.73		

First Name	Last Name	Organization	Start Date	End Date	Name of Fundraiser	What specific funds will be used for	Percentage of profit	
Kim	Leininger	M.A.Y. Mentoring	3/16/2018	3/16/2018	FLIGHT basketball exhibition game	M.A.Y. Mentoring Activity fund; Partnering with Rotary Club and will split profits 50/50	100%	Students
Emily	Furst	Shenandoah Community School District	12/8/2017	1/12/2018	Food Insecurity- Habitat for Hummanity	using education and resources to help families/students know how to cook food and get more food out to the critical needs	varies	Staff or General Public
Stephanie	Langner	Shenandoah Community School District	1/11/2018	1/26/2018	Pampered Chef	classroom supplies for the FCS room	30%	Staff or General Public

MASTER SERVICES AGREEMENT

THIS MASTER SERVICES AGREEMENT (“Agreement”) is hereby entered into as of the date of last signature below (“**Effective Date**”) by and between OneNeck IT Solutions LLC d/b/a OneNeck IT Solutions, a Delaware limited liability company, with a principal place of business at 525 Junction Road, Madison, WI 53717 (“**Company**” or “**OneNeck**”) and Shenandoah Community School District, whose principal place of business is located at 304 West Nishna Road, Shenandoah, IA 51601 (“**Client**”). Company and Client may hereinafter be collectively referred to as the “**Parties**”, each a “**Party**”.

1. PERFORMANCE OF SERVICES.

1.1 **Executed Orders.** The Parties shall negotiate and execute one or more **Executed Orders** (as defined below) under this Agreement containing terms and conditions agreed to by the Parties. The Parties agree that this Agreement applies to each Executed Order. The Parties acknowledge and agree that an Executed Order shall also include a purchase order from Client which references a specific Company quote number.

1.2 **Specifications and Requirements.** Company shall perform the Services in accordance with the terms and conditions as set forth herein and in the applicable Executed Orders, provided, however, that Company shall have the authority to determine the manner in which any such Services are to be provided, except to the extent otherwise set forth in an applicable Executed Order.

1.3 **Communications.** All communications, both written and verbal, in connection with this Agreement or the Services shall be communicated in the English language, unless otherwise agreed upon in a signed writing by the Parties.

1.4 **Nature of Relationship.** The Parties’ relationship is non-exclusive. Client may obtain similar services from any Third Party, and Company may perform any service for any Third Party without any restriction hereunder.

1.5 **Performance by Company’s Affiliates and Subcontractors.** Client agrees, acknowledges, and understands that actual performance of the Services may be made by Affiliates of Company and that Company has the right from time to time to subcontract certain of the Services to Third Party providers. For purposes of this Agreement, performance of the Services by any Affiliate of Company or by any Third Party provider engaged by Company shall be deemed performance by Company itself and failure of an Affiliate or any Third Party provider to perform such obligations shall be deemed a failure to perform by Company.

1.6 **Receipt of Services by Client’s Affiliates.** To the extent set forth in an applicable Executed Order, Company shall provide applicable Services to an identified Affiliate of Client. Client shall remain liable for the performance and obligations of any Affiliate receiving Services hereunder, and, in the event of any dispute, controversy, overdue payment or outstanding obligation due hereunder, Company may enforce such obligation or bring such claim against Client or the applicable Affiliate, in Company’s sole discretion.

2. **TERM.** The Term of this Agreement shall commence upon the execution of this Agreement and shall continue for two (2) years (“**Initial Term**”). The Agreement shall automatically renew for recurring one (1) year terms (each a “**Renewal Term**”) unless either Party provides notice at least 90 days before the commencement of any Renewal Term. Each Executed Order hereunder shall commence on the applicable commencement date set forth therein, and shall expire in accordance with the terms thereof. Executed Orders shall be subject to termination in accordance with Section 5. In the event that any Executed Order(s) have not been completed when the Agreement expires, the Agreement shall remain in effect until the completion of such Executed Order(s).

3. CHANGE ORDER.

3.1 **Change Orders.** Either Party may request changes to the Services by submitting to the other Party a completed Change Order during the Term of this Agreement. No Change Order will be binding on the Parties unless agreed upon in writing by each Party.

3.2 **Pending Change Orders.** Except to the extent changed by the Change Order, the scope of Services and Service Fees, as provided herein and in the then-current Executed Order, shall remain in full force and effect.

4. **SERVICE FEES.**

4.1 **Fees.** Client shall pay for the Services invoiced under this Agreement in accordance with the "Fees" set forth in each applicable Executed Order.

4.2 **Taxes.** Client shall pay all sales, use, excise, and other similar taxes assessed as a result of the Services provided under this Agreement. Notwithstanding the foregoing, Client shall not be responsible for paying any taxes upon the real, personal, or intangible property of Company, its employees, or upon the net income or profits of Company or similar taxes.

4.3 **Invoicing Address.** Invoices to Client shall be sent to the address set forth on the Executed Order.

4.4 **Due Date.** Except as set forth in an applicable Executed Order, Client shall pay undisputed invoice amounts within thirty (30) days of receipt of the invoice. It is the intention of the Parties that all Fees payable by Client under this Agreement shall be, and continue to be, payable throughout the term hereof. The Company reserves the right to suspend Services if a payment is sixty (60) days past due as outlined in section 4.5.

4.5 **Late Payments.** Client's payment for Services shall be deemed late when Client fails to remit payment, which is not being disputed in good faith, within thirty (30) days of receipt of the invoice. Any late payment shall bear interest at the rate of one percent (1%) per month or the maximum rate allowed under law, whichever is lower, or fraction thereof, from the due date until paid in full. Disputed amounts, if the dispute is resolved in favor of Company, shall bear interest from the due date until paid. Notwithstanding any other provision under this Agreement, any undisputed invoice, or undisputed portion thereof, not paid within sixty (60) days may result in an interruption of Services. Such interruption shall not relieve Client from its obligation to pay the undisputed amounts due and owing. Company also reserves the right to assert appropriate liens to ensure payment. Client agrees to reimburse Company its reasonable expenses, including attorney and other fees, incurred in collecting any amounts due and owing to Company.

4.6 **Expenses.** Client shall reimburse Company for reasonable, actual, documented expenses incurred by Company associated with the Services and identified in an applicable Executed Order.

4.7 **Audit Rights.** During the Term, Client will have the right, during normal business hours and upon at least ten (10) business days' prior notice, to cause a third-party professional auditing firm, subject to customary confidentiality obligations, to inspect and audit Company's records to the extent necessary to confirm the accuracy of the Fees charged to Client by Company. Any such audit will be conducted at Client's expense. Company will promptly credit to Client any amounts shown by any such audit to be owing. Such audits will be conducted no more than twice in any period of twelve (12) consecutive months.

5. **TERMINATION.**

5.1 **For Cause.** In the event either Party fails to perform any of its material obligations under an Executed Order, including paying any amount due under an Executed Order, and the defaulting Party fails to substantially cure such default within sixty (60) days after receiving written notice from the non-defaulting Party specifying the nature of the default, then the non-defaulting Party may, by giving written notice to the other Party, terminate the applicable Executed Order as of the date specified in such notice of termination. If Client is the defaulting Party, Company may, upon written notice to Client, terminate this Agreement and all outstanding Executed Orders as of the date specified in such notice of termination. Notwithstanding the foregoing, Client shall pay Company for Services already performed prior to the date of termination.

5.2 **For Insolvency.** Subject to the provisions of Title XI, United States Code, if either Party becomes or is declared insolvent or bankrupt, is subject to any proceedings relating to its liquidation, insolvency, or for the appointment of a receiver or similar officer for it, makes an assignment for the benefit of all or substantially all of its creditors, or enters into an agreement for the composition, renewal, or readjustment of all or substantially all of its obligations, then the other Party, by giving written notice to such Party, may terminate this Agreement and all outstanding Executed Orders as of the date specified in such notice of termination.

6. **LIMITATION OF LIABILITY AND NATURE OF AVAILABLE DAMAGES.**

6.1 **LIMITATION OF LIABILITY.** EXCEPT WITH RESPECT TO AMOUNTS CLIENT IS OBLIGATED TO PAY UNDER AN EXECUTED ORDER IN ACCORDANCE WITH SECTION 4 OR AS

ARISING OUT OF AN INTENTIONAL WRONGFUL ACT OF THE PARTY, IN NO EVENT SHALL EITHER PARTY, ITS AFFILIATES, OR THEIR RESPECTIVE DIRECTORS, OFFICERS, AGENTS OR EMPLOYEES, BE LIABLE TO THE OTHER PARTY FOR ANY REASON, WHETHER IN CONTRACT OR IN TORT, FOR ANY DAMAGES ARISING OUT OF OR BASED UPON THIS AGREEMENT IN AN AMOUNT EXCEEDING FIFTY THOUSAND DOLLARS AND 00/100 (\$50,000.00), REGARDLESS OF THE FORM IN WHICH ANY LEGAL OR EQUITABLE ACTION MAY BE BROUGHT.

6.2 **NATURE OF AVAILABLE DAMAGES.** EXCEPT AS ARISING OUT OF AN INTENTIONAL WRONGFUL ACT OF THE PARTY, IN NO EVENT SHALL EITHER PARTY, ITS AFFILIATES, OR THEIR RESPECTIVE DIRECTORS, OFFICERS, AGENTS OR EMPLOYEES, BE LIABLE TO THE OTHER PARTY UNDER ANY THEORY OF TORT, CONTRACT, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY FOR EXEMPLARY, PUNITIVE, INDIRECT, SPECIAL, LOST PROFITS, CONSEQUENTIAL OR SIMILAR DAMAGES, EACH OF WHICH IS HEREBY EXCLUDED BY AGREEMENT OF THE PARTIES REGARDLESS OF WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

7. **INDEMNITY.**

7.1 **Indemnity by Client.** To the extent permitted by law, Client shall defend, at its own expense, and indemnify and hold Company, Company's Affiliates, and Company's directors, officers, employees, and agents harmless from and against any claim by a Third Party to the extent based on: (i) work-related injury or death caused solely by Client or its Affiliates, subcontractors or service providers or any of their employees or agents, while performing activities in connection with this Agreement; (ii) tangible personal or real property damage caused by solely Client or its Affiliates, subcontractors or service providers (other than Company and its subcontractors and service providers), or any of their employees or agents, while performing activities in connection with this Agreement; and (iii) any claims brought by Third Parties against Company for infringement that is alleged to be related to intellectual property other than claims for which Company provides indemnification under Section 7.2(i) below. Client shall be responsible for any costs and expenses incurred by Company in connection with the enforcement of this Section 7.1, including, but not limited to, reasonable attorneys' fees.

7.2 **Indemnity by Company.** Company shall defend, at its own expense, and indemnify and hold Client, Client's Affiliates, and their directors, officers, employees and agents harmless from and against any claim by a Third Party or any Affiliate of Company to the extent based on: (i) the Services or Company's software used to provide the Services are alleged to infringe upon any United States patent, copyright, United States trademark, or other proprietary right of a Third Party; provided, however, that Company shall not be obligated to indemnify Client, to the extent such claim is caused by or arises out of (A) any intellectual property or materials provided by Client; (B) any designs, or directions provided by Client; (C) any software provided by an original equipment manufacturer ("OEM") or other Third Party; (D) Client's use of the Services or software other than in accordance with applicable documentation or instructions supplied by Company; (E) any combination, alteration, modification or revision of the Services or software not expressly authorized in writing by Company; or (F) Client's failure to use or implement corrections or enhancements to the Services or software made available free of charge to Client by Company; (ii) work-related injury or death caused by Company or its Affiliates, subcontractors or service providers, or any of their employees or agents, while performing activities in connection with this Agreement; and (iii) tangible personal or real property damage caused by Company or its Affiliates, subcontractors or service providers, or any of their employees or agents, while performing activities in connection with this Agreement. Company shall be responsible for any costs and expenses incurred by Client in connection with the enforcement of this Section 7.2, including, but not limited to, reasonable attorneys' fees.

7.3 **Indemnity Procedures.** The indemnification obligations set forth in Sections 7.1 and 7.2 are subject to the following conditions:

7.3.1 the indemnitee Party shall promptly notify the indemnifying Party in writing of the claim of which it has notice, provided that the failure or delay to so notify the indemnifying Party shall not relieve the indemnifying Party from any liability that it may have to the indemnitee Party hereunder so long as the failure or delay shall not have prejudiced the defense of such claim and then only to the extent that the indemnifying Party actually is prejudiced;

7.3.2 the indemnitee Party allows the indemnifying Party to have sole control of the defense of the claim and any settlement negotiations arising out of that claim provided, however,

the indemnifying Party may not, without the indemnitee Party's prior written consent, settle or compromise any claim in a manner that: (A) does not unconditionally release the indemnitee Party and its directors, officers, employees or agents or (B) requires the indemnitee Party or any of its directors, officers, employees or agents to contribute to any settlement of the claim; and

7.3.3 the indemnitee Party shall, at the indemnifying Party's reasonable request and expense, cooperate with the indemnifying Party. The indemnitee Party may participate in the defense and retain counsel of its own choice and expense.

8. **DISPUTE RESOLUTION.**

8.1 **Equitable Relief.** Either Party may seek equitable remedies, including specific performance and injunctive relief, for a breach of the other Party's obligations under this Agreement. The Parties further agree that violation by one Party of the provisions contained in Section 10 would cause irreparable harm to the other Party not adequately compensable by monetary damages. Thus, in addition to other relief, the Parties agree that temporary and permanent injunctive relief is an appropriate remedy to prevent any actual or threatened violation of such provisions or to enforce such provisions according to their terms. The prevailing party in an action for injunctive relief under this Section shall be entitled to recover its costs of enforcement, including reasonable attorneys' fees.

8.2 **Party Representatives.** Except for certain emergency judicial relief authorized in accordance with applicable law, which may be brought at any time, the Parties agree that upon receipt of a written notice from either Party of the existence of a dispute between them, the Parties shall submit the dispute for informal resolution to their designated senior management who are not legal personnel. Any dispute remaining unresolved after a period of thirty (30) days after the receipt of such written notice of a dispute by the other Party may be submitted to any court having competent jurisdiction in accordance with Section 8.4.

8.3 **Choice of Law.** The validity, construction, and interpretation of this Agreement and the rights, duties, and obligations of the Parties hereto shall be governed by the laws of the State of Iowa.

8.4 **Venue and Jurisdiction.** The Parties hereby irrevocably consent to venue and the personal jurisdiction (to the fullest extent permitted by applicable law) of either the Iowa District Court for Page County, Iowa or the Federal District Court for the Southern District of Iowa for the resolution of any disputes arising hereunder.

9. **REPRESENTATIONS and WARRANTIES.**

9.1 **By Company.**

9.1.1 **Authority and Validity.** Company represents and warrants that: (A) it is an Entity existing and in good standing under applicable state law; (B) it has all requisite corporate power and authority to execute, deliver and perform its obligations under this Agreement; (C) no approval, authorization or consent of any governmental or regulatory authority is required to be obtained or made by it in order for it to enter into and perform its obligations under this Agreement; and (D) the entering into and performance of this Agreement will not violate any judgment, order, law, or regulation applicable to Company, or any provision of Company's organizational documents.

9.1.2 **Services.** Company represents and warrants that: (A) each of its employees or other personnel providing Services hereunder shall have commercially reasonable training, skill and background; (B) Company shall perform all Services hereunder in a professional and workmanlike manner consistent with industry standards and practices applicable to businesses rendering services of a similar nature to the Services; and (C) it shall comply with all applicable Federal, state and local laws and regulations applicable to the performance of the Services.

9.1.3 **Exception with Respect to Reliance on Data and Information Supplied by Client.** Company will perform the Services set forth in this Agreement on the basis of data, information, and instructions furnished by Client. Company shall be entitled to rely upon any such data, information, or instructions provided by Client. If any error results from incorrect data, information, or instructions supplied by Client, Company shall not be liable for any damages or delays arising therefrom and Client shall be responsible for discovering and reporting such error and supplying the data, information, or instructions necessary to correct such error. Client is

ultimately responsible for the adequacy and accuracy of all Client Data provided to Company by Client.

9.2 **By Client.** Client represents and warrants that to the best of its knowledge, information and belief: (i) Client is an Entity validly existing and in good standing under the laws applicable to it; (ii) Client has all requisite corporate power and authority to execute, deliver, and perform its obligations under this Agreement; (iii) no approval, authorization, or consent of any governmental or regulatory authority is required to be obtained or made by it in order for it to enter into and perform its obligations under this Agreement; (iv) the entering into and performance of this Agreement will not violate any judgment, order, law, or regulation applicable to Client, or any provision of Client's Articles of Incorporation, by-laws or similar document; and (v) there are no actions, suits, or proceedings pending, or to the knowledge of Client, threatened, before any court or administrative agency, arbitrator or governmental body which will, if determined adversely to Client, materially adversely affect its ability to perform its obligations under this Agreement or any related agreement to which it is a party.

9.3 **Disclaimer of Warranties.** EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES OF COMPANY AND CLIENT, RESPECTIVELY, SET FORTH IN SECTIONS 9.1 AND 9.2 OF THIS AGREEMENT, COMPANY AND CLIENT HEREBY EXPRESSLY DISCLAIM ALL OTHER WARRANTIES, WHETHER WRITTEN, ORAL, EXPRESSED, OR IMPLIED INCLUDING, WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. IN ADDITION, COMPANY DOES NOT REPRESENT OR WARRANT THAT THE SERVICES WILL BE ENTIRELY FREE FROM ERROR OR DEFECT.

10. **CONFIDENTIALITY.**

10.1 **Nondisclosure of Confidential Information.** All Confidential Information supplied by a Party (the "**Disclosing Party**") to the other Party (the "**Receiving Party**") shall remain solely and exclusively the property of the Disclosing Party. Except as expressly authorized herein, as may reasonably be required to perform the Services or by prior written consent of the Disclosing Party, which consent may be withheld in the Disclosing Party's sole discretion, the Receiving Party shall not use or disclose to any Third Party any of the Disclosing Party's Confidential Information. The Receiving Party shall only disclose the Disclosing Party's Confidential Information to those of its Affiliates, employees and their respective contractors who have a need to know it for the purposes of this Agreement and who have agreed to terms substantially similar to this Section 10 regarding such Confidential Information. Each Party shall be responsible for any unauthorized use or disclosure of any of the other Party's Confidential Information received by it and its Affiliates and their respective employees, agents, representatives and consultants.

10.2 **Required Disclosures.** Notwithstanding the foregoing, the Receiving Party may disclose the Disclosing Party's Confidential Information to the extent that the Receiving Party is required by any applicable law, rule, or governmental authority to do so; provided, however, that in such event, to the extent permitted by applicable law, the Receiving Party shall notify the Disclosing Party and shall cooperate with the Disclosing Party in any attempt to contest or limit such required disclosure, at the Disclosing Party's sole expense.

10.3 **Explicitly-Included Information.** Without limiting the generality of Confidential Information, Company's information, including computer programs and software, documentation, methodologies, training aids and manuals, and procedures, belonging exclusively to Company shall be treated as Confidential Information and Client shall not disclose, sell, assign, lease, or otherwise make available any such information to any third party or entity, other than its employees who require such information to perform their duties, and shall remain the property of Company, eligible for reuse/resale.

10.4 **Ownership.** Confidential Information as defined by law and this Agreement will remain the property of the Disclosing Party, eligible for reuse/resale by the Disclosing Party.

10.5 **Degree of Care.** Each Party shall use at least the same degree of care in safeguarding the other Party's Confidential Information as it uses in safeguarding its own Confidential Information, but in no event less than reasonable due diligence and reasonable care shall be exercised.

11. **PROPRIETARY RIGHTS.**

11.1 **Client Data.** As between the Parties, Client shall remain the sole and exclusive owner of all Client Data and other Confidential Information (as herein defined below) including passwords provided to Client.

Following the provision of the applicable Services, Client shall be and remain responsible for changing any password provided to or provided by Company. Upon any termination or expiration of this Agreement, or earlier upon Client's request, Company shall promptly provide to Client copies of Client Data in its possession or control, on media designated by Client, in the format on which it resides on the Company systems. Client will be responsible for any Third Party costs necessary to fulfill this obligation. Company will have no right to use the Client Data after the termination or expiration of this Agreement.

11.2 **Student Records.** Company acknowledges that it will perform institutional services and functions for Client pursuant to this Agreement. Company may obtain confidential student records and/or confidential student record information that contains personally identifiable student records, data and/or personally identifiable information and other non-public information, including, but not limited to student data, meta data, and user content ("Student Data"). Both Parties acknowledge and agree that this Agreement is for the purpose of sharing Student Data between the parties in a manner consistent with all federal and state laws, including but not limited to, the Family Education Records Privacy Act of 1974 ("FERPA") and Iowa Public Records Law.

11.3 **Use of Client Data.** Subject to Company's obligation in accordance with applicable law, Client Data shall not be: (i) used by Company other than in connection with providing the Services; (ii) disclosed, sold, assigned, leased, or otherwise provided to Third Parties by Company, Company's Affiliates or Company's subcontractors, except to the extent required to perform the Services in accordance with the terms hereof; or (iii) commercially exploited by or on behalf of Company, Company's Affiliates or Company's subcontractors. Company shall not obscure or remove any notices or labels identifying the Client Data as Client's property.

11.4 **Company Knowhow.** Client acknowledges that Company, in the normal conduct of its business, may use concepts, skills and know-how developed while performing other contracts. Client acknowledges the benefit which may accrue to it through this practice, and accordingly agrees that anything in this Agreement notwithstanding Company may continue, without payment of a royalty, this practice of using concepts, skills and know-how developed while performing this Agreement. Client acknowledges that it has no rights in any software, hardware, systems, documentation, guidelines, procedures, methodologies, and similar related materials or processes, or any modifications thereof, provided by Company (the "**Knowhow**"), except with respect to Client's use of the same during the Term as part of Client's access and use of the Services. Any intellectual property developed by Company in the course of performance of this Agreement shall be the proprietary property of Company and shall be owned exclusively by Company, and Client shall receive a royalty-free, nonexclusive, irrevocable right and license to use such proprietary software during the term of this Agreement. Client shall have ownership of, but Company shall have an irrevocable, fully paid up license to use and exploit, any Company Knowhow included in any software or documentation developed by Company specifically for and at the request of Client and specifically noted as a deliverable in the applicable Executed Orders. Company shall own all scripts, methods, and processes developed for Client except to the extent the applicable Executed Order specifically identifies such script, process, or method to be specifically paid for by Client and owned by Client.

11.5 **Client Equipment.** Company acknowledges that it has no rights in any software, hardware, systems, documentation, guidelines, procedures, and similar related materials or processes, or any modifications thereof, provided by Client, except with respect to Company's use of the same in providing the Services during the Term. Client shall, at Client's sole cost, take whatever action is necessary for Company to be provided with nonexclusive rights and/or licenses to use software provided by Client for use by Company in providing the Services.

12. **BUSINESS CONTINUITY.**

12.1 **Disaster Recovery.** Except as set forth in an Executed Order, Client is responsible for all backup, nonstandard data protection, hot site, disaster recovery and other similar services designed to protect Client's systems, software or data.

12.2 **Force Majeure.** Notwithstanding any provision contained in this Agreement, neither Party shall be liable to the other to the extent fulfillment or performance of any terms or provisions of this Agreement is delayed or prevented by revolution or other civil disorders; wars; acts of enemies; electrical equipment or availability failure; fires; floods; acts of God; federal, state or municipal action; statute; ordinance or regulation; or, without limiting the foregoing, any other causes not within its control, and which by the exercise of reasonable diligence it is unable to prevent, whether of the class of causes hereinbefore enumerated or not (each, a "**Force**

Majeure Event’). This clause shall not apply to the payment of any sums due under this Agreement by either Party to the other.

13. **SECURITY AND PRIVACY.**

13.1 **Transmission of Data.** The expense and risk of loss associated with transportation and transmission of data and media between Company and Client shall be borne by the party transmitting the data and/or media. Client shall be responsible for submitting Client Data to Company and Company shall be responsible for transmitting the processed Client Data to Client.

13.2 **Security Procedures.** Company agrees that it shall establish and perform security procedures with respect to Client Data provided to Company by Client under the terms of this Agreement in accordance with accepted industry practices or processes, practices and procedures, which shall be no less comprehensive than those set forth in the security policies developed and enhanced by Company from time to time to maintain currency with technology security practices.

13.3 **Additional Requirements under Applicable Law.** If required by applicable law, recommended by a third party auditor, or otherwise reasonably requested by Client, Company shall implement additional procedures or other requirements, and the Parties agree that they will negotiate an equitable adjustment to the contract to compensate Company for additional costs it may incur thereby.

13.4 **Physical and Logical Security.**

13.4.1 **At Company Site.** Company shall use commercially reasonable efforts to restrict logical access to equipment and/or media on Company’s site containing Client Data to authorized individuals as required in the applicable Executed Order. Company shall perform commercially reasonable measures to limit physical access to Client Data in its custody or control, which may include use of electronic access control, CCTV, and intrusion detection systems; implementing visitor entry control procedures; securing offices, rooms, and facilities; protecting against external and environmental threats; and controlling all access points including delivery and loading areas.

13.4.2 **At Client Site.** Except as stated in an Executed Order, Client shall be responsible for using commercially reasonable efforts to restrict physical and logical access to equipment and/or media on Client’s site.

13.5 **Software and Virus Protection.** Each Party shall regularly review and update, as necessary, all software, firmware, firewalls and hardware used on such Party’s systems in accordance with industry practice. Each Party shall notify the other Party promptly in the event of becoming aware of the actual or potential transmission of any identified computer virus by such Party to the other Party. Each Party shall install and maintain commercially reasonable anti-virus software on its systems and update such anti-virus software on a regular basis in accordance with relevant industry practice.

13.6 **Data Security Breaches.** Company shall, within twenty-four (24) hours of discovery, notify Client of any Data Security Breach or any other unauthorized access, disclosure, acquisition, or use of the Client Data provided to it by Client or Client’ customers. As soon as possible thereafter, Company shall provide Client full details of the unauthorized access, disclosure, acquisition, and/or use. Company will cooperate with Client in a commercially reasonable manner to investigate the incident and will exert commercially reasonable efforts to (i) terminate the unauthorized access, disclosure, acquisition, and/or use and (ii) prevent the reoccurrence thereof. Company shall provide reasonable assistance to Client to regain possession of and terminate any unauthorized access, disclosure, acquisition, and/or use of the Client Data. Company shall reasonably cooperate with Client in the conduct of any investigation of or litigation involving third parties related to said incident. Company shall assist and cooperate with Client concerning any disclosures to affected parties, government or regulatory bodies, and other remedial measures as reasonably requested by Client or as required under any applicable privacy or data protection law. If the Data Security Breach was caused by Company’s negligence or fault, Company shall discharge all responsibilities set forth herein at Company’s cost and expense.

14. **MISCELLANEOUS.**

14.1 **Entire Agreement.** This Agreement, together with the Executed Orders entered into hereunder and Company’s Acceptable Use Policy (which may be amended by Company from time to time) located at

www.oneneck.com and incorporated herein by reference, constitutes the entire agreement between the Parties with respect to the subject matter hereof. This Agreement supersedes all prior negotiations, agreements, and undertakings, whether written or oral, between the Parties with respect to such matter. This Agreement may be amended only by an instrument in writing referencing this Agreement and executed by the Parties or their permitted assignees. Notwithstanding anything to the contrary, any additional purchase orders provided by Client hereunder shall have no cause and effect other than for the price and quantity set forth therein.

14.2 **References.** In this Agreement, “include” and “including” shall mean respectively, “includes, without limitation” and “including, without limitation.”

14.3 **Interpretation.** In the event of a conflict between this Agreement and the terms of any amendment or Executed Order, the terms shall be controlling in this order: (i) amendment(s) in reverse chronological order, but solely with respect to the subject matter of such amendments, (ii) this Agreement and (iii) each Executed Order, provided, however, that an Executed Order shall control to the extent the Parties explicitly reference this Section of the Agreement by title (i.e. “Interpretation” or “Section 14.3”) in such Executed Order that the Executed Order shall control over this Agreement in such instance.

14.4 **Assignment.** Except as otherwise set forth by the applicable OEM terms or end user license agreements, neither Party may assign this Agreement or any rights, obligations, or benefits under this Agreement without the prior written consent of the other Party, which consent shall not be unreasonably withheld, provided, however, that either Party may freely assign this Agreement without the prior written consent of the other Party (i) in connection with a merger, corporate reorganization, or sale of all or substantially all of its assets, stock, or securities, or (ii) to any Entity which is a successor to all or substantially all of the assets or the business of the applicable Party. Any assignment in contravention of this Section 14.4 shall be void. This Agreement shall bind, benefit and be enforceable by and against the Parties and their respective successors and assigns. No third party shall be considered a beneficiary of this Agreement or entitled to any rights under this Agreement.

14.5 **Relationship of Parties.** The Parties intend to create an independent contractor relationship and nothing contained in this Agreement shall be construed to make either Client or Company joint venturers, principals, partners, agents, or employees of the other. No officer, director, employee, agent, affiliate, or contractor retained by Company to perform work on Client’s behalf under this Agreement shall be deemed to be an employee, agent, or contractor of Client. Neither Party shall have any right, power or authority, express or implied, to bind the other. Each Party shall remain responsible, and shall indemnify and hold harmless the other Party, for the withholding and payment of all Federal, state, and local personal income, wage, earnings, occupation, social security, worker’s compensation, unemployment, sickness and disability insurance taxes, payroll levies, or employee benefit requirements (under ERISA, state law or otherwise) now existing or hereafter enacted and attributable to themselves and their respective employees.

14.6 **Notices.** Except as otherwise specified in the Agreement, all notices, requests, approvals, consents, and other communications required or permitted under this Agreement shall be in writing and shall be personally delivered or sent by i) first class U.S. mail, registered or certified, return receipt requested, postage pre-paid; or ii) U.S. express mail, or other, similar overnight courier service to the address of the other Party as stated below. Notices shall be deemed given on the day actually received by the Party to whom the notice is addressed.

Notices to Client shall be given as follows:

Shenandoah Community School District
ATTN: Superintendent
304 West Nishna Road
Shenandoah, IA 51601

Notices to Company shall be given as follows:

OneNeck IT Solutions
525 Junction Road
Madison, WI 53717
Attn: Legal Department

with a copy to: Stephen P. Fitzell, Esq.

Sidley Austin LLP
One South Dearborn St.
Chicago, IL 60603
Fax #: 312.853.7036

14.7 **Publicity.** Neither Party shall be entitled to use the other Party's name and/or tradename(s) in promotional or marketing materials, or on any listing of its customers, partners, vendors, and/or business affiliations, including but not limited to press releases or other public statements regarding the relationship between the Parties or this Agreement without the prior written consent of the other Party. Any such publicity shall not negatively impact or reflect upon such other Party or reveal any proprietary information of such other Party.

14.8 **Section Headings.** Section headings in this Agreement are for reference purposes only and shall not affect the interpretation or meaning of this Agreement nor be construed as part of this Agreement.

14.9 **Counterparts.** This Agreement may be executed simultaneously in any number of counterparts, each of which shall be deemed an original document but all such counterparts together shall constitute one binding agreement.

14.10 **Waiver.** No delay or omission by either Party to exercise any right or power it has under this Agreement shall impair or be construed as a waiver of such right or power. A waiver by any Party of any breach or covenant shall not be construed to be a waiver of any succeeding breach or any other covenant. All waivers must be in writing and signed by the Party waiving its rights.

14.11 **Severability.** If any provision of this Agreement is held for any reason by a court of competent jurisdiction to be contrary to law, the remaining provisions of this Agreement shall remain in full force and effect and the provision found to be contrary to law shall be deemed modified to the most limited extent required in order to cause such provision to be in accordance with applicable law while most fully carrying out the intent of the applicable provision as set forth herein.

14.12 **Survival.** Any Section of this Agreement shall survive to the extent required for the performance of such provision in accordance with the terms hereof.

14.13 **No Third Party Beneficiaries.** Each Party intends that this Agreement shall not benefit, or create any right or cause of action in or on behalf of, any person or entity other than the Client and Company.

14.14 **Construction.** Company and Client each acknowledge that the limitations and exclusions contained in this Agreement have been the subject of active and complete negotiation between the Parties and represent the Parties' agreement based upon the level of risk to Client and Company associated with their respective obligations under this Agreement and the payments to be made to Company and the obligations to be incurred by the Parties pursuant to this Agreement. The Parties agree that the terms and conditions of this Agreement shall not be construed in favor of or against either Party because each Party had the opportunity to review and negotiate the terms hereof. For the avoidance of doubt, Client agrees that the terms set forth in this Agreement constitute reasonable terms applicable to each Executed Order entered into by the Parties.

14.15 **Insurance.** Each Party shall maintain a "Commercial General Liability Insurance" policy with limits of not less than \$1,000,000 each occurrence, \$2,000,000 general aggregate covering injuries or damage to any person or property which results from their operations or activities under this Agreement. Client shall maintain property/casualty insurance with limits not less than the replacement value of any equipment or assets in the facilities, or under the control, of Company, covering damage to any such equipment or assets. Company shall also maintain a "Professional Liability" insurance policy to cover its errors and omissions with limits of not less than \$1,000,000 each occurrence/claim, \$2,000,000 in the aggregate. If Company will be conducting any of its activities onsite at a Client location, Company shall also maintain the following coverage: (A) "Workers' Compensation Insurance" to fully comply with all applicable laws of the state(s) where such work or services is to be performed; (B) "Employer's Liability Insurance" with a limit of not less than \$1,000,000 each accident; and (C) "Automobile Liability Insurance" covering all owned, non-owned and hired automobiles with a combined single limit of not less than \$1,000,000 each accident.

15. **DEFINITIONS.** As used in this Agreement and the attachments hereto (collectively, the "Documents"), the following terms shall have the following meanings with such definitions to be applicable to both the singular and plural use of the terms.

15.1 “**Affiliate**” shall mean, with respect to a Party, any Entity at any time Controlling, Controlled by, or under common Control with, such Party, but only as long as such Entity meets these requirements.

15.2 “**Change Order**” shall mean a written request by either Party, in a form mutually agreed by the Parties, seeking a change to the Services, in accordance with the procedures described in Section 3.

15.3 “**Client Data**” shall mean any and all data and information of any kind or nature submitted to Company by Client, or received by Company on behalf of Client, in connection with the Services or otherwise.

15.4 “**Confidential Information**” shall mean, with respect to either Party, this Agreement, together with all confidential business or technical information or materials of such Party, including but not limited to “Student Data” as defined in paragraph 11.2; provided, however, that Confidential Information shall not include information or materials that the Receiving Party can demonstrate: (i) was known to the Receiving Party prior to the Effective Date free of any obligation of nondisclosure; (ii) was generally known or available to the public prior to the date of disclosure to the Receiving Party or subsequently became generally known or available to the public through no fault of the Receiving Party; (iii) was lawfully received by the Receiving Party from a Third Party free of any obligation of nondisclosure; or (iv) is or was independently developed by the Receiving Party without use of or reference to any Confidential Information of the Disclosing Party.

15.5 “**Control**” shall mean the direct or indirect ownership of 50% or more of the capital stock, or other ownership interest if not a corporation, of any Entity or the possession, directly or indirectly, of the power to direct the management and policies of such Entity by ownership of voting securities, by contract, or otherwise. “Controlling” shall mean having Control of any Entity and “Controlled” shall mean being the subject of Control by another Entity.

15.6 “**Data Security Breach**” shall mean an unauthorized act or occurrence that bypasses or contravenes security policies, practices, or procedures.

15.7 “**Effective Date**” shall mean the date first set forth herein above.

15.8 “**Effective Date of Termination**” shall mean the last day on which Company provides Services to Client, pursuant to an applicable Executed Order.

15.9 “**Entity**” means any person, corporation, partnership, sole proprietorship, limited liability company, joint venture, or other form of organization, and includes the Parties hereto.

15.10 “**Executed Order**” means a written order, including by executed quote, purchase order, statement of work, email or by other written agreement as executed or agreed to by the Parties, for Services that references this Agreement and is executed by the Parties.

15.11 “**Monthly Base Fee**” shall mean the monthly fees payable by Client to Company as set forth in an applicable Executed Order.

15.12 “**Services**” shall mean the services, functions, and responsibilities described in this Agreement or in any Executed Order to be performed by Company during the Term hereof.

15.13 “**Third Party**” shall mean any Entity other than the Parties or any Affiliates of the Parties and shall include any subcontractors of the Parties.

[signature page follows]

THE PARTIES HEREBY ACKNOWLEDGE that they have read and understand this Agreement and any Exhibits, and agree to be bound by all of the provisions, terms and conditions specified herein.

IN WITNESS WHEREOF, and intending to be legally bound, the Parties have caused this Agreement to be executed by their duly authorized representatives.

**OneNeck IT Solutions LLC
d/b/a OneNeck IT Solutions**

Shenandoah Community School District

By:_____

By:_____

Name:_____

Name:_____

Title:_____

Title:_____

Date:_____

Date:_____

**Lease Partnership Agreement Between
Shenandoah Community School District
and
Midwest Mental Health**

This Agreement is entered into between the Shenandoah Community School District hereinafter referred to as the “School,” and Midwest Mental Health, hereinafter referred to as the “Agency.”

WHEREAS, Agency seeks physical space to provide mental health services to School students seeking such mental health services; and

WHEREAS, School is willing to lease physical space at its facilities to Agency to assist Agency in providing requested mental health services to its students.

In consideration of the mutual promises and representations set forth herein and in support of the goal to provide access to mental health services for students at Shenandoah Community School District, the parties agree to support this Lease Partnership Agreement (“Agreement”) in the following ways and as agreed as follows:

1. LEASED PREMISES:

School agrees to lease to Agency a portion of the K-8 building and High School owned by School located at 601 Dr. Creighton Circle and 1000 Mustang Drive, Shenandoah, County of Page, Iowa (“Leased Premises”), in accordance with the terms and conditions as stated herein. Specially, the Leased Premises shall consist of the designated office space that will be shared when not in use by other providers and any other areas of the building agreed upon by the parties.

A. RENT AND UTILITIES.

a. Rent. For use of the Leased Premises pursuant to this Agreement, Agency shall pay to School the sum of one dollar (\$1.00) per year.

b. Utilities. The School shall provide and include utilities for the Leased Premises as part of the annual rental payment.

B. MAINTENANCE.

a. Maintenance/Repair. The School shall be responsible for routine maintenance and repair of the Leased Premises as part of its normal operation of the building in which the Leased Premises are located.

b. Lawn Care and Snow/Ice Removal. The School shall be responsible for lawn care at the Leased Premises. The School shall also be responsible for snow and ice removal

on the parking and sidewalk areas at the Leased Premises as part of its normal operation of the building in which the Leased Premises are located.

c. Changes/Improvements. The Agency shall make no alterations, additions, or improvements to the Leased Premises without the prior written approval of the School. The parties agree that Agency shall be responsible for all costs associated with any alterations, additions, or improvements made by Agency. Any such alterations, additions, or improvements permitted hereunder to be made by Agency shall be solely in furtherance of the use of the Leased Premises for the purpose for which the Leased Premises are leased and shall become the property of School, unless otherwise agreed by the parties.

d. Care of the Leased Premises. The Agency agrees to accept the Leased Premises in its present condition and configuration. The Agency shall act as a reasonably prudent person to keep the Leased Premises clean and free and clear of all obstructions and nuisances in a reasonable and proper manner. The Agency will not permit the Leased Premises to be damaged or depreciated in value by any negligence or other act or omission of Agency or its directors, officers, employees, agents, representatives, invitees, or visitors, and Agency agrees to be responsible for any such damages.

C. **USE OF LEASED PREMISES.**

a. Use in General. The Leased Premises shall only be used by Agency for the providing of school-based mental health services as further outlined under Section 3 below. All staffing and operations associated with Agency's use of the Leased Premises are the responsibility of Agency as more further defined in this Agreement.

b. Compliance with Laws. The Agency shall comply with all federal, state, and local laws and regulations in its use of the Leased Premises as more further defined herein. In addition, Agency shall not use, nor permit the use of, the Leased Premises for any purpose which would adversely affect the value or character of the Leased Premises or cause the Leased Premises to lose exempt status for tax purposes.

c. Access to the Leased Premises. During the term of use of the Leased Premises by Agency, Agency shall have access to the building. Keys or access cards for access to the Leased Premises shall be provided for designated representatives of Agency. The Agency shall ensure that the Leased Premises is locked and secured as needed. Keys or access cards for access to the Leased Premises shall be returned to School at the termination or expiration of the Agreement.

School may enter the Leased Premises without the prior approval of Agency during the term of use of the Leased Premises by Agency, so long as such entry does not unreasonably interfere with Agency's use of the Leased Premises. The School may enter the Leased Premises at any time for emergencies.

2. **SERVICES AND OBLIGATIONS BE PERFORMED:**

By School:

- To maintain ongoing, consistent communication between the School and the Agency.
- To provide private facility space for the Agency therapist(s) who will meet with School students who are the Agency's clients as outlined below in Section 2. The School reserves the right to limit the amount of time during any one day that the Agency has the ability to meet with individual students. This limit would be due to the availability of suitable space for the Agency employee to meet with students.
- The School assumes no liability for the actions or work of the Agency employees.
- The School shall be held harmless by Agency as outlined further below should a parent or student attempt to sue for an action of inadequate care or supervision.
- The School will share no data or related student information with the Agency unless a release of information has been signed by the parent/guardian or eligible student.
- The School will make no student referrals to the Agency. The School will provide information about various area agencies and parents/guardians will make the determination as to the agency of their choice for services to be provided.

By Agency:

- To ensure all services are performed in competent and professional manner.
- To demonstrate that all Agency staff working with students in the school setting have the appropriate licensure. Only employees of the Agency will work with students in the school setting.
- To notify the School Superintendent and any student and student's parent/guardian if the license of any employee providing services to a School student has been suspended, revoked or lapses, or if discipline has been/is being imposed by a licensing agency.
- To ensure that the Agency and all of its personnel providing services under this Agreement clear criminal history, sex offender, and child and dependent adult abuse background checks in accordance with School standards prior to performing any services in the School setting under this Agreement.
- To comply with all federal, state, and local laws and regulations and client policies and rules applicable to performance of services and obligations under this Agreement, including, but not limited to, the Family Educational Rights and Privacy Act ("FERPA") and the Health Insurance Portability and Accountability Act ("HIPAA"), and their corresponding regulations, as applicable, and any other statutes or regulations governing the privacy, security, and confidentiality of student and/or health information.
- To maintain malpractice insurance.
- To meet only with students who are currently enrolled in Shenandoah Community School District.
- That all initial meetings, evaluations, and family meetings will be scheduled at the Agency. None of these meetings will take place at the School.

- That the Agency employee will meet with the student(s) between the hours of 8:30 a.m. and 3:00 p.m. No Agency services or meetings will be scheduled at the School outside of this time frame or when the School is not in session; i.e. evenings, weekends, vacations, etc. Special school programs that are scheduled during the summer months or during a winter or spring break do not constitute school being in session.
- In the event that school is canceled due to weather or other circumstances, no services/client meetings will take place between the student and the Agency during that time.
- To meet with students during study hall/non-class time. Students will only meet with an Agency employee during class time in the case of an emergency.
- The Agency employee assigned to meet with students will check-in at the front desk of the respective school building office so the School is aware of the individual's presence in the School.
- To provide Agency employees with identification badges indicating that the individual is an employee of the Agency.
- Maintain ongoing, consistent communication between the School and the Agency.

3. **INSTRUMENTATIONS:** Agency shall supply all instrumentations and supplies necessary to accomplish the designated services listed in this Agreement unless otherwise agreed between the parties in writing.

4. **RELATIONSHIP BETWEEN THE PARTIES:** It is expressly understood and agreed by the parties that nothing contained in this Agreement shall be construed to create a partnership, association, or other affiliation or like relationship between the parties, it being specifically agreed that their relation is and shall remain that of independent parties to a cooperative contractual relationship. In no event shall a party be liable for the debts or obligations of another party.

5. **PROVISION OF SERVICES:** Notwithstanding anything in this Agreement to the contrary, the Agency will be solely and exclusively responsible for providing the services under this Agreement. All staffing and operations associated with the provision of the services are the sole and exclusive responsibility of the Agency. Neither the Agency nor any of its personnel shall be considered the employee(s) of the School for any purpose. The School shall in no way be responsible for the actions or omissions of the Agency or its personnel. The Agency expressly acknowledges and agrees that the mental health consulting services provided to students under this Agreement are not being performed by the Agency on behalf of the School, but rather, are taking place in the School's building(s) solely for the benefit and convenience of the School's students. The School in no way endorses the Agency or the services it provides, and the School is under no obligation to refer any students to the Agency. The final determination regarding the provision of services by the Agency to a student shall be made by the Agency, the student, and the student's parents/guardians.

6. **OTHER FINANCIAL CONSIDERATIONS:** The School assumes no financial responsibility and the Agency shall receive no financial payments from the School for the counseling/ consulting services or sessions provided by the Agency to students under this

Agreement. All financial responsibilities are that of the Agency and the Agency shall make no claim against the School for any such payments for services.

7. **INSURANCE:** Agency shall purchase and maintain such insurance as will protect the Agency and School from claims which may arise out of, or result from Agency's services. The insurance to be maintained by the Contractor shall be written as follows:

- **Commercial General Liability Insurance** - Minimum limits shown below:

General Aggregate Limit	\$2,000,000
Products-Completed Operations Aggregate Limit	\$2,000,000
Personal & Advertising Injury Limit	\$1,000,000
Each Occurrence Limit	\$1,000,000

School shall be named as an additional insured on the Commercial General Liability policy.

- **Professional Liability / Errors & Omissions Insurance** –Limits of \$1,000,000 per occurrence and \$5,000,000 in the aggregate.
- **Insurance Certificates** - Each policy noted above shall be issued by an admitted insurance company authorized to write such insurance in the State of Iowa, and with an AM Best rating of A- or better. A properly executed Certificate of Insurance showing evidence of these insurance requirements shall be delivered to School prior to the commencement of any services to students under this Agreement.

8. **INDEMNIFICATION:** The Agency agrees to Defend, indemnify, and hold harmless the School from and against any and all claims, demands, causes of action, liabilities, damages, losses, and expenses (including reasonable attorney fees) to the extent arising out of any act or omission of the Agency and any directors, officers, employees, and/or agents of the Agency in connection with this Agreement. In the event that it shall become necessary for either party to institute legal proceedings against the other party, it is expressly agreed that the prevailing party in any such action shall be entitled to recover from the non-prevailing party all costs related to such proceedings, including reasonable attorney fees and all expert witness fees incurred during pre-suit collection attempts, suit, and post judgment, appeal, or settlement collection. The obligations in this paragraph shall survive expiration or termination of this Agreement.

9. **TERM:** This Agreement will become effective upon execution by both parties and will remain in effect until January 15, 2019. The services will be provided by the Agency as described herein during the time the client's schools are in session according to the regular school calendar. This Agreement may be renewed for subsequent one-year terms upon the written agreement of the parties.

10. **TERMINATION:** Prior to the expiration of the initial or any renewal term, this Agreement may be terminated by either party at any time and for any reason by giving the other party at least thirty (30) days' prior written notice of such termination.

11. **NOTICES:** All notices given under this Agreement shall be in writing and shall be made by certified mail or personal delivery to the parties hereto at the following addresses:

To School: Shenandoah Community School District
Attn: Kerri Nelson, Superintendent
304 West Nishna
Shenandoah, IA 51601

To Agency: Midwest Mental Health
Attn: Kindra A. Weston, LMHC, NCC
523 W. Sheridan
Shenandoah, IA 51601

The date of such notices will be deemed to be the date on which the notice is delivered, in the case of personal delivery, or the date on which the notice is delivered or attempted to be delivered as shown on the certified mail receipt, in the case of certified mail delivery.

11. **ASSIGNMENT:** Agency acknowledges that Agency's services are unique and personal. Accordingly, Agency may not assign Agency's rights or delegate Agency's duties or obligations under this Agreement without the prior written consent of School.

12. **AMENDMENTS:** None of the terms or conditions of this Agreement shall be in any manner altered or modified except by a written instrument duly signed by both parties.

13. **GOVERNING LAW:** This Agreement shall be governed by and construed pursuant to the laws of the State of Iowa and any claim or dispute which may arise out of this Agreement shall be heard in a court of competent jurisdiction in Page County, Iowa, unless otherwise agreed by the parties.

14. **BINDING EFFECT:** Neither party may assign this Contract, in whole or in part, without the prior written consent of the other party. Subject to the foregoing, this Contract shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

15. **SEVERABILITY:** If any provision of this Contract is determined to be invalid by a court of competent jurisdiction, then such provision shall be deemed null and void, but without invalidating the remaining provisions hereof.

16. **ENTIRE AGREEMENT:** This Agreement constitutes the complete and entire agreement between the parties and no other representations, promises or agreements, oral or otherwise, shall be of any force or effect.

This Agreement signed and dated this 8th day of January, 2018.

Midwest Mental Health

Shenandoah Community School District

By:

By:

Title: _____

Title: _____