## Shenandoah Community School District Board of Directors February 22, 2021 – 5:00 p.m. Shenandoah Administrative Board Room Special Meeting

#### **Board Agenda**

- 1. Call to Order
- 2. Roll Call and Determination of Quorum
- 3. Consent Agenda
  - a. Personnel Requests

Retirement Incentive Resignations:

Brent Wilcox HS Associate

Elizabeth Skillern HS Business, Girls XC Coach, Asst. Track Coach

Tammie Stettler Kindergarten

- 4. Action Items:
  - a. Approve Termination of Elizabeth Plettner, HS Associate, for Job Abandonment
  - b. Approve Signers on the Activity Fund Accounts at First National Bank Creston
  - c. Approve Submission of IGNITE Online Learning Application
    - i. Increased staffing
    - ii. Edgenuity
  - d. Approve Extending Retirement Incentive
  - e. Present Opening Proposal to SEA
  - f. Acknowledge Receipt of SSA+ Opening Proposal
- 5. Informational Items
  - a. Next Regular Meeting March 8, 2021 at 5:00 p.m.
- 6. Adjournment
- 1. Call to Order
- 2. Roll Call and Determination of Quorum
- 3. Closed Session -

Motion – I move that we hold a closed session as authorized by section 21.5(1)(j) of the open meetings law to discuss the purchase or sale of particular real estate only where premature disclosure could be reasonably expected to increase the price the governmental body would have to pay for that property or reduce the price the governmental body would receive for that property.

The minutes and the audio recording of a session closed under this paragraph shall be available for public examination when the transaction discussed is completed.

Return to Open Session

- 4. Take possible action of recommendation made in closed session
- 5. Adjournment

#### ACCOUNT AGREEMENT

| FIRST NATIONAL BANK IN CRESTON   | Account 2174332<br>Number:  |
|--|---|
| 101 W ADAMS  CRESTON IOWA 50801  Agreement Date: 02/09/2021 By: ANGIE MANN  EXISTING Account - This agreement replaces previous agreement(s).  | Account Owner(s) Name & Address SHENANDOAH COMMUNITY SCHOOL ACTIVITY CHECKING   |
| Account Description: PUBLIC FUNDS PLUS    Checking   Savings   NOW   | 304 W NISHNA RD<br>SHENANDOAH, IA 51601-2312  |
| Ownership of Account - CONSUMER Purpose  Individual  | Signature(s). The undersigned certifies the accuracy of the information he/she has provided and acknowledges receipt of a completed copy of this form. The undersigned authorizes the financial institution to verify credit and employment history and/or have a credit reporting agency prepare a credit report on the undersigned, as individuals. The undersigned also acknowledge the receipt of a copy and agree to the terms of the following agreement(s) and/or disclosure(s):  Terms & Conditions  Truth in Savings Funds Availability  Bectronic Fund Transfers  Privacy Substitute Checks Common Features  The Internal Revenue Service does not require your consent to any provision of this document other than the certifications required to avoid backup withholding. |
| Ownership of Account - BUSINESS Purpose  Sole Proprietorship Single-Member LLC Partnership LLC (LLC tax classification: C Corp S Corp Partnership) C Corporation S Corporation   | I.D. # D.O.B03/31/1970  (2):  |
| Business:  | I.D. # D.O.B08/22/1974  |
| Backup Withholding Certifications (Non-"U.S. Persons" - Use separate Form W-8)  In the separate Form W-8  In the separate Form W-8  In the section are true.   | (3): X  JEAN L FICHTER  I.D. # D.O.B10/19/1958  |
| Not Subject to Backup Withholding. I am NOT subject to backup withholding either because I have not been notified that I am subject to backup withholding as a result of a failure to report all interest or dividends, or the laternal Revenue Service has notified me that I am no longer subject to backup withholding.  Exempt Recipient. I am an exempt recipient under the Internal Revenue Service Regulations. Exempt payee code (if any)  FATCA Code. The FATCA code entered on this form (if any) indicating that I am | (4): X  ADAM J VAN DER VLIET  I.D. #  |
| exempt from FATCA reporting is correct.  U.S. Person. I am a U.S. citizen or other U.S. person (as defined in the instructions).   | I.D. # D.O.B  |

#### **ACCOUNT AGREEMENT**

| FIRST NATIONAL BANK IN CRESTON   | Account 5064688<br>Number:  |
|--|---|
| 101 W ADAMS  CRESTON IOWA 50801  Agreement Date: 02/09/2021 By: ANGIE MANN   | Account Owner(s) Name & Address SHENANDOAH COMMUNITY SCHOOL ACTIVITY SAVINGS  |
| ☐ EXISTING Account - This agreement replaces previous agreement(s).  |   |
| Account Description: PUBLIC FUNDS SAVINGS  |   |
| ☐ Checking ☒ Savings ☐ NOW ☐   |   |
| Initial Deposit \$ 0.00 Source:  | SHENANDOAH, IA 51601-2312   |
| Ownership of Account - CONSUMER Purpose  | Additional Information: Portfolio #802057   |
| ☐ Joint - With Survivorship (and not as tenants in common)   |   |
| ☐ Joint - No Survivorship (as tenants in common)   |   |
| ☐ Trust - Separate Agreement:  |   |
| ☐ Revocable Trust or ☐ Pay-on-Death Designation as Defined in this Agreement   |   |
| (Name and Address of Beneficiaries):   |   |
|  | Signature(s). The undersigned certifies the accuracy of the information he/she has provided and acknowledges receipt of a completed copy of this form. The undersigned authorizes the financial institution to verify credit and employment history and/or have a credit reporting agency prepare a credit report on the undersigned, as individuals. The undersigned also acknowledge the receipt of a copy and agree to the terms of the following agreement(s) and/or disclosure(s): |
|  | Terms & Conditions  Truth in Savings  Funds Availability  |
|  | ☐ Electronic Fund Transfers ☐ Privacy ☐ Substitute Checks   |
|  |   |
|  | (1): X  KERRI L NELSON  |
| Ownership of Account - BUSINESS Purpose  | I.D. # D.O.B03/31/1970  |
| □ Sole Proprietorship       □ Single-Member LLC       □ Partnership         □ LLC (LLC tax classification:       □ C Corp       □ S Corp       □ Partnership         □ C Corporation       □ Non-Profit  | (2): X LISA K HOLMES  |
| X PUBLIC FUNDS Business:   | I.D. # D.O.B 08/22/1974   |
| Eddinood.  | Г 7   |
| Backup Withholding Certifications (Non-"U.S. Persons" - Use separate Form W-8)   | (3): ×  |
| By signing at right, I, KERRI L NELSON certify under penalties of perjury that the statements made in this section are true.   | (3): X<br>JEAN L FICHTER  |
| X TIN: 42-6038087 The Taxpayer Identification Number (TIN) shown is my correct taxpayer identification number.   | I.D. # D.O.B10/19/1958  |
| Not Subject to Backup Withholding. I am NOT subject to backup withholding either because I have not been notified that I am subject to backup withholding as a result of a failure to report all interest or dividends, or the Internal Revenue Service has notified me that I am no longer subject to backup withholding. | (4): X  ADAM J VAN DER VLIET  |
| Exempt Recipient. I am an exempt recipient under the Internal Revenue  | I.D. # D.O.B 06/22/1982  Authorized Signer (Individual Accounts Only)   |
| Service Regulations. Exempt payee code (if any)  FATCA Code. The FATCA code entered on this form (if any) indicating that I am   | <b>1</b>  |
| exempt from FATCA reporting is correct.  | X   |
| U.S. Person. I am a U.S. citizen or other U.S. person (as defined in the instructions).  | I.D. # D.O.B  |

#### ACCOUNT AGREEMENT

| FIRST NATIONAL BANK IN CRESTON  | Account 2174324<br>Number:  |
|---|---|
| 101 W ADAMS CRESTON IOWA 50801  Agreement Date: 02/09/2021 By: ANGIE MANN   | Account Owner(s) Name & Address SHENANDOAH COMMUNITY SCHOOL SCHOLARSHIP   |
| EXISTING Account - This agreement replaces previous agreement(s).  Account Description: PUBLIC FUNDS PLUS   |   |
|   | 304 W NISHNA RD<br>SHENANDOAH, IA 51601-2312  |
| Ownership of Account - CONSUMER Purpose  Individual   | Signature(s). The undersigned certifies the accuracy of the information he/she has provided and acknowledges receipt of a completed copy of this form. The undersigned authorizes the financial institution to verify credit and employment history and/or have a credit reporting agency prepare a credit report on the undersigned, as individuals. The undersigned also acknowledge the receipt of a copy and agree to the terms of the following agreement(s) and/or disclosure(s):  I Terms & Conditions  Truth in Savings  Funds Availability  Bectronic Fund Transfers  Privacy  Substitute Checks Common Features  The Internal Revenue Service does not require your consent to any provision of this document other than the certifications required to avoid backup withholding. |
| Ownership of Account - BUSINESS Purpose  Sole Proprietorship Single-Member LLC Partnership LLC (LLC tax classification: C Corp S Corp Partnership)  | I.D. # D.O.B03/31/1970  |
| ☐ C Corporation ☐ S Corporation ☐ Non-Profit ☐ PUBLIC FUNDS ☐ Business:   | LISA K HOLMES I.D. # D.O.B 08/22/1974   |
| Backup Withholding Certifications (Non-"U.S. Persons" - Use separate Form W-8)  By signing at right, I, KERRI L NELSON certify under penalties of perjury that the statements made in this section are true.  TIN: 42-6038087  Number (TIN) shown is my correct taxpayer identification number.   | (3): X  JEAN L FICHTER  I.D. # D.O.B 10/19/1958   |
| Not Subject to Backup Withholding. I am NOT subject to backup withholding either because I have not been notified that I am subject to backup withholding as a result of a failure to report all interest or dividends, or the Internal Revenue Service has notified me that I am no longer subject to backup withholding.  Exempt Recipient. I am an exempt recipient under the Internal Revenue Service Regulations. Exempt payee code (if any) | (4): X  ADAM J VAN DER VLIET  I.D. # D.O.B06/22/1982  Authorized Signer (Individual Accounts Only)  |
| FATCA Code. The FATCA code entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.  U.S. Person. I am a U.S. citizen or other U.S. person (as defined in the instructions).  | I.D. # D.O.B  |

# **Terms and Conditions of Your Account**

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Joint Account - No Survivorship

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# (1) Important Information about Procedures for Opening a New Account

To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account.

What this means for you: When you open an account, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.

# (2) Agreement

## (2) Agreement, Continued

This agreement is subject to applicable federal laws, the laws of the state of Iowa and other applicable rules such as the operating letters of the Federal Reserve Banks and payment processing system rules (except to the extent that this agreement can and does vary such rules or laws). The body of state and federal law that governs our relationship with you, however, is too large and complex to be reproduced here. The purpose of this document is to:

- 1. summarize some laws that apply to common transactions;
- 2. establish rules to cover transactions or events which the law does not regulate;
- 3. establish rules for certain transactions or events which the law regulates but permits variation by agreement; and
- 4. give you disclosures of some of our policies to which you may be entitled or in which you may be interested.

If any provision of this document is found to be unenforceable according to its terms, all remaining provisions will continue in full force and effect. We may permit some variations from our standard agreement, but we must agree to any variation in writing either on the signature card for your account or in some other document. Nothing in this document is intended to vary our duty to act in good faith and with ordinary care when required by law.

As used in this document the words "we," "our," and "us" mean the financial institution and the words "you" and "your" mean the account holder(s) and anyone else with the authority to deposit, withdraw, or exercise control over the funds in the account. However, this agreement does not intend, and the terms "you" and "your" should not be interpreted, to expand an individual's responsibility for an organization's liability. If this account is owned by a corporation, partnership or other organization, individual liability is determined by the laws generally applicable to that type of organization. The headings in this document are for convenience or reference only and will not govern the interpretation of the provisions. Unless it would be inconsistent to do so, words and phrases used in this document should be construed so the singular includes the plural and the plural includes the singular.

## (3) Liability

You agree, for yourself (and the person or entity you represent if you sign as a representative of another) to the terms of this account and the schedule of charges. You authorize us to deduct these charges, without notice to you, directly from the account balance as accrued. You will pay any additional reasonable charges for services you request which are not covered by this agreement.

Each of you also agrees to be jointly and severally (individually) liable for any account shortage resulting from charges or overdrafts, whether caused by you or another with access to this account. This liability is due immediately, and we can deduct any amounts deposited into the account and apply those amounts to the shortage. You have no right to defer payment of this liability, and you are liable regardless of whether you signed the item or benefited from the charge or overdraft.

You will be liable for our costs as well as for our reasonable attorneys' fees, to the extent permitted by law, whether incurred as a result of collection or in any other dispute involving your account. This includes, but is not limited to, disputes between you and another joint owner; you and an authorized signer or similar party; or a third party claiming an interest in your account. This also includes any action that you or a third party takes regarding the account that causes us, in good faith, to seek the advice of an attorney, whether or not we become involved in the dispute. All costs and attorneys' fees can be deducted from your account when they are incurred, without notice to you.

# (4) Deposits

We will give only provisional credit until collection is final for any items, other than cash, we accept for deposit (including items drawn "on us"). Before settlement of any item becomes final, we act only as your agent, regardless of the form of endorsement or lack of endorsement on the item and even though we provide you provisional credit for the item. We may reverse any provisional credit for items that are lost, stolen, or returned. Unless prohibited by law, we also reserve the right to charge back to your account the amount of any item deposited to your account or cashed for you which was initially paid

#### (4) Deposits, Continued

by the payor bank and which is later returned to us due to an allegedly forged, unauthorized or missing endorsement, claim of alteration, encoding error, counterfeit cashier's check or other problem which in our judgment justifies reversal of credit. You authorize us to attempt to collect previously returned items without giving you notice, and in attempting to collect we may permit the payor bank to hold an item beyond the midnight deadline. Actual credit for deposits of, or payable in, foreign currency will be at the exchange rate in effect on final collection in U.S. dollars. We are not responsible for transactions by mail or outside depository until we actually record them. We will treat and record all transactions received after our "daily cutoff time" on a business day we are open, or received on a day we are not open for business, as if initiated on the next business day that we are open. At our option, we may take an item for collection rather than for deposit. If we accept a third-party check or draft for deposit, we may require any third-party endorsers to verify or guarantee their endorsements, or endorse in our presence.

#### (5) Withdrawals

**Generally.** Unless clearly indicated otherwise on the account records, any of you, acting alone, who signs to open the account or has authority to make withdrawals may withdraw or transfer all or any part of the account balance at any time. Each of you (until we receive written notice to the contrary) authorizes each other person who signs or has authority to make withdrawals to endorse any item payable to you or your order for deposit to this account or any other transaction with us.

**Postdated Checks.** A postdated check is one which bears a date later than the date on which the check is written. We may properly pay and charge your account for a postdated check even though payment was made before the date of the check, unless we have received written notice of the postdating in time to have a reasonable opportunity to act. Because we process checks mechanically, your notice will not be effective and we will not be liable for failing to honor your notice unless it precisely identifies the number, date, amount and payee of the item.

Checks and Withdraw al Rules. If you do not purchase your check blanks from us, you must be certain that we approve the check blanks you purchase. We may refuse any withdrawal or transfer request which you attempt on forms not approved by us or by any method we do not specifically permit. We may refuse any withdrawal or transfer request which is greater in number than the frequency permitted by our policy, or which is for an amount greater or less than any withdrawal limitations. We will use the date the transaction is completed by us (as opposed to the date you initiate it) to apply any frequency limitations. In addition, we may place limitations on the account until your identity is verified.

Even if we honor a nonconforming request, we are not required to do so later. If you violate the stated transaction limitations (if any), in our discretion we may close your account or reclassify your account as another type of account. If we reclassify your account, your account will be subject to the fees and earnings rules of the new account classification.

If we are presented with an item drawn against your account that would be a "substitute check," as defined by law, but for an error or defect in the item introduced in the substitute check creation process, you agree that we may pay such item.

Cash Withdrawals. We recommend you take care when making large cash withdrawals because carrying large amounts of cash may pose a danger to your personal safety. As an alternative to making a large cash withdrawal, you may want to consider a cashier's check or similar instrument. You assume full responsibility of any loss in the event the cash you withdraw is lost, stolen, or destroyed. You agree to hold us harmless from any loss you incur as a result of your decision to withdraw funds in the form of cash.

Multiple Signatures, Electronic Check Conversion, and Similar Transactions. An electronic check conversion transaction is a transaction where a check or similar item is converted into an electronic fund transfer as defined in the Electronic Fund Transfers regulation. In these types of transactions the check or similar item is either removed from circulation (truncated) or given back to you. As a result, we have no opportunity to review the signatures or otherwise examine the original check or item. You agree that, as to these or any items as to which we have no opportunity to examine the signatures, you waive any requirement of multiple signatures.

#### (5) Withdrawals, Continued

Notice of Withdraw al. We reserve the right to require not less than 7 days' notice in writing before each withdrawal from an interest-bearing account, other than a time deposit or demand deposit, or from any other savings deposit as defined by Regulation D. (The law requires us to reserve this right, but it is not our general policy to use it.) Withdrawals from a time account prior to maturity or prior to any notice period may be restricted and may be subject to penalty. See your notice of penalty for early withdrawal.

## (6) Ownership of Account and Beneficiary Designation

These rules apply to this account depending on the form of ownership and beneficiary designation, if any, specified on the account records. We make no representations as to the appropriateness or effect of the ownership and beneficiary designations, except as they determine to whom we pay the account funds.

Individual Account. This is an account in the name of one person.

Joint Account - With Survivorship. (And Not As Tenants In Common). This is an account in the name of two or more persons. Each of you intend that when you die the balance in the account (subject to any previous pledge to which we have agreed) will belong to the survivor(s). If two or more of you survive, you will own the balance in the account as joint tenants with survivorship and not as tenants in common.

Joint Account - No Survivorship. (As Tenants In Common). This is owned by two or more persons, but none of you intend (merely by opening this account) to create any right of survivorship in any other person. We encourage you to agree and tell us in writing of the percentage of the deposit contributed by each of you. This information will not, however, affect the number of signatures necessary for withdrawal.

Revocable Trust or Pay-on-Death Account. If two or more of you create this type of account, you own the account jointly with survivorship. Beneficiaries cannot withdraw unless: (1) all persons creating the account die, and (2) the beneficiary is then living. If two or more beneficiaries are named and survive the death of all persons creating the account, beneficiaries will own this account in equal shares, without right of survivorship. The person(s) creating either of these account types may: (1) change beneficiaries, (2) change account types, and (3) withdraw all or part of the account funds at any time.

# (7) Business, Organization, and Association Accounts

Earnings in the form of interest, dividends, or credits will be paid only on collected funds, unless otherwise provided by law or our policy. You represent that you have the authority to open and conduct business on this account on behalf of the entity. We may require the governing body of the entity opening the account to give us a separate authorization telling us who is authorized to act on its behalf. We will honor the authorization until we actually receive written notice of a change from the governing body of the entity.

# (8) Stop Payments

Unless otherwise provided, the rules in this section cover stopping payment of items such as checks and drafts. Rules for stopping payment of other types of transfers of funds, such as consumer electronic fund transfers, may be established by law or our policy. If we have not disclosed these rules to you elsewhere, you may ask us about those rules.

We may accept an order to stop payment on any item from any one of you. You must make any stop-payment order in the manner required by law and we must receive it in time to give us a reasonable opportunity to act on it before our stop-payment cutoff time. Because stop-payment orders are handled by computers, to be effective, your stop-payment order must precisely identify the number, date, and amount of the item, and the payee.

# (8) Stop Payments, Continued

You may stop payment on any item drawn on your account whether you sign the item or not. Generally, if your stop-payment order is given to us in writing it is effective for six months. Your order will lapse after that time if you do not renew the order in writing before the end of the six-month period. If the original stop-payment order was oral your stop-payment order will lapse after 14 calendar days if you do not confirm your order in writing within that time period. We are not obligated to notify you when a stop-payment order expires.

If you stop payment on an item and we incur any damages or expenses because of the stop payment, you agree to indemnify us for those damages or expenses, including attorneys' fees. You assign to us all rights against the payee or any other holder of the item. You agree to cooperate with us in any legal actions that we may take against such persons. You should be aware that anyone holding the item may be entitled to enforce payment against you despite the stop-payment order.

Our stop-payment cutoff time is one hour after the opening of the next banking day after the banking day on which we receive the item. Additional limitations on our obligation to stop payment are provided by law (e.g., we paid the item in cash or we certified the item).

## (9) Telephone Transfers

A telephone transfer of funds from this account to another account with us, if otherwise arranged for or permitted, may be made by the same persons and under the same conditions generally applicable to withdrawals made in writing. Limitations on the number of telephonic transfers from a savings account, if any, are described elsewhere.

#### (10) Amendments and Termination

We may change any term of this agreement. Rules governing changes in interest rates are provided separately in the Truth-in-Savings disclosure or in another document. For other changes, we will give you reasonable notice in writing or by any other method permitted by law. We may also close this account at any time upon reasonable notice to you and tender of the account balance personally or by mail. Items presented for payment after the account is closed may be dishonored. When you close your account, you are responsible for leaving enough money in the account to cover any outstanding items to be paid from the account. Reasonable notice depends on the circumstances, and in some cases such as when we cannot verify your identity or we suspect fraud, it might be reasonable for us to give you notice after the change or account closure becomes effective. For instance, if we suspect fraudulent activity with respect to your account, we might immediately freeze or close your account and then give you notice. If we have notified you of a change in any term of your account and you continue to have your account after the effective date of the change, you have agreed to the new term(s).

# (11) Notices

Any written notice you give us is effective when we actually receive it, and it must be given to us according to the specific delivery instructions provided elsewhere, if any. We must receive it in time to have a reasonable opportunity to act on it. If the notice is regarding a check or other item, you must give us sufficient information to be able to identify the check or item, including the precise check or item number, amount, date and payee. Written notice we give you is effective when it is deposited in the United States Mail with proper postage and addressed to your mailing address we have on file. Notice to any of you is notice to all of you.

# (12) Statements

Your Duty to Report Unauthorized Signatures, Alterations, and Forgeries. You must examine your statement of account with "reasonable promptness." If you discover (or reasonably should have discovered) any unauthorized signatures or alterations, you must promptly notify us of the relevant facts. As between you and us, if you fail to do either

#### (12) Statements, Continued

of these duties, you will have to either share the loss with us, or bear the loss entirely yourself (depending on whether we used ordinary care and, if not, whether we substantially contributed to the loss). The loss could be not only with respect to items on the statement but other items with unauthorized signatures or alterations by the same wrongdoer.

You agree that the time you have to examine your statement and report to us will depend on the circumstances, but will not, in any circumstance, exceed a total of 30 days from when the statement is first sent or made available to you.

You further agree that if you fail to report any unauthorized signatures, alterations or forgeries in your account within 60 days of when we first send or make the statement available, you cannot assert a claim against us on any items in that statement, and as between you and us the loss will be entirely yours. This 60-day limitation is without regard to whether we used ordinary care. The limitation in this paragraph is in addition to that contained in the first paragraph of this section.

Your Duty to Report Other Errors or Problems. In addition to your duty to review your statements for unauthorized signatures, alterations and forgeries, you agree to examine your statement with reasonable promptness for any other error or problem - such as an encoding error or an unexpected deposit amount. Also, if you receive or we make available either your items or images of your items, you must examine them for any unauthorized or missing endorsements or any other problems. You agree that the time you have to examine your statement and items and report to us will depend on the circumstances. However, this time period shall not exceed 60 days. Failure to examine your statement and items and report any errors to us within 60 days of when we first send or make the statement available precludes you from asserting a claim against us for any errors on items identified in that statement and as between you and us the loss will be entirely yours.

Errors Relating to Electronic Fund Transfers or Substitute Checks. (For consumer accounts only). For information on errors relating to electronic fund transfers (e.g., on-line, mobile, debit card or ATM transactions) refer to your Electronic Fund Transfers disclosure and the sections on consumer liability and error resolution. For information on errors relating to a substitute check you received, refer to your disclosure entitled Substitute Checks and Your Rights.

Duty to Notify if Statement Not Received. You agree to immediately notify us if you do not receive your statement by the date you normally expect to receive it. Not receiving your statement in a timely manner is a sign that there may be an issue with your account, such as possible fraud or identity theft.

# (13) Direct Deposits

If we are required for any reason to reimburse the federal government for all or any portion of a benefit payment that was directly deposited into your account, you authorize us to deduct the amount of our liability to the federal government from the account or from any other account you have with us, without prior notice and at any time, except as prohibited by law. We may also use any other legal remedy to recover the amount of our liability.

# (14) Temporary Account Agreement

If the account documentation indicates that this is a temporary account agreement, each person who signs to open the account or has authority to make withdrawals (except as indicated to the contrary) may transact business on this account. However, we may at some time in the future restrict or prohibit further use of this account if you fail to comply with the requirements we have imposed within a reasonable time.

## (15) Setoff

We may (without prior notice and when permitted by law) set off the funds in this account against any due and payable debt any of you owe us now or in the future. If this account is owned by one or more of you as individuals, we may set off any funds in the account against a due and payable debt a partnership owes us now or in the future, to the extent of your liability as a partner for the partnership debt. If your debt arises from a promissory note, then the amount of the due and payable debt will be the full amount we have demanded, as entitled under the terms of the note, and this amount may include any portion of the balance for which we have properly accelerated the due date.

This right of setoff does not apply to this account if prohibited by law. For example, the right of setoff does not apply to this account if: (a) it is an Individual Retirement Account or similar tax-deferred account, or (b) the debt is created by a consumer credit transaction under a credit card plan (but this does not affect our rights under any consensual security interest), or (c) the debtor's right of withdrawal only arises in a representative capacity. We will not be liable for the dishonor of any check when the dishonor occurs because we set off a debt against this account. You agree to hold us harmless from any claim arising as a result of our exercise of our right of setoff.

#### (16) Check Processing

We process items mechanically by relying solely on the information encoded in magnetic ink along the bottom of the items. This means that we do not individually examine all of your items to determine if the item is properly completed, signed and endorsed or to determine if it contains any information other than what is encoded in magnetic ink. You agree that we have exercised ordinary care if our automated processing is consistent with general banking practice, even though we do not inspect each item. Because we do not inspect each item, if you write a check to multiple payees, we can properly pay the check regardless of the number of endorsements unless you notify us in writing that the check requires multiple endorsements. We must receive the notice in time for us to have a reasonable opportunity to act on it, and you must tell us the precise date of the check, amount, check number and payee. We are not responsible for any unauthorized signature or alteration that would not be identified by a reasonable inspection of the item. Using an automated process helps us keep costs down for you and all account holders.

# (17) Check Cashing

We may charge a fee for anyone that does not have an account with us who is cashing a check, draft or other instrument written on your account. We may also require reasonable identification to cash such a check, draft or other instrument. We can decide what identification is reasonable under the circumstances and such identification may be documentary or physical and may include collecting a thumbprint or fingerprint.

# (18) Truncation, Substitute Checks, and Other Check Images

If you truncate an original check and create a substitute check, or other paper or electronic image of the original check, you warrant that no one will be asked to make payment on the original check, a substitute check or any other electronic or paper image, if the payment obligation relating to the original check has already been paid. You also warrant that any substitute check you create conforms to the legal requirements and generally accepted specifications for substitute checks. You agree to retain the original check in conformance with our internal policy for retaining original checks. You agree to indemnify us for any loss we may incur as a result of any truncated check transaction you initiate. We can refuse to accept substitute checks that have not previously been warranted by a bank or other financial institution in conformance with the Check 21 Act. Unless specifically stated in a separate agreement between you and us, we do not have to accept any other electronic or paper image of an original check.

#### (19) Remotely Created Checks

Like any standard check or draft, a remotely created check (sometimes called a telecheck, preauthorized draft or demand draft) is a check or draft that can be used to withdraw money from an account. Unlike a typical check or draft, however, a remotely created check is not issued by the paying bank and does not contain the signature of the account owner (or a signature purported to be the signature of the account owner). In place of a signature, the check usually has a statement that the owner authorized the check or has the owner's name typed or printed on the signature line.

You warrant and agree to the following for every remotely created check we receive from you for deposit or collection: (1) you have received express and verifiable authorization to create the check in the amount and to the payee that appears on the check; (2) you will maintain proof of the authorization for at least 2 years from the date of the authorization, and supply us the proof if we ask; and (3) if a check is returned you owe us the amount of the check, regardless of when the check is returned. We may take funds from your account to pay the amount you owe us, and if there are insufficient funds in your account, you still owe us the remaining balance.

#### (20) Unlawful Internet Gambling Notice

Restricted transactions as defined in Federal Reserve Regulation GG are prohibited from being processed through this account or relationship. Restricted transactions generally include, but are not limited to, those in which credit, electronic fund transfers, checks, or drafts are knowingly accepted by gambling businesses in connection with the participation by others in unlawful Internet gambling.

#### (21) ACH and Wire Transfers

This agreement is subject to Article 4A of the Uniform Commercial Code - Fund Transfers as adopted in the state in which you have your account with us. If you originate a fund transfer and you identify by name and number a beneficiary financial institution, an intermediary financial institution or a beneficiary, we and every receiving or beneficiary financial institution may rely on the identifying number to make payment. We may rely on the number even if it identifies a financial institution, person or account other than the one named. You agree to be bound by automated clearing house association rules. These rules provide, among other things, that payments made to you, or originated by you, are provisional until final settlement is made through a Federal Reserve Bank or payment is otherwise made as provided in Article 4A-403(a) of the Uniform Commercial Code. If we do not receive such payment, we are entitled to a refund from you in the amount credited to your account and the party originating such payment will not be considered to have paid the amount so credited. Credit entries may be made by ACH. If we receive a payment order to credit an account you have with us by wire or ACH, we are not required to give you any notice of the payment order or credit.

# (22) Facsimile Signatures

Unless you make advance arrangements with us, we have no obligation to honor facsimile signatures on your checks or other orders. If we do agree to honor items containing facsimile signatures, you authorize us, at any time, to charge you for all checks, drafts, or other orders, for the payment of money, that are drawn on us. You give us this authority regardless of by whom or by what means the facsimile signature(s) may have been affixed so long as they resemble the facsimile signature specimen filed with us, and contain the required number of signatures for this purpose. You must notify us at once if you suspect that your facsimile signature is being or has been misused.

# (23) Authorized Signer (Individual Accounts only)

A single individual is the owner. The authorized signer is merely designated to conduct transactions on the owner's behalf. The owner does not give up any rights to act on the account, and the authorized signer may not in any manner affect the rights of the owner or beneficiaries, if any, other than by withdrawing funds from the account. The owner is responsible for

# (23) Authorized Signer (Individual Accounts only), Continued

any transactions of the authorized signer. We undertake no obligation to monitor transactions to determine that they are on the owner's behalf. The owner may terminate the authorization at any time, and the authorization is automatically terminated by the death of the owner. However, we may continue to honor the transactions of the authorized signer until: (a) we have received written notice or have actual knowledge of the termination of authority, and (b) we have a reasonable opportunity to act on that notice or knowledge. We may refuse to accept the designation of an authorized signer.

## (24) Restrictive Legends or Endorsements

The automated processing of the large volume of checks we receive prevents us from inspecting or looking for restrictive legends, restrictive endorsements or other special instructions on every check. For this reason, we are not required to honor any restrictive legend or endorsement or other special instruction placed on checks you write unless we have agreed in writing to the restriction or instruction. Unless we have agreed in writing, we are not responsible for any losses, claims, damages, or expenses that result from your placement of these restrictions or instructions on your checks. Examples of restrictive legends placed on checks are "must be presented within 90 days" or "not valid for more than \$1,000.00." The payee's signature accompanied by the words "for deposit only" is an example of a restrictive endorsement.

#### (25) Account Transfer

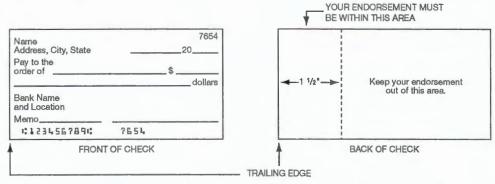
This account may not be transferred or assigned without our prior written consent.

#### (26) Endorsements

We may accept for deposit any item payable to you or your order, even if they are not endorsed by you. We may give cash back to any one of you. We may supply any missing endorsement(s) for any item we accept for deposit or collection, and you warrant that all endorsements are genuine.

To ensure that your check or share draft is processed without delay, you must endorse it (sign it on the back) in a specific area. Your entire endorsement (whether a signature or a stamp) along with any other endorsement information (e.g., additional endorsements, ID information, driver's license number, etc.) must fall within 1 1/2" of the "trailing edge" of a check. Endorsements must be made in blue or black ink, so that they are readable by automated check processing equipment.

As you look at the front of a check, the "trailing edge" is the left edge. When you flip the check over, be sure to keep all endorsement information within  $1 \frac{1}{2}$ " of that edge.



It is important that you confine the endorsement information to this area since the remaining blank space will be used by others in the processing of the check to place additional needed endorsements and information. You agree that you will indemnify, defend, and hold us harmless for any loss, liability, damage or expense that occurs because your endorsement, another endorsement, or information you have printed on the back of the check obscures our endorsement. These endorsement guidelines apply to both personal and business checks.

#### (27) Death or Incompetence

You agree to notify us promptly if any person with a right to withdraw funds from your account(s) dies or is adjudicated (determined by the appropriate official) incompetent. We may continue to honor your checks, items, and instructions until: (a) we know of your death or adjudication of incompetence, and (b) we have had a reasonable opportunity to act on that knowledge. You agree that we may pay or certify checks drawn on or before the date of death or adjudication of incompetence for up to ten (10) days after your death or adjudication of incompetence unless ordered to stop payment by someone claiming an interest in the account.

## (28) Fiduciary Accounts

Accounts may be opened by a person acting in a fiduciary capacity. A fiduciary is someone who is appointed to act on behalf of and for the benefit of another. We are not responsible for the actions of a fiduciary, including the misuse of funds. This account may be opened and maintained by a person or persons named as a trustee under a written trust agreement, or as executors, administrators, or conservators under court orders. You understand that by merely opening such an account, we are not acting in the capacity of a trustee in connection with the trust nor do we undertake any obligation to monitor or enforce the terms of the trust or letters.

#### (29) Credit Verification

You agree that we may verify credit and employment history by any necessary means, including preparation of a credit report by a credit reporting agency.

## (30) Legal Actions Affecting Your Account

If we are served with a subpoena, restraining order, writ of attachment or execution, levy, garnishment, search warrant, or similar order relating to your account (termed "legal action" in this section), we will comply with that legal action. Or, in our discretion, we may freeze the assets in the account and not allow any payments out of the account until a final court determination regarding the legal action. We may do these things even if the legal action involves less than all of you. In these cases, we will not have any liability to you if there are insufficient funds to pay your items because we have withdrawn funds from your account or in any way restricted access to your funds in accordance with the legal action. Any fees or expenses we incur in responding to any legal action (including, without limitation, attorneys' fees and our internal expenses) may be charged against your account. The list of fees applicable to your account(s) provided elsewhere may specify additional fees that we may charge for certain legal actions.

# (31) Account Security

Duty to Protect Account Information and Methods of Access. It is your responsibility to protect the account numbers and electronic access devices (e.g., an ATM card) we provide you for your account(s). Do not discuss, compare, or share information about your account number(s) with anyone unless you are willing to give them full use of your money. An account number can be used by thieves to issue an electronic debit or to encode your number on a false demand draft which looks like and functions like an authorized check. If you furnish your access device and grant actual authority to make transfers to another person (a family member or coworker, for example) who then exceeds that authority, you are liable for the transfers unless we have been notified that transfers by that person are no longer authorized.

Your account number can also be used to electronically remove money from your account, and payment can be made from your account even though you did not contact us directly and order the payment.

## (31) Account Security, Continued

You must also take precaution in safeguarding your blank checks. Notify us at once if you believe your checks have been lost or stolen. As between you and us, if you are negligent in safeguarding your checks, you must bear the loss entirely yourself or share the loss with us (we may have to share some of the loss if we failed to use ordinary care and if we substantially contributed to the loss).

Positive Pay and Other Fraud Prevention Services. Except for consumer electronic fund transfers subject to Regulation E, you agree that if we offer you services appropriate for your account to help identify and limit fraud or other unauthorized transactions against your account, and you reject those services, you will be responsible for any fraudulent or unauthorized transactions which could have been prevented by the services we offered. You will not be responsible for such transactions if we acted in bad faith or to the extent our negligence contributed to the loss. Such services include positive pay or commercially reasonable security procedures. If we offered you a commercially reasonable security procedure which you reject, you agree that you are responsible for any payment order, whether authorized or not, that we accept in compliance with an alternative security procedure that you have selected. The positive pay service can help detect and prevent check fraud and is appropriate for account holders that issue: a high volume of checks, a lot of checks to the general public, or checks for large dollar amounts.

## (32) Telephonic Instructions

Unless required by law or we have agreed otherwise in writing, we are not required to act upon instructions you give us via facsimile transmission or leave by voice mail or on a telephone answering machine.

#### (33) Monitoring and Recording Telephone Calls and Consent to Receive Communications

Subject to federal and state law, we may monitor or record phone calls for security reasons, to maintain a record and to ensure that you receive courteous and efficient service. You consent in advance to any such recording.

To provide you with the best possible service in our ongoing business relationship for your account we may need to contact you about your account from time to time by telephone, text messaging or email. However, we first obtain your consent to contact you about your account in compliance with applicable consumer protection provisions in the federal Telephone Consumer Protection Act of 1991 (TCPA), CAN-SPAM Act and their related federal regulations and orders issued by the Federal Communications Commission (FCC).

- Your consent is limited to your account, and as authorized by applicable law and regulations.
- ◆ Your consent is voluntary and not conditioned on the purchase of any product or service from us.

With the above understandings, you authorize us to contact you regarding your account throughout its existence using any telephone numbers or email addresses that you have previously provided to us by virtue of an existing business relationship or that you may subsequently provide to us.

This consent is regardless of whether the number we use to contact you is assigned to a landline, a paging service, a cellular wireless service, a specialized mobile radio service, other radio common carrier service or any other service for which you may be charged for the call. You further authorize us to contact you through the use of voice, voice mail and text messaging, including the use of pre-recorded or artificial voice messages and an automated dialing device.

If necessary, you may change or remove any of the telephone numbers or email addresses at any time using any reasonable means to notify us.

# (34) Claim of Loss

If you claim a credit or refund because of a forgery, alteration, or any other unauthorized withdrawal, you agree to cooperate with us in the investigation of the loss, including giving us an affidavit containing whatever reasonable information we

#### (34) Claim of Loss, Continued

require concerning your account, the transaction, and the circumstances surrounding the loss. You will notify law enforcement authorities of any criminal act related to the claim of lost, missing, or stolen checks or unauthorized withdrawals. We will have a reasonable period of time to investigate the facts and circumstances surrounding any claim of loss. Unless we have acted in bad faith, we will not be liable for special or consequential damages, including loss of profits or opportunity, or for attorneys' fees incurred by you. You agree that you will not waive any rights you have to recover your loss against anyone who is obligated to repay, insure, or otherwise reimburse you for your loss. You will pursue your rights or, at our option, assign them to us so that we may pursue them. Our liability will be reduced by the amount you recover or are entitled to recover from these other sources.

## (35) Early Withdraw al Penalties (and involuntary withdraw als)

We may impose early withdrawal penalties on a withdrawal from a time account even if you don't initiate the withdrawal. For instance, the early withdrawal penalty may be imposed if the withdrawal is caused by our setoff against funds in the account or as a result of an attachment or other legal process. We may close your account and impose the early withdrawal penalty on the entire account balance in the event of a partial early withdrawal. See your notice of penalty for early withdrawals for additional information.

#### (36) Address or Name Changes

You are responsible for notifying us of any change in your address or your name. Unless we agree otherwise, change of address or name must be made in writing by at least one of the account holders. Informing us of your address or name change on a check reorder form is not sufficient. We will attempt to communicate with you only by use of the most recent address you have provided to us. If provided elsewhere, we may impose a service fee if we attempt to locate you.

#### (37) Resolving Account Disputes

We may place an administrative hold on the funds in your account (refuse payment or withdrawal of the funds) if it becomes subject to a claim adverse to (1) your own interest; (2) others claiming an interest as survivors or beneficiaries of your account; or (3) a claim arising by operation of law. The hold may be placed for such period of time as we believe reasonably necessary to allow a legal proceeding to determine the merits of the claim or until we receive evidence satisfactory to us that the dispute has been resolved. We will not be liable for any items that are dishonored as a consequence of placing a hold on funds in your account for these reasons.

# (38) Waiver of Notices

To the extent permitted by law, you waive any notice of non-payment, dishonor or protest regarding any items credited to or charged against your account. For example, if you deposit an item and it is returned unpaid or we receive a notice of nonpayment, we do not have to notify you unless required by federal Regulation CC or other law.

[This space intentionally left blank.]

#### (39) Additional Terms

Night Depository: The only items you may place in the night depository are cash and checks, drafts, or similar items that would ordinarily be credited to the account if you presented them to a teller for deposit. Items placed in the night depository will not become deposits until we open the depository and process the contents. Generally we will remove the items and credit the contents to the Account no later than the next Business Day after they are placed in the night depository. When we open the items, 2 of our employees will be present to witness and record the contents. If there are any discrepancies between the amounts shown on the deposit slips and the actual contents, we will notify you of the discrepancies. You will be entitled to credit only for the actual contents as determined by the 2 employees, regardless of what is stated on the deposit slip. Prior to items becoming deposits, our responsibility will be limited to the exercise of reasonable care and unless otherwise required by law we will not insure such items and our not insuring them will not be constitute failure to exercise reasonable care. You must exercise due care when placing items into the night depository and must promptly report to us any problems or unsafe conditions you observe. If your usage of the night depository requires a container or a key to the depository, you must sign a seperate Night Depository Agreement.

Zero Balance Accounts: We will consider you have closed your account if the balance is \$0.00 for 10 consecutive days.

# Terms and Conditions Overdraft Addendum

Understanding and Avoiding Overdraft and Nonsufficient Funds (NSF) Fees

Language that is preceded by a box below, is included only if the box is checked or marked with an "X".

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This Addendum is part of the Terms and Conditions of Your Account. The information in this Addendum is being provided to help you understand what happens if your account is overdrawn. Understanding the concepts of overdrafts and nonsufficient funds (NSF) is important and can help you avoid being assessed fees or charges. This section also provides contractual terms relating to overdrafts and NSF transactions.

An overdrawn account will typically result in you being charged an overdraft fee or an NSF fee. Generally, an overdraft occurs when there is not enough money in your account to pay for a transaction, but we pay (or cover) the transaction anyway. An NSF transaction is slightly different. In an NSF transaction, we do not cover the transaction. Instead, the transaction is rejected and the item or requested payment is returned. In either situation, we can charge you a fee.

☑ If you use our Overdraft Privilege Service and we cover a transaction for which there is not enough money in your account to pay, we will consider that an overdraft. We treat all other transactions for which there is not enough money in your account as an NSF transaction, regardless of whether we cover the transaction or the transaction is rejected.

□ Determining Your Available Balance. We use the "available balance" method to determine whether your account is overdrawn, that is, whether there is enough money in your account to pay for a transaction. Importantly, your "available" balance may not be the same as your account's "actual" balance. This means an overdraft or an NSF transaction could occur regardless of your account's actual balance.

Your account's actual balance (sometimes called the ledger balance) only includes transactions that have settled up to that point in time, that is, transactions (deposits and payments) that have posted to your account. The actual balance does not include outstanding transactions (such as checks that have not yet cleared and electronic transactions that have been authorized but which are still pending). The balance on your periodic statement is the ledger balance for your account as of the statement date.

As the name implies, your available balance is calculated based on the money "available" in your account to make payments. In other words, the available balance takes transactions that have been authorized, but not yet settled, and subtracts them from the actual balance. In addition, when calculating your available balance, any "holds" placed on deposits that have not yet cleared are also subtracted from the actual balance.

☐ For more information on how holds placed on funds in your account can impact your available balance, read the subsection titled "A Temporary Debit Authorization Hold Affects Your Account Balance."

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We use the "actual" balance method to determine whether your account is overdrawn, that is, whether there is enough money in your account to pay for a transaction. Importantly, your "actual" balance may not be the same as your account's "available" balance. This means an overdraft or an NSF transaction could occur regardless of your account's available balance.

Your account's actual balance (sometimes called the ledger balance) only includes transactions that have settled up to that point in time, that is, transactions (deposits and payments) that have posted to your account. The actual balance does not include outstanding transactions (such as checks that have not yet cleared and electronic transactions that have been authorized but which are still pending). The balance on your periodic statement is the ledger balance for your account as of the statement date. As the name implies, your available balance is calculated based on the money "available" in your account to make payments. In other words, the available balance takes transactions that have been authorized, but not yet settled, and subtracts them from the actual balance. In addition, when calculating your available balance, any "holds" placed on deposits that have not yet cleared are also subtracted from the actual balance.

☑ Overdrafts. You understand that we may, at our discretion, honor withdrawal requests that overdraw your account. However, the fact that we may honor withdrawal requests that overdraw the account balance does not obligate us to do so later. So you can NOT rely on us to pay overdrafts on your account regardless of how frequently or under what circumstances we have paid overdrafts on your account in the past. We can change our practice of paying, or not paying, discretionary overdrafts on your account without notice to you. You can ask us if we have other account services that might be available to you where we commit to paying overdrafts under certain circumstances, such as an overdraft protection line-of-credit or a plan to sweep funds from another account you have with us. You agree that we may charge fees for overdrafts. We may use subsequent deposits, including direct deposits of social security or other government benefits, to cover such overdrafts and overdraft fees.

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| □ Ove | rdrafts.                  |         |                                     |             |                |          |        |           | , .           |    |

Nonsufficient Funds (NSF) Fees. If an item drafted by you (such as a check) or a transaction you set up (such as a preauthorized transfer) is presented for payment in an amount that is more than the amount of money available in your account, and we decide not to pay the item or transaction, you agree that we can charge you an NSF fee for returning the payment. Be aware that such an item or payment may be presented multiple times and that we do not monitor or control the number of times a transaction is presented for payment. You agree that we may charge you an NSF fee each time a payment is presented if the amount of money available in your account is not sufficient to cover the payment, regardless of the number of times the payment is presented.

□ Nonsufficient Funds (NSF) Fees. If an item drafted by you (such as a check) or a transaction you set up (such as a preauthorized transfer) is presented for payment in an amount that is more than the amount of money in your account, and we decide not to pay the item or transaction, you agree that we can charge you an NSF fee for returning the payment. Be aware that such an item or payment may be presented multiple times and that we do not monitor or control the number of times a transaction is presented for payment. You agree that we may charge you an NSF fee each time a payment is presented if the amount of money in your account is not sufficient to cover the payment, regardless of the number of times the payment is presented.

| □ Nonsufficient Funds (NSF) Fees.   |
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| ☑ Payment Types. Some, but not necessarily all, of the ways you can access the funds in your account include debit card transactions, automated clearing house (ACH) transactions, and check transactions. All these payment types can use different processing systems and some may take more or less time to post. This information is important for a number of reasons. For example, keeping track of the checks you write and the timing of the preauthorized payments you set up will help you to know what other transactions might still post against your account. |
| ☑ For information about how and when we process these different payment types, see the "Payment Order of Items" section below.  |
| □ Payment Types.  |
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| ☐ Balance Information. Keeping track of your balance is important. You can review your balance in a number of ways including reviewing your periodic statement, reviewing your balance online, accessing your account information by phone, or coming into one of our branches.   |
| ☑ Balance Information. Keeping track of your balance is important. You can review your balance in a number of ways including reviewing your periodic statement, reviewing your balance online, accessing your account information through our mobile.   |
| app, calling or coming into one of our branches.  |

| □ Funds Availability.  |
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| A Temporary Debit Authorization Hold Affects Your Account Balance. On debit card purchases, merchants may request a temporary hold on your account for a specified sum of money when the merchant does not know the exact amount of the purchase at the time the card is authorized. The amount of the temporary hold may be more than the actual amount of your purchase. Some common transactions where this occurs involve purchases of gasoline, hotel rooms, or meals at restaurants. When this happens, our processing system cannot determine that the amount of the hold exceeds the actual amount of your purchase. This temporary hold, and the amount charged to your account, will eventually be adjusted to the actual amount of your purchase, but it could be three calendar days, or even longer in some cases, before the adjustment is made. Until the adjustment is made, the amount of funds in your account available for other transactions will be reduced by the amount of the temporary hold. If another transaction is presented for payment in an amount greater than the funds left after the deduction of the temporary hold amount, you will be charged an NSF or overdraft fee according to our NSF or overdraft fee policy. You will be charged the fee even if you would have had sufficient funds in your account if the amount of the hold had been equal to the amount of your purchase. |
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☑ Payment Order of Items. The order in which items are paid is important if there is not enough money in your account to pay all of the items that are presented. The payment order can affect the number of items overdrawn or returned unpaid and the amount of the fees you may have to pay. To assist you in managing your account, we are providing you with the following information regarding how we process those items. We encourage you to make careful records and practice good account management. This will help you to avoid creating items without sufficient funds and potentially incurring the resulting fees. Our policy is: to process transactions in the following order debit card or point of sale, followed by automatic clearing house (ACH) items, then checks in the check numerical order.

#### YOUR ABILITY TO WITHDRAW FUNDS

This policy statement applies to "transaction" accounts. Transaction accounts, in general, are accounts which permit an unlimited number of payments to third persons and an unlimited number of telephone and preauthorized transfers to other accounts of yours with us. Checking accounts are the most common transaction accounts. Feel free to ask us whether any of your other accounts might also be under this policy.

Our policy is to make funds from your cash and check deposits available to you on the first business day after the day we receive your deposit. Hectronic direct deposits will be available on the day we receive the deposit. Once the funds are available, you can withdraw them in cash and we will use the funds

to pay checks that you have written.

Please remember that even after we have made funds available to you, and you have withdrawn the funds, you are still responsible for checks you deposit that are returned to us unpaid and for any other problems involving your deposit.

For determining the availability of your deposits, every day is a business day, except Saturdays, Sundays, and federal holidays. If you make a deposit before 6:00 P.M. on a business day that we are open, we will consider that day to be the day of your deposit. However, if you make a deposit after 6:00 P.M. or on a day we are not open, we will consider that the deposit was made on the next business day we are open.

If we cash a check for you that is drawn on another bank, we may withhold the availability of a corresponding amount of funds that are already in your account. Those funds will be available at the time funds from the check

we cashed would have been available If you had deposited it.

If we accept for deposit a check that is drawn on another bank, we may make funds from the deposit available for withdrawal immediately but delay your availability to withdraw a corresponding amount of funds that you have on deposit in another account with us. The funds in the other account would then not be available for withdrawal until the time periods that are described elsewhere in this disclosure for the type of check that you deposited.

LONGER DELAYS MAY APPLY

Case-by-case delays. In some cases, we will not make all of the funds that you deposit by check available to you on the first business day after the day of your deposit. Depending on the type of check that you deposit, funds may not be available until the second business day after the day of your deposit. The first \$225 of your deposits, however, will be available on the first business

If we are not going to make all of the funds from your deposit available on the first business day, we will notify you at the time you make your deposit. We will also tell you when the funds will be available. If your deposit is not made directly to one of our employees, or if we decide to take this action after you have left the premises, we will mail you the notice by the day after we receive your deposit.

If you will need the funds from a deposit right away, you should ask us when the funds will be available.

Safeguard exceptions. In addition, funds you deposit by check may be delayed for a longer period under the following circumstances:

We believe a check you deposit will not be paid.

You deposit checks totaling more than \$5,525 on any one day.

You redeposit a check that has been returned unpaid.

You have overdrawn your account repeatedly in the last six months.

There is an emergency, such as failure of computer or communications

We will notify you if we delay your ability to withdraw funds for any of these reasons, and we will tell you when the funds will be available. They will generally be available no later than the seventh business day after the day of vour deposit.

#### SPECIAL RULES FOR NEW ACCOUNTS

If you are a new customer, the following special rules will apply during the first 30 days your account is open.

Funds from electronic direct deposits to your account will be available on the day we receive the deposit. Funds from deposits of cash, wire transfers, and the first \$5,525 of a day's total deposits of cashier's, certified, teller's, traveler's, and federal, state and local government checks will be available on the first business day after the day of your deposit if the deposit meets certain conditions. For example, the checks must be payable to you (and you may have to use a special deposit slip). The excess over \$5,525 will be available on the ninth business day after the day of your deposit. If your deposit of these checks (other than a U.S. Treasury check) is not made in person to one of our employees, the first \$5,525 will not be available until the second business day after the day of your deposit.

Funds from all other check deposits will be available on the ninth business day after the day of your deposit.

#### DEPOSITS AT AUTOMATED TELLER MACHINES

Funds from any deposits (cash or checks) made at automated teller machines (ATMs) we do not own or operate will not be available until the fifth business day after the day of your deposit.

All ATMs that we own or operate are identified as our machines.



#### **COMMON FEATURES**

The following fees may be assessed against your account and the following transaction limitations, if any, apply to your account.

| ATM/Debit Check Card  Card fee will not apply to minor account holders age 17 and under  Replace lost ATM/Debit Check Card | (charged on the first day of the month)    |
|--|--|
| Debit Card International Service Assessment Fee  |  |
| Check printing   |  |
| Cashier's Checks   |  |
| An account is dormant if for nine months you have made no deposits or with   |  |
| had no communication with us about your account(s).  |  |
| Dormant account fee  |  |
| This fee is charged each month.  |  |
| Garnishments   | \$35.00                                    |
| The categories of transactions for which an overdraft fee may be imposed an  | re those by any of the following means:    |
| check, in-person withdrawal, ATM withdrawal, or other electronic means.  |  |
| Overdraft - each overdraft, debit or check paid  |  |
| Nonsufficient funds (NSF) - each   |  |
| Savings overdraft  |  |
| Account balancing assistance   | ·  |
| Stop payments - each   |  |
| Photocopies  |  |
| Personal money orders  |  |
| Collection items   |  |
| Record search \$30.00 per ho   | our or \$5.00 per item plus \$.25 per copy |
| Wire transfers   | \$20.00                                    |
| OutgoingForeign - Outgoing   |  |
|  | ·  |
| Statement Paper Copy  FAX charges  |  |
| Coin wrapping  | \$2.00 per page (foreight to be quoted)    |
| Business   | arge if no business account relationship   |
| Personal   |  |
| ATS transfer   |  |
| Returned Deposited Item (Business Only)  |  |
| All service charges and fees may be subject to Iowa state and local sales ta   |  |
| ·  |  |

# **4 CONVENIENT LOCATIONS**

#### **CRESTON**

101 West Adams, 50801 | 641-782-2195 | Toll Free 1-877-782-2195 | Hours: Lobby Mon. - Fri. 9:00 - 3:00 | Drive-up Mon. - Fri. 8:00 - 3:00

#### **CONSUMER BANK**

Hwy 34 & 25, 50801 | 641-782-5599 | Toll Free 1-888-782-5599

Hours: Lobby Mon - Fri 9:00 - 5:00 Sat. 9:00 - 11:30 | Drive-up Mon - Fri 8:00 - 5:00 Sat. 8:00 - 11:30

#### **AFTON**

100 East Railroad, 50830 | 641-347-8423

Hours: Lobby Mon. - Thur. 9:00 - 3:00 Friday 9:00 - 5:00 | Drive-up Mon. - Thur. 8:00 - 3:00 Fri. 8:00 - 5:00

#### SHENANDOAH

116 South Blossom, 51601 | 1-712-246-2205 | Toll Free 1-877-262-7436

Hours: Lobby Mon. - Fri. 9:00 - 4:00 | Drive-up Mon. - Fri. 7:30 - 5:30 Sat. 8:00 - 12:00

# ATM LOCATIONS

#### CRESTON

First National Bank | 101 West Adams | 24 Hour Availability First National Consumer Bank | Hwys 34 & 25 | 24 Hour Availability | Depository ATM Hy-Vee Food Store | 600 Sheldon Ave. | Store Hour Availability

#### **SHENANDOAH**

First National Bank | 116 South Blossom | 24 Hour Availability | Depository ATM Hy-Vee Food Store | 505 South Fremont | Store Hour Availability Pella Corp | 1500 US-59 | Business Hour Availability



Edgenuity Inc. 8860 E. Chaparral Road Suite 100 Scottsdale AZ 85250 877-725-4257

Price Quote for Services Shenandoah Community School District Shenandoah IA Account Number 17336 Quote Number 190037 Total \$36,025.00 Date 2/4/2021

| Payme   | ent Schedule   |         |            | Contract Start | Coi | ntract End |
|---------|--|---------|------------|----------------|-----|------------|
| Net 30  |  |         |            | 2/1/2021       | 1/3 | 1/2022     |
| Site    | Description  | Comment | End Date   | Per Unit Cost  | Qty | Cost       |
|         | Digital Libraries 6-12 Comprehensive All Content<br>Concurrent User (MS and HS content for math,<br>ELA, science, social studies, electives, AP, world<br>languages, Virtual Tutors; excludes eDynamic<br>Learning and Purpose Prep) |         | 01/31/2022 | \$650.00       | 1   | \$650.00   |
|         | Digital Libraries 9-12 Core Single User (Math, ELA, Science, Social Studies, General Electives; excludes eDynamic Learning and Purpose Prep)   |         | 01/31/2022 | \$375.00       | 25  | \$9,375.00 |
| 1. Sher | nandoah High School  |         |            |                |     |            |

| Site | Description  | Comment | End Date   | Per Unit Cost | Qty | Cost        |
|------|--|---------|------------|---------------|-----|-------------|
|      | Digital Libraries 6-8 Single User (Math, ELA, Science, Social Studies, General Electives; excludes eDynamic Learning and Purpose Prep) |         | 01/31/2022 | \$300.00      | 30  | \$9,000.00  |
|      | FT Elementary Student- One Semester up to 6 classes with workbooks   |         | 01/31/2022 | \$500.00      | 25  | \$12,500.00 |

#### 1. Shenandoah K-8 School

| Site | Description                                   | Comment | End Date     | Per Unit Cost | Qty | Cost   |
|------|---|---------|--------------|---------------|-----|--------|
|      | Professional Development Goal Setting Virtual |         | Invalid date | \$0.00        | 2   | \$0.00 |

Edgenuity will audit enrollment count throughout the year. If more enrollments are found to be in use than purchased, Edgenuity will invoice the customer for the additional usage.

This quote is subject to Edgenuity Inc. Standard Terms and Conditions ("Terms and Conditions"). These Terms and Conditions are available at http:// www.edgenuity.com/edgenuity-standard-terms-and-conditions-of-sale.pdf, may change without notice and are incorporated by this reference. By signing this quote or by submitting a purchase order or form purchasing document, Customer explicitly agrees to these Terms and Conditions resulting in a legally binding agreement. To the fullest extent permitted under applicable law, all pricing information contained in this quote is confidential, and may not be shared with third parties without Edgenuity's written consent.

| Shenandoah Community School District | Edgenuity Inc. Representat                | ive |
|--------------------------------------|---|-----|
| Signature:  Print Name:              | Tosha Vogel Account Executive 602.88.7911 |     |
| Title:                               |   |     |
| Date:                                |   |     |

Not valid unless accompanied by a purchase order. Please specify a shipping address if applicable. All order documentation can be submitted electronically at https://edgenuitv.formstack.com/forms/ar. Alternatively you can e-mail this quote, the purchase order and order documentation to AR@edgenuitv.com or fax to 480-423-0213.



Edgenuity Inc. 8860 E. Chaparral Road Suite 100 Scottsdale AZ 85250 877-725-4257 Price Quote for Services Shenandoah Community School District Shenandoah IA Account Number 17336 Quote Number 190037 Total \$36,025.00 Date 2/4/2021

| Site    | Description  | Comment | End Date     | Per Unit Cost | Qty   | Cost        |
|---------|--|---------|--------------|---------------|-------|-------------|
|         | Professional Development Pilot Completion Meeting and Report                 |         | Invalid date | \$750.00      | 2     | \$1,500.00  |
|         | Professional Development Pilot Expectation and Outcomes Plan Support Virtual |         | Invalid date | \$0.00        | 2     | \$0.00      |
|         | Professional Development Webinar Training                                    |         | Invalid date | \$750.00      | 4     | \$3,000.00  |
| 1. Shen | andoah Community School District   |         |              |               |       |             |
|         |  |         |              | Subtotal      |       | \$36,025.00 |
|         |  |         |              | Т             | Total |             |

It's been a pleasure working with you!

| IGNITE Online & Personalized Learning Budget |  |                                    |                       |          |  |  |  |  |  |
|--|--|------------------------------------|-----------------------|----------|--|--|--|--|--|
| Category                                     | Item   | Description                        | Funding Source Amount |          |  |  |  |  |  |
| Software                                     | Edgenuity                                      | Core Platform                      | ESSER II              | 36, 025  |  |  |  |  |  |
|  | Presentation Tools                             | (Peardeck, Kami, Jamboard, etc)    | ESSER II              | 5000.00  |  |  |  |  |  |
|  | Precision Exams                                |                                    | ESSER II              | 10000.00 |  |  |  |  |  |
| Hardware                                     |  |                                    |                       |          |  |  |  |  |  |
|  | Laptops  | 5 Lenevo Laptops                   | ESSER II              | 4500.00  |  |  |  |  |  |
|  | Monitors                                       | 5 monitors                         | ESSER II              | 750.00   |  |  |  |  |  |
|  | Document Camera                                | 5 Elmos or similar product         | ESSER II              | 1000.00  |  |  |  |  |  |
| Staffing                                     |  |                                    |                       |          |  |  |  |  |  |
|  | Remote Learning Coordinator                    | 2.0 FTE (K5 & 6-12)                | ESSER II              | 85000.00 |  |  |  |  |  |
|  | Elementary Content Specialist                  | .5 FTE                             | ESSER II              | 25000.00 |  |  |  |  |  |
|  | Core Content Specialists                       | 4 Supplemental Contracts           | ESSER II              | 20000.00 |  |  |  |  |  |
|  | MOC Coordinator                                | . 5 FTE                            | ESSER II              | 25000.00 |  |  |  |  |  |
|  | Professional Learning & Curriculum Development |                                    |                       |          |  |  |  |  |  |
|  |  | All CTE, TAG, & Online Instructors | TLC                   | 15000.00 |  |  |  |  |  |
|  |  | Up To 5 days                       |                       |          |  |  |  |  |  |

191250.00

IGNITE Online & Personalized Learning estimated budget is just under \$200,000. This will support the expansion of the district's online learning services, CTE programs (work-based learning and apprenticeship). The budget does includes some current costs (i.e. 1 FTE Remote Learning Coordinator).