

## PUBLIC PARTICIPATION IN BOARD MEETINGS

The board recognizes the importance of citizen participation in school district matters. In order to assure citizens are heard and board meetings are conducted efficiently and in an organized manner, the board will set time aside for citizen participation, either at a specific time during the meeting or during the discussion of agenda items. Citizens wishing to address the board on a certain agenda item must notify the superintendent prior to the board meetings. Citizens wishing to present petitions to the board may do so at this time. The board however, will only receive the petitions and not act upon them or their contents. The board has the discretion to limit the amount of time set aside for public participation.

If the pressure of business or other circumstances dictate, the board president may decide to eliminate this practice. The board president will recognize these individuals to make their comments at the appropriate time. The orderly process of the board meeting will not be interfered with or disrupted. Only those speakers recognized by the board president will be allowed to speak. Comments by others are out of order. If disruptive, the individual causing disruption may be asked to leave the board meeting.

Individuals who have a complaint about employees may bring their complaint to the board only after they followed board policy addressing citizens' complaints. Students who have a complaint may only bring their complaint to the board after they have followed board policy addressing students' complaints.

*NOTE: Members of the public do not have a legal right to participate in board meetings. Boards need to make the determination how best if at all, to involve the public in their board meetings. Boards that follow other practices for allowing the public to participate in board meetings should amend this policy to reflect their policy.*

Legal Reference: Iowa Code §§ 21; 22; 279.8 (2011).

Cross Reference: 205 Board Member Liability  
210.8 Board Meeting Agenda  
Public Hearings  
Communication Channels  
401.4 Employee Complaints  
402.5 Public Complaints About Employees  
502.4 Student Complaints and Grievances

Approved: \_\_\_\_\_ Reviewed: \_\_\_\_\_ Revised: April 21, 2014

GENERAL COMPLAINTS BY CITIZENS

The board recognizes that concerns regarding the operation of the school district will arise. The board further believes that constructive criticism can assist in improving the quality of the education program in meeting individual students needs more effectively. The board also places trust in its employees and desires to support their actions in a manner which frees them from unnecessary or unwarranted criticism and complaints.

Procedures for dealing with complaints concerning programs or practices should be governed by the following principles:

where action/investigation is desired by the complaint, or where it seems appropriate, the matter should be handled as near the source as possible;  
complaints should both be investigated and, if possible, resolved expeditiously;  
complaints should be dealt with courteously and in an a constructive manner; and,  
individuals directly affected by the complaint should have an opportunity to respond.

Specific procedures for handling complaints may be established in policies. The board, consistent with its board policy-making role, will deal with complaints concerning specific schools, programs or procedures only after the usual channels have been exhausted. Complaints regarding employees or complaints by students will follow the more specific policies on those issues.

When a compliant requiring attention is received by the board or the board member it will be referred to the superintendent. After all of the channels have been exhausted, the complainant may appeal to the board by requesting a place on the board agenda or during the public audience portion of the board meeting. If the complainant appeals to the board, the appeal will be in writing, will be signed and will explain the process followed by the complainant prior to the appeal to the board. It is within the board's discretion to determine whether to hear the complaint.

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PUBLIC HEARING

Public hearings may be held on school district matters at the discretion of the board. Public notice of a public hearing will be in the same manner as for a board meeting except that the notice will be given at least ten days before the hearing is to be held unless it is impossible or impractical to do so, or the law requires otherwise.

At public hearings, citizens of the district who register at the door will be allowed to speak on the issue for which the public hearing is being held. Others may be allowed to speak at the board's discretion. Speakers are asked to keep their remarks as brief as possible. Prior to the beginning of the hearing, speakers, and spectators will be apprised to the rules of order to be followed regarding time limitations, questions, remarks and rebuttals. In no event will a speaker be allowed to take the time of another speaker.

The board will conduct public hearings in an orderly fashion. At the beginning of the hearing, statements, background materials and public hearing rules and procedures will be presented by the board president. The board president will recognize speakers. A board member may ask questions of the speakers after receiving permission from the board president. Only those speakers recognized by the chair will be allowed to speak. Comments by others are out of order. Individuals who interfere with or interrupt speakers, the board or the proceedings will be asked to leave.

Legal Reference: Iowa Code §§ Ch. 21; 26.12; Ch.24; 279.8, .10; 297.22 (2011)

Cross Reference: 210 Board of Directors' Meeting  
Public Participation in Board Meetings  
601.1 School Calendar  
703.1 Budget Planning

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BOARD OF DIRECTORS' RECORDS

The board will keep and maintain permanent records of the board including, but not limited to, records of the minutes of board meetings and other required records of the board.

It is the responsibility of the board secretary to keep minutes of the board meetings. The minutes of each board meeting will include , at a minimum , the following items: a record of the date, time, place, members present, action taken and the vote of each member, and the schedule of bills allowed will be attached. This information will be available within two weeks of the board meeting and forwarded to the newspaper designated as the official newspaper for publication. The information does not need to be published within two weeks. The schedule of bills allowed may be published on a once monthly basis in lieu of publication with the minutes. The permanent records of the board minutes may include more detail than is required for the publication of the minutes.

Minutes waiting approval at the next board meeting will be available for inspection at the central administration office after the board secretary transcribes the notes typewritten material which has been proofread for errors and retyped.

Legal Reference: Iowa Code §§ 21; 22; 279.8, .35, .36; 291.6, .7; 618.3 (2011)  
281 I.A.C. 12.3(1)  
1982 Op. Att'y Gen. 215.  
1974 Op. Att'y Gen. 403.  
1952 Op. Att'y Gen. 133.

Cross Reference: 206.3 Secretary  
206.4 Treasurer  
208 Ad Hoc Committees  
210.8 Board Meeting Agenda  
708 Care, Maintenance and Disposal of School District Records  
901 Public Examination of School District Records

Approved: August 14, 1989 Reviewed: March 17, 2008 Revised: April 21, 2014



## BOARD MEETING MINUTES

Since the official minutes of the board are the only legal record, it is important that they be recorded with extreme care and completeness. The board secretary will follow the following guidelines in writing board minutes"

With respect to content, the minutes should show the following:

1. The place, date, and time of each meeting.
2. The type of meeting--regular, special, emergency, work session.
3. Members present and members absent, by name.
4. The call to order and adjournment.
5. The departure of members by name before adjournment.
6. The late arrival of members, by name.
7. The time and place of the next meeting.
8. Approval, or amendment and approval, of the minutes of the proceeding meeting.
9. Complete information as to each subject of the board's deliberation and the action taken.
10. The maker and seconder of a motion, what action was taken, and the vote on the motion detailed enough attribute a vote to each member present.
11. Complete text of all board resolutions, numbered consecutively for each fiscal year.
12. A record of all contracts entered into, with the contract documents kept in a separate file.
13. A record of all change orders on construction contracts.
14. All employment changes, including resignations or terminations.
15. A record, by number, of the bills of account approved by the board for payment.
16. A record of all calls for bids, bids received, and action taken thereon.

17. Approval of all transfers of funds from one budgetary fund to another.
18. Important documents forming a part of a motion should be made a part of the minutes by exhibit and placed in the minute book along with the minutes.
19. Board policy and administrative guides should be made part of the minutes by exhibit.
20. Adoption of textbooks and establishment of bus routes by the board for the school year s well as the school calendar should become part of the minutes.
21. Approval or disapproval of open enrollment requests with justification for disapproval or approval after the deadline.
22. A record of all delegations appearing before the board and a record of all the petitions.
23. At the annual meeting each year the record should indicate that the books of the treasurer and secretary and the Certified Annual Report have been examined and approved subject to audit.
24. The election or appointment of board officers.
25. The appointment of auditors to examine the books.

At the annual or organizational meeting in odd-numbered years, the minutes should reflect the following:

26. Appointment of a temporary chairperson if not specified in policy.
27. Oath of office administered to newly elected board members.
28. Nominations taken for the office of president and vice-president.
29. Election of the president and vice-president, the votes and the oath of office administered to the president and vice-president.
30. The resolution to pay bills when the board is not in session.
31. A resolution to automatically disburse payroll along with a roster of all employees under contract.

32. A resolution naming depositories along with the maximum deposit for each depository.
33. Resolution authorizing the use of a check protector and signer and the proper control of the signer.
34. Motion designating a member or a committee to examine the bills of account for a designated period of time on a rotation basis if desired for the balance of the school year.

*NOTE: There is no legal requirements for the contents of board minutes other than those stated in the policy. The contents of this exhibit are suggestions and may be amended, altered or deleted. For more detailed discussion of this issue, see IASB's Policy Primer, Vol. 14 #2- June 8, 2001.*

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ASSOCIATION MEMBERSHIP

Participation in board member associations are beneficial to the board. The board will maintain an active membership in the Iowa Association of School Boards and in organizations the board determines will be of benefit to the board and school district.

Legal Reference: Iowa Code §§ 279.38 (2011)

Cross Reference: 216.2 Board of Directors' Member Development and Training

Approved: May 14, 1989 Reviewed: March 17, 2008 Revised: April 21, 2014

BOARD OF DIRECTORS' MEMBER DEVELOPMENT AND TRAINING

The board may participate in conferences sponsored by educational associations and agencies in addition to its own in-service programs and work sessions.

The board will work closely with the Iowa Association of School Boards' Academy of Board Learning Experiences and encourage the board members to participate in conferences.

Legal Reference: Iowa Code §§ 279.38, .38 (2011)

Cross Reference: 216.1 Association Membership

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BOARD OF DIRECTORS' MEMBER COMPENSATION AND EXPENSES

As an elected public official, the board member is a public servant who serves without compensation. Board members will be reimbursed for actual and necessary expenses incurred in the performance of their official duties.

Prior to reimbursement of actual and necessary expenses, the board member must submit detailed receipt indicating the date, purpose and nature of the expense for each claim item. Failure to provide a detailed receipt will make the expense non-reimbursable. Personal expenses will be reimbursed by the board member to the school district no later than ten working days following the date of the expense. In exceptional circumstances, the board may allow claim without proper receipt. Written documentation explaining the exceptional circumstances will be maintained as part of the school district's record of the claim.

It is the responsibility of the board secretary to compile the expenses of board members and bring them to the board for audit and approval in the same manner as other claims of the school district. It is the responsibility of the board to determine through the audit and approval process of the board whether the expenses incurred by a board member are actual and necessary expenses incurred in the performance of their official duties.

Legal Reference: Iowa Code §§ 277.27; 279.7A, .8, .32 (2011)

Cross Reference: 203 Board of Directors' Conflict of Interest  
401.7 Employee Travel Compensation  
401.10 Credit Cards

Approved: May 14, 1992 Reviewed: March 17, 2008

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## GIFTS TO BOARD OF DIRECTORS

Board members may receive a gift on behalf of the school district. Board members will not, either directly or indirectly, solicit, accept or receive a gift, series of gifts or an honorarium unless the donor does not meet the definition of "restricted donor" stated below or the gift or honorarium does not meet the definition of gift or honorarium stated below.

A "restricted donor" is defined as a person or other entity which:

- Is seeking to be or is a party to any one or any combination of sales, purchases, leases or contracts to, from or with the school district;
- Will be directly and substantially affected financially by the performance or nonperformance of the board member's official duty in a way that is greater than the effect on the public generally or on a substantial class of persons to which the person belongs as a member of a profession, occupation, industry or region; or
- Is a lobbyist or a client of a lobbyist with respect to matters within the school district's jurisdiction.

A "gift" is the giving of anything of value in return for which something of equal or greater value is not given or received. However, "gift" does not include any of the following:

- Contributions to a candidate or a candidate's committee;
- Information material relevant to a board member's official function, such as books, pamphlets, reports, documents, periodicals or other information that is recorded in a written, audio or visual format;
- Anything received from a person related within the fourth degree by kinship or marriage, unless the donor is acting as an agent or intermediary for another person not so related;
- An inheritance;
- Anything available or distributed to the general public free of charge without regard to the official status of the board recipient;
- Items received from a charitable, professional, educational or business organization to which the board member belongs as a dues paying member if the items are given to all members of the organization without regard to an individual member's status or positions held outside of the organization and if the dues paid are not inconsequential when compared to the items received;
- Actual expenses of a board member for food, beverages, travel and lodging for a meeting, which is given in return for participation in a panel or speaking engagement at the meeting when the expenses relate directly to the day or days on which the board member has participation or presentation responsibilities;
- Plaques or items of negligible resale value given as recognition for public service;

## GIFTS TO BOARD OF DIRECTORS

Nonmonetary items with a value of less than three dollars that are received from any one donor during one calendar day;

Items or services solicited or given to a state, national or regional organization in which the state of Iowa or a school district is a member for purposes of a business or educational conference, seminar or other meeting or solicited by or given to state, national or regional government organizations whose memberships and officers are primarily composed of state or local government officials or employees for purposes of a business or educational conference, seminar or other meeting;

Items or services received by members or representatives of members as part of a regularly scheduled event that is part of a business or educational conference, seminar or other meeting that is sponsored and directed by any state, national or regional government organization in which the state of Iowa or a political subdivision of the state of Iowa is a member or received at such an event by members or representatives of members of state, national or regional government organizations whose memberships and officers are primarily composed of state or local government officials or employees;

Funeral flowers or memorials to a church or nonprofit organization;

Gifts which are given to a public official for the public official's wedding or twenty-fifth or fiftieth wedding anniversary;

Payment of salary or expenses by a board member's employer or the firm in which the board member is a member for the cost of attending a meeting of a subunit of an agency when the board member whose expenses are being paid serves on a board, commission, committee, council or other subunit of the agency and the board member is not entitled to receive compensation or reimbursement of expenses from the school district;

Gifts other than food, beverages, travel and lodging received by a board member which are received from a person who is a citizen of a country other than the United States and is given during a ceremonial presentation or as a result of a custom of the other country and is of personal value only to the board member; or

Actual registration costs for informational meetings or sessions which assist a public official or public employee in the performance of the person's official functions. The costs of food, drink, lodging and travel are not "registration costs" under this paragraph. Meetings or sessions which a public official or public employee attends for personal or professional licensing purposes are not "informational meetings or sessions which assist a public official or public employee in the performance of the person's official functions" under this paragraph.

An "honorarium" is anything of value that is accepted by, or on behalf of, a board member as consideration for an appearance, speech or article. An honorarium does not include any of the following:

Actual expenses of a board member for registration, food, beverages, travel or lodging for a meeting, which is given in return for participation in a panel or speaking engagement at a meeting when the expenses relate directly to the day or days on which the board member has participation or presentation responsibilities;



An "honorarium" is anything of value that is accepted by, or on behalf of, a board member as consideration for an appearance, speech, or article. An honorarium does not include any of the following:

Actual expenses of a board member for registration, food , beverages, travel or lodging for a meeting, which is given in return for participation in a panel or speaking engagement at a meeting when the expenses relate directly to the day or days on which the board member has participation or presentation responsibilities;  
A nonmonetary gift or series of nonmonetary gifts donated within thirty days to a public body, an educational or charitable organization or the department of general services;  
A payment made to a board member for services rendered as part of a private business, trade or profession in which the board member is engaged if the payment is commensurate with the actual services rendered and is being made because of the person's status as a board member but, rather, because of some special expertise or other qualification.

It is the responsibility of each board member to know when it is appropriate to accept or reject gifts or honorariums.

Legal References: Iowa Code ch. 68B (2011).  
1972 Op. Att'y Gen. 276  
1970 Op. Att'y Gen. 319.

Cross Reference: 203 Board of Directors' Conflict of interest  
402.4 Gifts to Employees  
704.4 Gifts - Grants - Bequests

Approved: February 18, 2013

Reviewed: \_\_\_\_\_ Revised: April 21, 2014

## **Riceville Community School District Illness Policy**

For students to optimally participate in their education, the child needs to be at their highest level of wellness. Students need to be protected from communicable illness while attending school. It is the policy of the board for the safety and health of all students, that students with the following illnesses/symptoms should remain home or may be sent home from school after being assessed by the nurse/certified personnel.

**GUIDELINES:** The following conditions should be given serious consideration. Any child with these conditions should **not** be sent to school, and **will be** sent home if these occur at school:

**Fever-** if your child's temperature is 100 degrees Fahrenheit or higher, keep them home. Encourage rest and fluids. Your child's temperature must remain below 100 degrees for 24 hours without the use of fever -reducing medication before they can return to school.

**Diarrhea/vomiting-** if your child is experiencing either symptom, keep them home until they feel fine and have gone 24 hours without an episode, using no medication.

**Sore throat-** a severe sore throat could be strep, even without a fever. Other symptoms of strep throat are headache and an upset stomach. Keep your child at home and see a provider for antibiotics. Students with strep can return to class 24 hours after antibiotics have been started. There should be no fever present.

**Persistent symptoms-** nasal congestion, reddened eyes, sore throat, cough, or headaches that disrupt the student's learning or pose a risk of illness to others. Professional discretion will be used to evaluate any student with the above symptoms.

**Pink Eye-** Pink eye is a very contagious virus that will not respond to antibiotics. A fever with pink eye is a sign of bacterial conjunctivitis and will require an antibiotic. Your doctor will determine if this is the case. Keep your child home until the eyes are clear of yellowish discharge and matter on the eyelashes/corners of the eyes, as well as the pink color in the white of the eyes is cleared up.

**Chicken pox-** is a highly contagious airborne disease also known as varicella. Small, itchy blisters form, usually starting on the chest, back, and face, then spread to the rest of the body. Other symptoms may include fever, tiredness, and headaches. It is easily spread through the coughs and sneezes of an infected person or the contact with the fluid-filled blisters. Keep your child home until blisters are completely scabbed over.

**Communicable diseases-** to minimize the spread of illness among students, report communicable diseases such as influenza, measles, whooping cough, hepatitis A, tuberculosis, MRSA, etc. to the school nurse immediately.

**Any other health condition that, in the school nurse's judgment, is of concern for the health and well-being of the child and others.**

**The school nurse or another school representative will contact you if your child becomes ill or seriously injured at school. If a parent cannot be reached, other individuals listed on the emergency form will be contacted. For the child's safety, students will be released only to adults whose names appear on the emergency form. Please be sure that your emergency contact is aware that you have given their number as an emergency phone number. If at any time this information changes, please notify the school immediately.**

2017-2018

# Riceville Community School District

## Request to Administer Medication in School Policy

Medications may be administered at RCS with written authorization from the parent/guardian and with a prescriber's written order for prescription medications and/or a current pharmacy labeled container as dispensed by the pharmacist. All medications should be taken before and after school hours whenever possible. However, it is understood that certain drugs may be required during the school day. These students should have medication available and administered in a manner which is compliant with the school district.

1. No medication will be administered to a student in school or during school sponsored activities without a parent/guardian written authorization and a prescriber's written order for prescription medications or a current pharmacy labeled container as dispensed by the pharmacy. A second labeled medication container can be obtained for school use by asking the pharmacist.
2. Over the counter/non prescription medication will be given only with parent/guardian written authorization. These medications are to be provided by the parent/guardian and sent to school in the original medication container with the student's name attached. This procedure will safeguard your child against over medication and possible unforeseen reactions.
3. The parent/guardian is responsible for submitting a new prescriber's order form to the school each time there is a change of dosage or time of administration. Prescriber's orders may be faxed to the school.
4. Students who carry inhalers or emergency medication, ex. Epi-pens) throughout the school day need a written prescriber's order on file in the health office. The order must state the reason for the medication, dosage, times for administration to be given, and/or special

circumstances under which the medication is to be given; the student must carry the medication at all times.

5. To ensure the safety of all children, we request that the parent or another responsible adult deliver all medications to the office/health office. The medication will be kept in a locked storage box with the exception of an Epi-pen.
6. The parent/guardian will inform the office/health office staff of the number of tablets/capsules that are brought to the school. The nurse and a trained medication aide will also count and document the number of tablets/capsules brought to the school.
7. The first dosage of any new prescription must be given at home so the child can be more closely observed for possible side effects and/or adverse reactions.
8. The parent/guardian is responsible for notifying the school when the medication has been discontinued or changed if different than was indicated from the prescriber.
9. The Riceville Community School District does not assume responsibility for medication not prescribed by a physician/prescriber or medication that is administered by the student himself/herself.
10. No medication will be continued beyond the school year in which it is ordered.

# Riceville Community Schools

## Concussion Policy and Protocol

### Concussion Policy and Protocol

The Riceville Community Schools will follow guidelines outlined by the Iowa High School Athletic Association Concussion Management Protocol, Iowa Code Section 280.12C regarding brain injury policies.

If a Riceville Community School staff member, coach or contest official observes any signs, symptoms or any behaviors consistent with a concussion or brain injury in a school activity (recess, in the classroom, during a competition or practice), the student shall be **immediately removed from participation**. If injury occurs during the school day, the student should be sent to the nurse's office, where the school nurse or other designee will assess the student and notify parents/ guardians. If happens during a practice or game, the coach is responsible for notifying parents immediately, and notifying the athletic director and school nurse in a timely manner. A student who has been removed from participation shall not return to such participation until the student has been evaluated by a licensed health care provider trained in the evaluation and management of concussions and other brain injuries. A student must then receive a written clearance to return to participation from the same health care provider who evaluated and/or diagnosed the concussion.

A school activity includes any physical education or weightlifting course, recess, extracurricular interscholastic activity contest or practice, including sports, dance, or cheerleading.

A licensed health care provider includes: a physician, physician's assistant, advanced registered nurse practitioner, chiropractor, physical therapist, nurse or licensed athletic trainer.

Preseason baseline neurocognitive testing (ImPACT Testing) will be done for **all 9-12 athletes** and may be repeated at the discretion of the athletic director, coaches, school nurse and administrative staff. This can and will be used during the school year to help identify the effects of an injury and the student/ player's readiness to return to school and/or activities.

Student Support Team will identify needs and plan for ways to promote the success of a student with brain injury and/or concussion once they have returned to learn and to play. A student support team will consist of: principal, school nurse, teachers, athletic director, coaches and medical staff, as appropriate. These team members will work closely with the student and parents/ guardians to manage the student's needs at school and during extracurricular activities.

### **Head Injury Protocol during School Hours**

1. A student will be sent to the school nurse for assessment after any bump, blow or jolt to the head which occurs during the school day.
2. The school nurse will observe the student for signs and symptoms of a concussion.
3. Classroom teacher will be notified and will consult with school nurse if any signs or symptoms of concern are identified during class.
4. Student's parent(s) or legal guardian will be notified of the injury and observations by the school nurse, or other designee during the school day, or by a coach if it occurs before or after school during an extracurricular.
5. If signs or symptoms of concussion are not present, student may remain in school but should not participate in any sports or recreational activities on the day of the injury.
6. Student will return to school nurse immediately if symptoms of concussion occur at any time after the injury.

#### **Head Injury Protocol outside of School Hours**

1. The student will be removed from activity immediately.
2. Assess and monitor for signs and symptoms of concussion.
3. Coach or sponsor must notify a parent/ guardian of the head injury right away, before the student leaves practice or event.
4. Regardless of whether or not a concussion has been diagnosed, **a student athlete should never return to sports or activities on the same day a head injury occurred.**
5. Coach or sponsor will notify school nurse and athletic director if any student experiences a head injury during a practice or competition.

#### **Return to Learn**

Returning to school should be determined based on each individual student's symptoms. No school, shortened school days, allotted rest periods are some attendance alternatives that may be appropriate throughout the healing process. If symptoms reoccur after returning to school, brain activity should be decreased (rest time, school day lessened, etc.) Most students will improve within 3 weeks of head injury/ concussion; if not, a 504 plan should be considered. Students should be performing at their academic baseline (symptom-free) before returning to athletics.

*If concussion symptoms reappear at any time during return to learn and/or play, the student should cease activity and be re-evaluated by the school nurse and/or other healthcare professional.*

#### **Diagnosed Concussion**

1. A student athlete should never return to play (competition or practice) on the same day of a diagnosed or suspected concussion.
2. A licensed health care provider (defined above) should evaluate the student on the same day the injury occurs.
3. A post injury ImPACT test should be completed by the student athlete.

4. A student may return to activity once they: are asymptomatic for concussion at rest, asymptomatic for concussion with exertion (physical and mental), and must have written clearance from a licensed healthcare provider. Clearance by a licensed medical professional is required by Iowa Code.
5. Once all criteria above are met, the student should progress back to full activity following the step by step process outlined below, unless otherwise defined by provider:
  - Step 1: Complete physical and cognitive rest
    - No exertional activity until asymptomatic
    - Stay home from school or limit school hours as needed
  - Step 2: Return to school full time
  - Step 3: Low impact, light aerobic exercise
    - This step should not begin until student is no longer having any concussion related symptoms and has been cleared by the treating licensed healthcare provider.
    - Student may begin brisk walking, light jogging, swimming or riding an exercise bike at less than 70% maximum performance heart rate
    - No weight or resistance training permitted at this time.
  - Step 4: Basic exercise, such as running in gym or on field
    - No helmet/ equipment
  - Step 5: Non-contact, sport-specific training drills; includes dribbling, ball handling, batting, fielding, running drills, etc.
    - Weight training can begin
  - Step 6: Following medical clearance, full contact practice or training permitted
  - Step 7: Normal activity or competition in a contest is permitted

Prior to returning to full practice, a post injury ImPACT test must be completed by the student athlete and must have comparable results to their baseline exam. This will be at the discretion of either the school nurse, or the athletic trainer.



# **Timberline Billing Service LLC**

1801 Fuller Road, West Des Moines, Iowa 50265

Phone 515-222-0827 Fax 515-222-0834

## **Agreement of Service**

The document serves as a legally binding agreement between Timberline Billing Service LLC (Timberline) and Riceville Community School District (District) regarding the accessing of Medicaid reimbursement for covered school-based services.

Timberline is a Limited Liability Company formed and headquartered in the State of Iowa. Timberline is a statewide medical claim processing company, specializing in working with local school districts and Medicaid. The agreement is set forth herein:

### **Background**

Timberline assists school districts as a Medicaid provider in accessing Medicaid reimbursement for covered services. This includes both special education services and primary preventive services provided in the school-based setting. As a full-service company, Timberline will work with District staff to assure appropriate documentation (from training to monitoring completed forms), process the staff documentation for submission of claims to Medicaid and the review of claims which may need to be resubmitted to Medicaid.

### **Timberline Responsibilities**

- 1) Present information about the Medicaid Local Education Agency (LEA) Program to the District's administration and staff.
- 2) Train the District's staff on the covered services and documentation requirements for the LEA program.
- 3) Monitor and review the documentation/claiming forms of all District staff.
- 4) Keep all District information acquired as a result of these services confidential. In the event that any disclosure of any documentation/information acquired by Timberline is required by law, Timberline will notify the District of such obligation prior to such disclosure. Notwithstanding the above, Timberline shall be in full compliance with all requirements of FERPA, as required by the District, and with HIPAA and their respective rules and regulations as well as laws of the State of Iowa regarding mental health, substance abuse and AIDS information. Further, any documentation or information obtained pursuant to this Agreement will be destroyed or returned to the District, at the sole discretion of the District, upon termination of this Agreement.
- 5) Compare District staff documentation with the quarterly Medicaid eligibility listing from District to ensure student eligibility for the students reported on claiming forms provided by LEA.

- 6) Submit Medicaid claims, or respond to District with listing of additional information needed to process the claim, within 60 days from the receipt of the documentation.
- 7) Review any denied claims for reconciliation. This may include resubmission or communication with District on the reason for the appropriate denial of the claim by Medicaid.
- 8) Provide quarterly updates on Iowa Medicaid LEA program benefits. This may be accomplished via the Timberline website, newsletter, or emails to the contact person for District.
- 9) Continue consultation and communication with the Iowa Medicaid Enterprise, Department of Education and the Medicaid fiscal intermediary to ensure the District's full compliance with all requirements of the Medicaid program.
- 10) Perform a quarterly Quality Assurance Service for the District. This will include a full review of all documentation for a random sample of paid claims during the previous quarter.
- 11) Provide Timberline's proprietary software, T-TRAK, for confidential use by the District, its employees and contractors. Timberline owns T-TRAK and the copyright to it. Nothing in this Agreement shall change Timberline's ownership rights to its intellectual property, including but not limited to T-TRAK.
- 12) Obligations are conditioned upon the prior performance by the District as set forth under the District's responsibility.

#### **District Responsibilities**

- 1) Obtain provider certification as required by the Iowa Medicaid program for LEA billing.
- 2) Provide Timberline Billing Service with a quarterly Medicaid eligibility list of students with IEP's. This listing is available via the web-IEP application for all school districts in Iowa.
- 3) Ensure that all personnel for which claims are submitted meet standards as set forth in Iowa Department of Education rule 281, Iowa Administrative Code 41.401 (256B, 34CFR300), to the extent that their certification or license allows them to provide services. Practitioners shall meet the Board of Educational Examiners' Licensure or recognition requirements for the position. Additionally, practitioners are required to hold a professional or occupational license, certificate or permit if they do not hold a Board of Educational examiner's licensure.
- 4) Verify that all providers are not excluded from participation in Medicaid by the U.S. Department of Health and Human Services Office of the Inspector General.

- 5) Provide required access to all personnel, materials, information and financial data necessary to accomplish the designated services listed in this Agreement of Service. Notwithstanding the above, both parties recognize and agree that the District must be in compliance with FERPA, HIPAA and Iowa laws regarding the treatment of substance abuse, mental health and AIDS information, as well as any other applicable federal or state laws, and that the District will not be in breach of this provision if it is prohibited from providing required information to Timberline on the basis of compliance with such laws.
- 6) Provide Timberline Billing Service LLC with a list, and update as needed, of all District staff authorized to access District reports on the Timberline client-only website.
- 7) Complete enrollment with Iowa Medicaid to name Timberline Billing Service LLC as the District's vendor.
- 8) Keep Timberline's proprietary software, T-TRAK, confidential and not share it with any third party or individual. District shall devote its best efforts to protect T-TRAK and any associated documentation against any unauthorized or unlawful use or copying. Under no circumstances may District decompile or attempt to reverse engineer or derive source code of T-TRAK, or permit any third party to do so.

### **Fees**

District shall pay Timberline a fee equal to six percent (6%) of the net Medicaid reimbursement retained by District. This does not include any Medicaid funds that are returned to the Iowa Department of Human Services. This fee will be calculated monthly based on the paid claims for the preceding month. District shall make payment to Timberline within thirty (30) days from the date of the invoice. Unpaid balances will accrue interest at the rate of 1.5% per month commencing forty-five (45) days from the date of the invoice.

### **General Terms**

**District Information, Confidentiality, and Use.** All data provided to Timberline by the District, either by manual or electronic means, is and shall remain the property of the District. Timberline may have access to certain District information and data, all of which shall be considered confidential. Timberline agrees that all such information and data shall be used only for the intended purpose and shall not sell, rent, share or otherwise disclose any such information and data to any unauthorized third party.

**Warranty.** Notwithstanding anything contained in this Agreement to the contrary, Timberline represents and warrants that it is the owner of or otherwise has the right to use, distribute, and license or sublicense all materials and methodologies used in connection with providing the services and products which are the subject of this Agreement, and that such materials and methodologies shall not infringe any copyright or other proprietary right of a third party. Notwithstanding anything contained in this Agreement to the contrary, Timberline further represents and warrants that (a) the work

to be performed and services to be provided by it under this Agreement will be rendered using sound, professional practices and in a competent and professional manner by knowledgeable, trained and qualified personnel; (b) the work will be configured using commercially reasonable technical specifications; (c) the work will operate in conformance with the terms of this Agreement; (d) the work to be performed by it under this Agreement will not violate any law, statute, ordinance or regulation; and (e) the work to be performed by it under this Agreement will be free of any software disabling devices, internal controls, or computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or personal information.

Notwithstanding anything contained in this Agreement to the contrary, Timberline agrees to defend at its own cost and expense any threatened or actual claim or action against the District, its subsidiaries and/or affiliated companies, for actual or alleged infringement of any patent, copyright or other property right based on any work furnished to the District by Timberline under this Agreement or the use thereof by the District.

Notwithstanding anything contained in this Agreement to the contrary, Timberline warrants that the service will be available to the District and will be provided substantially in accordance with the descriptions and specifications set forth in any user documentation provided to the District. Timberline shall use commercially reasonable efforts to make the service continuously available to the District and to promptly restore availability if it is within Timberline's reasonable control.

Insurance. Timberline shall maintain liability insurance for protection from claims arising out of performance of services caused by negligent error, omission, or act for which the insured is legally liable. Such liability insurance will provide for coverage in a minimum amount of \$1,000,000 effective through the term of this Agreement and for claims made within one year thereafter. Upon request, Timberline shall provide to the District a certificate indicating that such insurance coverage has been obtained.

Notice. Notwithstanding anything contained in this Agreement to the contrary, any notice required or permitted by this Agreement will be deemed to be delivered, and thus effective, when personally received, or three days after being placed in the United States Mail, postage prepaid, and addressed to the party as detailed below:

Notice to Timberline must be sent to:  
Dann Stevens, CEO  
1801 Fuller Road  
West Des Moines, Iowa 50265

Notice to the District must be sent to:  
Riceville Community School District  
Barb Schwamman, Superintendent  
912 Woodland Avenue  
Riceville, Iowa 50466

Timberline makes no guarantee of results with respect to any claim. Timberline shall not be liable for any errors or omissions contained in the information submitted to Timberline by the District. The District shall not be liable for any errors or omissions as a result of actions by Timberline staff.

### **Miscellaneous Terms**

This Agreement shall be governed exclusively by Iowa law. The parties expressly agree that any litigation arising between them related, in any way, to this Agreement and/or any and all disputes, actions, claims, or causes of action related thereto shall be initiated and maintained only in the U.S. District Court for the Southern District of Iowa or the District Court for Polk County, Iowa.

If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then such provision shall be modified to the extent necessary to be valid and enforceable, and all other provisions of this Agreement shall remain in full force and effect.

The relationship between the parties is that of independent contract. No joint venture, partnership, employment, or agency relationship exists between the parties as a result of this Agreement. Neither party has the authority to create any obligations for the other, or to bind the other to any representation, statement or document.

The failure of either of the parties to enforce any right or provision under this Agreement shall not constitute a waiver of such right or provision unless acknowledged and agreed to by such party in writing. No waiver shall be implied from a failure of either party to exercise a right or remedy. In addition, no waiver of a party's right or remedy will affect the other provisions of this Agreement.

Neither party may assign any right or obligation under this Agreement, in whole or in part, without the other party's prior express written consent, which may be withheld at such party's reasonable discretion. Subject to the foregoing, this Agreement will be binding upon and will inure to the benefit of the parties and their respective successors and assignees.

The captions in this Agreement are included for convenience of reference only and are in no way meant to define or limit any of the provisions contained in this Agreement or otherwise affect their construction or effect. When a word or phrase is enclosed in parenthesis and quotation marks, i.e., ("Word"), then that word or phrase shall be interpreted as if fully written out in the following format: "(hereinafter referred to as the 'Word')," and thereafter in this Agreement, that word or phrase shall stand as an abbreviation of the longer phrase to which it relates.

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

Anything in this Agreement to the contrary notwithstanding, Timberline shall refrain from any action which would violate any law, rule, policy, or regulation of any governmental body or agency having jurisdiction over this Agreement.



**Term and Termination**

This Agreement of Service shall be effective July 1, 2018, and continue through June 30, 2021. This Agreement of Service shall be automatically renewed for additional terms of one year beginning the 1<sup>st</sup> day of July each subsequent year unless either party has provided written notice of the intention to terminate at least thirty (30) days prior to the then-current termination date. If termination is done prior to the then current termination date, either party must give thirty (30) days advance notice in writing of the intention to terminate the Agreement of Service. This Agreement of Service may also be terminated at any time by a party not in default hereunder upon thirty (30) days written notice to the party that has committed a material breach of this Agreement.

**Timberline Billing Service, LLC**

  
\_\_\_\_\_  
Dann Stevens, CEO

Date 2-12-18

**Riceville Community School District**

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

Date \_\_\_\_\_

**FRANCHISE AGREEMENT BETWEEN THE IOWA BIG PROGRAM AND \_\_\_\_\_**

THIS FRANCHISE AGREEMENT is made and entered into on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between the Iowa BIG Program (Program) and \_\_\_\_\_ (Participant). The name "Iowa BIG" and the Iowa BIG logo, (Appendix A), are the exclusive property of Iowa BIG. Iowa BIG is a program co-owned by the Cedar Rapids, College, and Linn-Mar Community School Districts.

This agreement is to provide the Participant membership into the "Iowa BIG North Consortia" (IBNC), going by the name "Iowa BIG North" for the purposes of providing Program to students, educators and communities in the Charles City, New Hampton, Osage, and Rockford Community Schools, Iowa. It is the responsibility of the Participants to develop and approve any necessary agreements with other Participants in the IBNC for the effective and efficient operation of the IBNC. No District or entity can be a part of Program at IBNC without having an approved agreement with Program.

The parties agree as follows:

1. **PURPOSE & RATIONALE:** The purpose of this Agreement is to provide an opportunity for Participant to participate in the Program pursuant to the terms and conditions set out in this Agreement. Iowa BIG is a program designed expressly to provide learners with a learner-centered, transformational program that awards core academic credit and Iowa Common Core validation. It is also designed to show Iowa and the nation the possibilities for what high school can look like without the self-imposed constraints of school-centric thinking and assumptions. Iowa BIG has achieved national recognition for its innovative learner-centered model and desires to retain and advance its good standing in the transformational education space as well as expand the impact of this approach to more and more students in Iowa and the nation. The Program desires to support and include districts and consortia of districts in implementing the Program model and in helping accelerate this movement. While the Program is designed to be contextually sensitive allowing Participant meaningful latitude in building the Program for their unique context, the Program also has a strong desire to ensure the integrity of the learner-centered model and that its core tenets are strictly adhered to. This will ensure that any program called Iowa BIG will be of the highest quality and reflect the foundational beliefs and behaviors the Program was founded on – protecting the interests of both the Program and Participant.
2. **TERM:** The term of this Agreement shall be from February XX, 2018 to June 30, 2019. The parties hereto agree this Agreement shall be effective upon its execution by all parties and the duration shall be coterminous with the provisions contained herein.

3. **RESPONSIBILITIES OF THE PARTIES:**

**The Program agrees to the following:**

- 3.1. The Program has the exclusive right to the name Iowa BIG and grants Participant a limited license to use the name Iowa BIG pursuant to the terms and conditions of this Agreement.
- 3.2. The Program has the exclusive right to the Iowa BIG logo and will grant Participant the limited right to use the logo as part of the Participants participation in the Program and the ability to make minor modifications to the logo to include an identifier (e.g. "North") and/or the logos of the Districts participating in the IBNC. The Program will have the exclusive right

- to any modifications to the Program logo made by the Participant. Any use of or modification to the logo will be subject to the review and prior approval of the Program. The Participant's ability to use the logo or any modifications to the logo shall be limited to the Participant's participation in the Program pursuant to this Agreement.
- 3.3. The Program has an exclusive license to use the Project BBQ software and grants Participant a limited license to use the Project BBQ software pursuant to the terms and conditions of this Agreement. The Participant's ability to use the Project BBQ software will be limited to the Participant's participation in the Program pursuant to this Agreement.
- 3.3.1. The annual fee for Project BBQ is \$5,000 for the IBNC's use and will be billed to Charles City Community School District as the fiscal agent for the IBNC. License for Project BBQ will run July 1<sup>st</sup> to June 30<sup>th</sup>. Participants may immediately prepare and use Project BBQ upon execution of this agreement for no cost until July 1, 2018.
- 3.4. The Program will provide appropriate training to the Participant regarding the requirements of the Program at the Participant's expense. Specifically, this training is called "Immersion Training."
- 3.4.1. Immersion Training provides a comprehensive professional development experience for educators planning to teach in the Program model. Immersion Training is a five-day program, running from 8:00 am Monday through 4:00 pm Friday at a date mutually agreeable at the founding Iowa BIG location at 415 12<sup>th</sup> Avenue SE, Cedar Rapids, Iowa. Participant's trainees need to be available in the evenings as well as the training often includes evening events and gatherings.
- 3.4.2. Cost of Immersion Training is \$2,000 per person or \$5,000 for a three-person team. Participant is responsible for expenses (travel, lodging, meals).
- 3.4.3. During the Immersion week, the Superintendent and/or designee will visit the Iowa BIG founding location to visit with Program leadership and staff and receive an update and get any additional questions answered. This typically involves 2-4 hours either in the morning or afternoon.
- 3.4.4. Participants will experience a full-week cycle of the Iowa BIG model, have on-going and just-in-time opportunities to interact with staff and leadership to understand the model, and have time to begin planning and preparation for deploying the Program at Participant's site.
- 3.4.5. The Program will provide a written and/or verbal report to the Participant's Administration or designees at the conclusion of Immersion training by the Executive Director of Iowa BIG.
- 3.4.6. The Program will notify Participant administration or designees in the event it is clear that the educator(s) in the Immersion training lack the mindset and/or skill set to successfully implement the Program. Educators not successfully completing the Immersion Training are not eligible to lead or be the sole educator at a Participant site nor can they speak or present on behalf of Iowa BIG outside Participant's District. Program highly recommends that Participant include Program in initial screening/interviewing of potential candidates so Program can help Participant better ensure the right fit and avoid unsuccessful Immersion experiences.
- 3.5. The Program will invite Participant to relevant professional development opportunities and charge a fee only if the Program would incur additional costs for the Participant's involvement. Involvement in these opportunities is the decision of the Participant and such



- opportunities are considered part of the Program's ongoing support of the IBNC and Participant. Program will notify Participant of said opportunities.
- 3.6. The Program will make at least one annual site visit to the Participant's location(s) to review the implementation of the Program, provide support and guidance, and to ensure compliance with the Program's requirements and the terms and conditions of this Agreement at no cost to the Participant.
  - 3.7. The Program will recognize Participant as a full member of the Iowa BIG family and include the staff, District, and sites on its Program webpage, [www.iowabig.org](http://www.iowabig.org).

**The Participant agrees to the following:**

- 3.8. The Participant's implementation of the Program will be pursuant to the Program's requirements and the terms and conditions of this Agreement and are as follows:
- 3.9. The Participant will adhere to the requirements of the Program as set out by the Program as follows: The Participant:
  - 3.9.1. Administrators, including the Superintendent and supervising principal/administrator will visit the originating Program site prior to signing this agreement to ensure a careful understanding of the Program.
  - 3.9.2. Understands, believes in, and commits to putting into the practice of the IBNC the tenets of learner-centered education as expressed in "A Transformational Vision for Education in the US" and "Practitioner's Lexicon" (Appendix B).
  - 3.9.3. Understands and adheres to the Program's core design principles of Passion, Projects, and Community. Passion – the Program, and student learning, is driven by the learner's interests and passions; Projects – learning happens and is validated through and within authentic, real-world projects and/or internships; Community – learning, and the projects and internships, happen in and with the community within which the Program operates and learning can be validated through experiences both in and outside the Program.
  - 3.9.4. Provides students the opportunity to earn core academic credit through the Program. The Program is not designed to be an opportunity outside or "after" the core academic program and standards. Electives may also be offered, but core academic credit will be a part of the Participants involvement in the IBNC.
  - 3.9.5. Ensures that students are assessed and evaluated via identified competencies and standards and no false economies are used to assess and/or "control" students. (i.e. – no points, demerits, or prescriptive curriculum, etc.). Exceptions for prescriptive curriculum may be made for the STEM Innovator program and as necessary to provide concurrent enrollment. The purpose of this clause is to ensure that a prescriptive curriculum doesn't become a default for executing the Iowa BIG program and the program remains free to put learners first and build custom "curriculum" around their needs. Learning and validation of standards and competencies may be converted to traditional grades at the end of a semester or year for the purpose of transcribing the learning in ways understood by the District, state, and post-secondary institutions.
  - 3.9.6. A Program site, defined as having students in a physical location being led by an educator, must have an Immersion trained educator leading and working at that site. Additionally, any educator assigned to the Program more than two hours per day must have

successfully completed the Program's Immersion Training Program. Successful completion means meeting the following criteria:

- 3.9.6.1. Attends for the entire period of the Immersion Training (currently five days, from Monday at 8am to Friday at 4pm)
- 3.9.6.2. Is actively engaged and demonstrates strong learning and interest in the Program and its core beliefs.
- 3.9.6.3. Is evaluated as satisfactory by the majority of the Immersion Training Team
- 3.9.6.4. Meets any additional criteria set forth by the IBNC.
- 3.10. The Participant will pay the Program for required Immersion training. Participant will pay for ongoing PD mutually agreed upon by Program and Participant.
- 3.11. The Participant will use the Project BBQ software as part of the Program pursuant to the limited license provided by the Program to use the Project BBQ software for the duration of this Agreement. Project BBQ is licensed to the IBNC and billed through its fiscal agent.
- 3.12. The Participant will allow the Program to conduct site visits with reasonable advance notice to review the Participant's implementation of the Program and the Participant's compliance with the Program and the terms and conditions of this Agreement.
- 3.13. The Participant will provide all appropriate staffing, resources, and technology to implement the Program pursuant to the requirements of the Program and the terms and conditions of this Agreement. "Appropriate" is defined as:
  - 3.13.1. Staffing must maintain a minimum of 1 Immersion trained educator to every 30 students. When 130 students or more are enrolled, Participant must dedicate clerical/secretarial support to the team. Appropriate support can be determined by the IBNC. Participant will need to designate and provide FTE time to a person or person(s) who develops projects and partnerships at such time that enrollment reaches 90 students. Program recommends this role as soon as Participant is able to provide such a role.
  - 3.13.2. No single site may have more than 130 students enrolled. The Program strictly adheres to the research on effective community sizes to maintain positive relationships and, thus, holds the number at 130. After 130, another Program site must be established and staffed.
  - 3.13.3. Participant will provide funding from the District and may not run the Program strictly on grants or other funds that have a sunset. Participant must demonstrate a financial commitment strong enough to ensure sustainability beyond any start-up or growth grants/funding.
  - 3.13.4. Participant will provide technology resources that are no less than what is provided to the regular academic program of the Participant.
- 3.14. The Participant may not include other Districts in this agreement or provide immersion training or support without prior consent from the Program. While consortia of districts are encouraged, each individual entity or District must enter into this agreement with Program.
- 3.15. Participant site(s) may become eligible to provide Immersion training, and be compensated for said training, to potential Participants and/or new staff either within their own Consortia or across the Program's network provided Participant meets the following criteria:
  - 3.15.1. Staff recommended as Immersion trainers to Program must:
    - 3.15.1.1. Successfully complete Immersion training;
    - 3.15.1.2. Be full-time instructors in the Participants Program;

- 3.15.1.3. Successfully complete a minimum of two-years as an Immersion Trained Program instructor;
- 3.15.1.4. Demonstrate a strong and on-going engagement, interaction, and learning with the Program and a commitment to advancing learner-centered education;
- 3.15.1.5. An instructor in good standing with both the Participant and the Program.
- 3.16. Participant may tuition-in students from area schools wishing to cooperate and be a part of the Program but who do not have the numbers or resources to meet the requirements of being a full Participant with the Program. Tuition rates are fully determined by Participant. Participant must inform Program of any Districts involved in the Program in this way. Districts partnering with the IBNC may be included and identified as an Iowa BIG district but may not represent IBNC or Iowa BIG in outside workshops, conferences, and other events.
- 3.17. Participant may take part in conferences, workshops, and presentations to share their Iowa BIG story and act as spokesperson for the Participant's program. Participant may not accept paid consulting and/or training opportunities to share or teach the Iowa BIG model without express written consent of Program.
- 3.18. Participant will refer external inquiries about joining or starting an Iowa BIG program to the Program.

#### **4. INSURANCE AND INDEMNIFICATION**

- A. To the extent permitted by law, the Program will indemnify and hold harmless the Participant from and against any and all losses, costs, damages and expenses, including reasonable attorney's fees and expenses, occasioned by , or arising out of, the Program's negligence or willful misconduct in the performance of its duties under this Agreement.
- B. The Participant will indemnify and hold harmless the Program from and against any and all losses, costs, damages and expenses, including reasonable attorney's fees and expenses, occasioned by, or arising out of the Participant's negligence or willful misconduct in the performance of its duties under this Agreement.

#### **5. ADMINISTRATION**

- A. No separate legal or administrative entity shall be created by this Agreement. The Program's Executive Director shall be designated as the administrator of the Agreement for purposes of Iowa Code Chapter 28E.
- B. No separate budget shall be established in connection with this Agreement.
- C. The Program and the Participant agree to cooperate in good faith in fulfilling the terms and conditions of this Agreement. Unforeseen difficulties or questions will be resolved by negotiation between the Program and the Participant.

#### **6. TERMINATION**

- A. Termination for Cause. The occurrence of any one or more of the following events shall constitute cause for any of the parties included within this Agreement to declare another party in default of its obligations under the Agreement:

1. Failure to make substantial and timely progress toward performance of the Agreement.
  2. Any other breach of the terms of this Agreement.
- B. Notice of Default. If a default occurs under Section 6A, the non-defaulting party shall provide written notice to the defaulting party requesting that the breach or noncompliance be immediately remedied. In the event that the breach or noncompliance continues to be evidenced ten (10) days beyond the date specified in the written notice, the non-defaulting party may either:
1. Immediately terminate the Agreement without additional written notice; or,
  2. Enforce the terms and conditions of the Agreement and seek any available legal or equitable remedies.

In either event, the non-defaulting party or parties may seek damages as a result of the breach or failure to comply with the terms of the Agreement.

- C. Disposition of Property. Upon the expiration or earlier termination of this Agreement, each party shall have sole custody and use of its respective property.

**7. MISCELLANEOUS PROVISIONS:**

- A. The parties acknowledge and agree that if any paragraph, provision or term of this Agreement is deemed illegal or void by any court or other appropriate authority, the remaining provisions of this Agreement shall remain in full force and effect.
- B. The terms of this Agreement may be amended at any time by mutual agreement of the parties.
- C. This Agreement constitutes the full understanding of the parties, and no terms, conditions, understandings or agreement purporting to modify or vary the terms of this Agreement shall be binding unless hereafter made in writing and signed by both parties. Further, this Agreement constitutes a final written expression of all of these terms of this Agreement and is a complete and exclusive statement of those terms.
- D. This Agreement is by and between the Program and the Participant only. There are no third-party beneficiaries to this Agreement.

8. **CONTACT PERSON:** The Contact Persons shall serve until the expiration of the term of the Agreement or the designation of a substitute Contact Person. During the term of this Agreement, each Contact Person shall be available to meet as mutually agreed to review, discuss, and implement the terms and conditions of the Agreement. The Contact Persons are as follows:

Dr. Trace Pickering, Executive Director, Iowa BIG  
Cedar Rapids Community School District  
2500 Edgewood Rd. NW  
Cedar Rapids, IA 52405

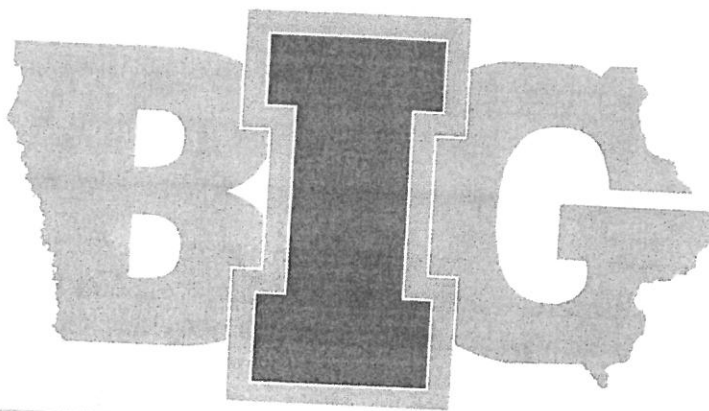
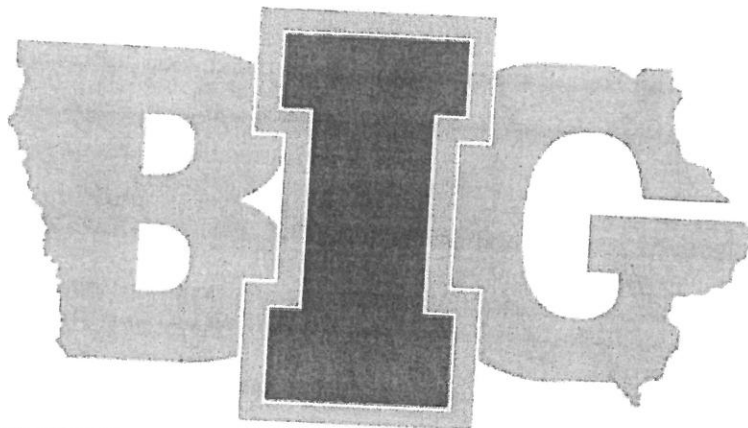
Dr. Dan Cox, Superintendent of Schools  
Charles City Community School District  
500 North Grand Ave  
Charles City, IA 50616

**The Iowa BIG Program**

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

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

Appendix A: Iowa BIG Logo



**Appendix B:**

**A Transformational Vision for Education in the US**

<https://education-reimagined.org/wp-content/uploads/2017/01/A-Transformational-Vision-for-Education-in-the-US.pdf>

**A Practitioners Lexicon. What is meant by key terminology**

[https://education-reimagined.org/wp-content/uploads/2017/01/Education-Reimagined-A-Practicioners-Lexicon\\_download.pdf](https://education-reimagined.org/wp-content/uploads/2017/01/Education-Reimagined-A-Practicioners-Lexicon_download.pdf)



Bid

Keith Oulman  
PO Box 194  
Riceville, IA 50466  
Phone: 641-220-2502

Che' Oulman  
Phone: 641-220-4356

DATE: MARCH 1, 2018

TO: RCSD  
912 Woodland Ave  
Riceville IA 50466

PROJECT: Bus Barn Approach

DESCRIPTION OF WORK	AMOUNT
Concrete Work  Bus Barn Approach 41' x 60' x 6"  Core out and regrade existing gravel  <ul style="list-style-type: none"><li>• Concrete 4000# WRC</li><li>• #4 Rebar Grade 60</li><li>• Labor</li><li>• Equipment</li><li>• Concrete Cure and Sealer</li></ul>	\$12,000.00
<b>BID TOTAL</b>	<b>\$12,000.00</b>

All checks payable to Buckwheat & Sons Construction  
Thank you for your business!



# CLAIR CAROLAN PAINTING

--- Painting Bid

PO Box 96

Ft. Atkinson, IA 52144

[ccarolan@acegroup.cc](mailto:ccarolan@acegroup.cc)

Phone: 563-534-7187 (CELL # 563-380-1903)

Date: January 26, 2018

Customer: Riceville Community School District  
912 Woodland Ave,  
Riceville, IA 50466

Attn: Supt. Schwamman

Job Description: Painting in Elementary and High School

I visited the school on 1/26/18 and looked over the job with Supt. Schwamman and Principal Schumann. Refer to the color-coded Building Map...

**Orange Highlighted area:** This includes all the hallways in the Elementary + door frames (hallway side only) + metal glassed window frames and fire barrier metal door frames and glass + 4 restrooms.

We'd cover all the floors, prime the glazed block, door frames & metal lockers with XIM alkyd primer (very stinky---we do ventilate with large fans). The glazed block would be top-coated with Sherwin Williams single component epoxy (very durable). The upper walls would be coated with Sherwin Williams ProMar 200 egshel. The colors and stripe pattern used will be your decision.

I'm projecting that we could get all of this done within 2 weeks this summer.

Since there are many variables involved, I can guarantee that the total Labor + Materials for everything above would not exceed \$22,000.00. I'd keep track

of all Labor + Materials and bill accordingly.

**Light Green Highlighted area:** This includes the painted walls and ceiling and door frames in the Gym/Locker Room/Weight Rm area...not the brick wall.

Here again we would use the same primers/topcoats as mentioned above. The Total Labor + Materials would not exceed \$3,500.00. I'd keep track of all Labor + Materials and bill accordingly.

I'm projecting that we could get all of this done in less than 1 additional week this summer.

**Blue Highlighted area:** This includes the High School hallways, door frames and lockers. Here again we would use the same primers/topcoats as mentioned above. The Total Labor + Materials would not exceed \$14,000.00. I'd keep track of all Labor + Materials and bill accordingly.

I'm projecting that we could get all of this done in a 7 day or less period, possibly over Christmas break in 2018 or the summer of 2019.

DESIGN PACKAGE FOR:  
**Riceville K-12**

PROJECT # 227029 R1  
DATE 3-7-18  
DESIGN BY ADAM  
SALESPERSON MIKE



**SHEET INDEX**

PRODUCT LISTING (DP...)  
FLOOR PLANS (DF...)  
RENDERINGS (DR...)  
COLOR CHOICES (DC...)



PRODUCT LISTING			
Riceville K-12			
LABEL	QTY	PRODUCT #	DESCRIPTION
A	4	ELS7804-ADJ	ELO Reef Table, (54"w x 30"d x 28.25-41.25"h) (HPL)
B	2	ELS7831-ADJ	ELO Tide XL Table, (54"w x 30"d x 28.25-41.25"h) (HPL)
C	2	ELS7371-ADJ	ELO Court Table, (72"w x 36"d x 28.25-41.25"h) (HPL)
D	2	CLW7252-8181-40-AC	Urban Edge, Front: 1 fixed shelf, 2 equal drawers, 1 door, 1 adj shelf, Back: 1 fixed shelf, 2 equal drawers, 1 door, 1 adj shelf, (30"w x 30"d casebody) (47.639" Top x 40"h O.A.) (TFL Casebody) (HPL Top)
E	1	CD1010-LG	Book Nook Circulation Desk, main rectangle unit, w/book drop, (48"w x 30"d x 30"h) (TFL Casebody) (HPL Top)
F	1	CD1000-LG	Book Nook Circulation Desk, main rectangle unit, (48"w x 30"d x 30"h) (TFL Casebody) (HPL Top)
G	1	CD2000-LG	Book Nook Circulation Desk, Curved Corner Unit, (29"w x 30"d x 30"h) (TFL Casebody) (HPL Top)
H	2	LBN2000-HC	Double Sided Book Browser, 6 cubbies, 6 browsers, hidden casters, (48"w x 22"d x 33"h) (TFL)
I	7	RT1250	Replay Tall Cabinet, 2 adj shelves, (36"w x 12"d x 48"h) (TFL)
J	1	RT1250	Replay Tall Cabinet, 2 adj shelves, (30"w x 12"d x 48"h) (TFL)
K	7	R1250	Replay Tall Cabinet, 3 adj shelves, (36"w x 12"d x 60"h) (TFL)
L	2	LRD1000-AL	Double Sided Bookcase, 4 adj shelves, (36"w x 24"d x 48"h) (TFL)

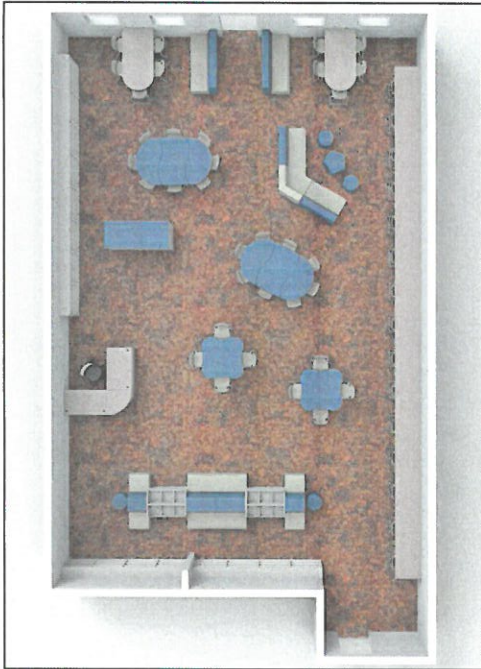


S:\Cabinet Group\ Projects\2018\Premier F&E\Riceville K-12\_227029\Design\Fevise\_3-7-18\227029 - Riceville K-12 - 12-27-17 - DP.dwg

PROJECT NAME:	RICEVILLE K-12
CUSTOMER CONTACT:	Roger Johnson
DEALER:	F&E PREMIER
WB SALESMAN:	MIKE
SCALE:	NO SCALE
SHEET DESCRIPTION:	Product Listing
DRAWN BY:	ADAM
DATE:	3-7-18
PROJECT #:	227029 R1
SHEET NUMBER:	DP1







TOP VIEW

TOP COLOR (HPL) \_\_\_\_\_  
 EDGE COLOR (AE/3MM) \_\_\_\_\_  
 LEG COLOR \_\_\_\_\_

CASEBODY COLOR (TFL) \_\_\_\_\_  
 CASE EDGEBAND Matching or \_\_\_\_\_  
 TOP COLOR (HPL) \_\_\_\_\_  
 TOP EDGEBAND Matching or \_\_\_\_\_



VIEW 1



PROJECT NAME: **RICEVILLE K-12**  
 CUSTOMER CONTACT: **Roger Johnson**

DEALER:  
F&E PREMIER

WB SALESMAN:  
MIKE

SCALE:  
NO SCALE

SHEET DESCRIPTION:  
Renderings

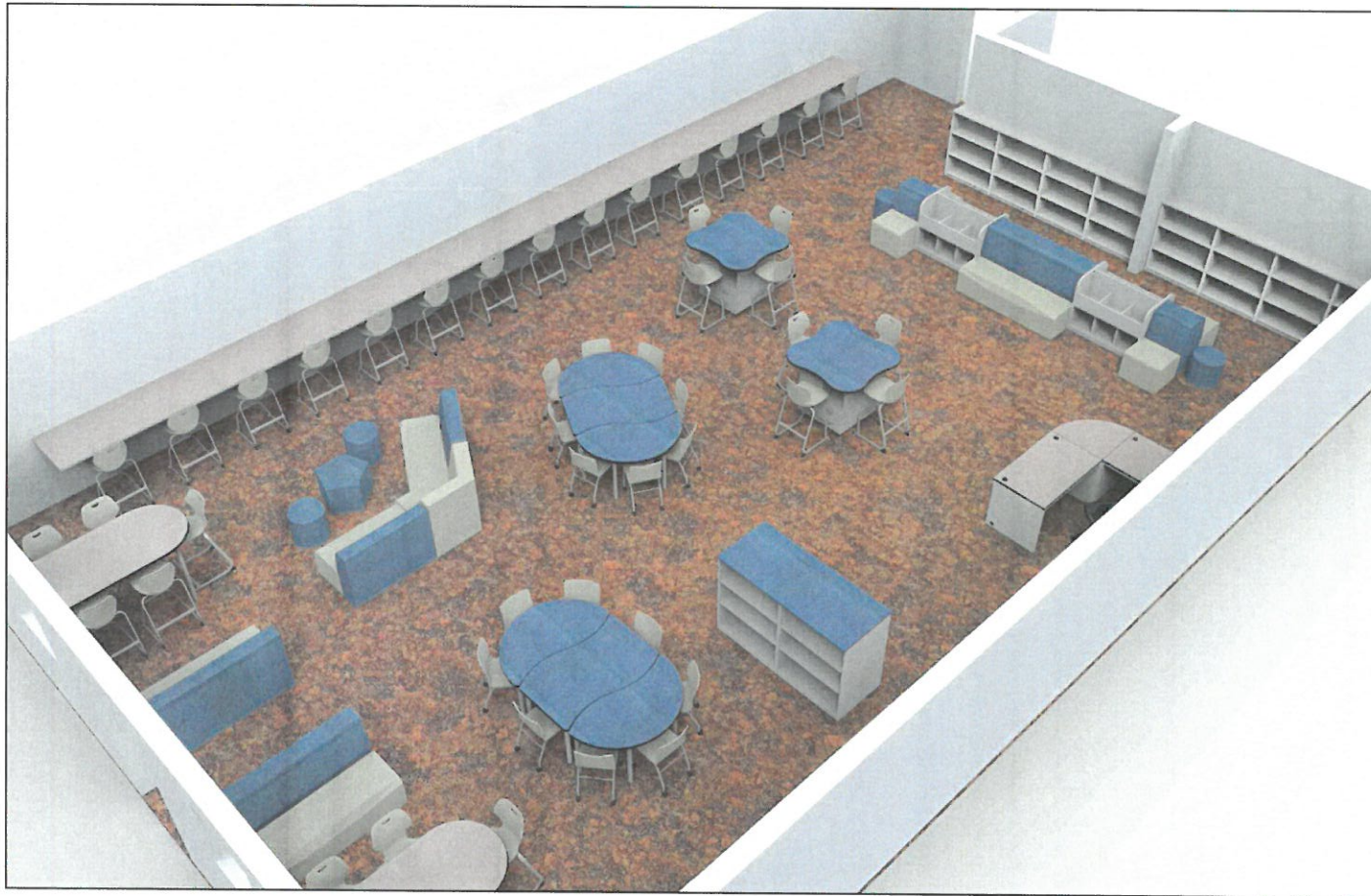
DRAWN BY:  
ADAM

DATE:  
3-7-18

PROJECT #:  
227029 R1

SHEET NUMBER:  
DR1

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VIEW 2



PROJECT NAME:  
RICEVILLE K-12  
CUSTOMER CONTACT:  
Roger Johnson

DEALER:  
F&E PREMIER

WB SALESMAN:  
MIKE

SCALE:  
NO SCALE

SHEET DESCRIPTION:  
Renderings (2)

DRAWN BY:  
ADAM

DATE:  
3-7-18

PROJECT #:  
227029 R1

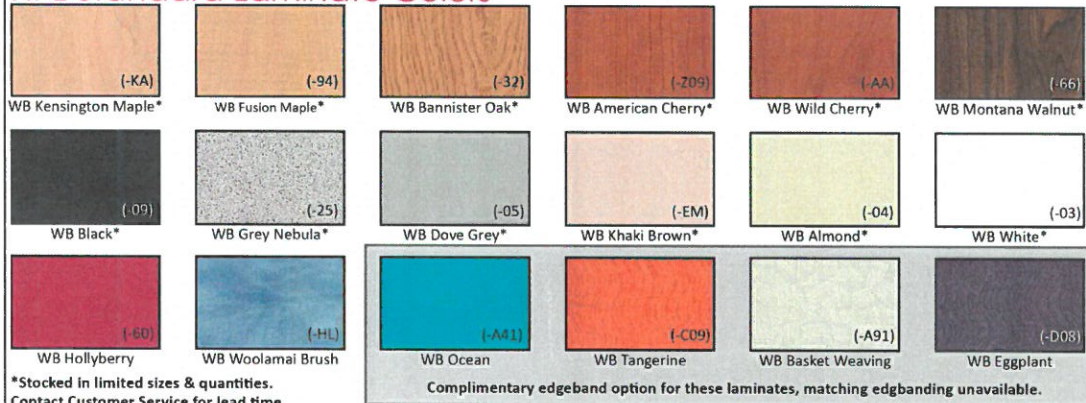
SHEET NUMBER:  
DR2



# Standard Finishes

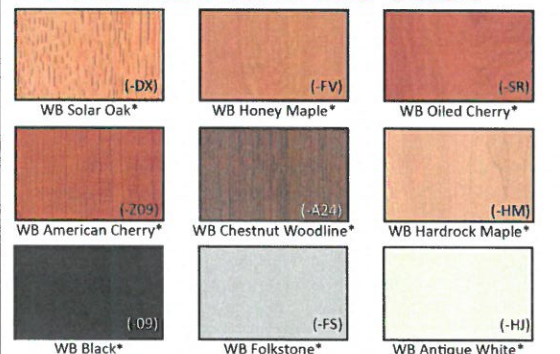
Other color and finish options are available with extended lead times and possible upcharges. For specific color matching, please request color chip from the Mfg.

## HPL Standard Laminate Colors



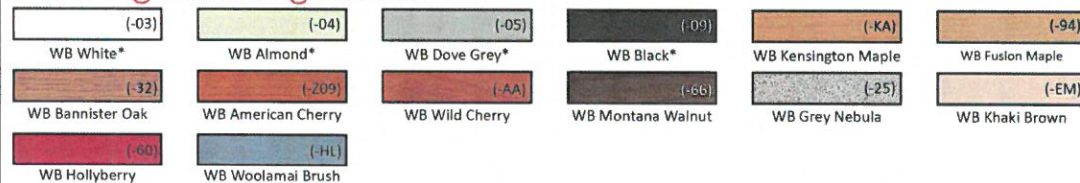
\*Stocked in limited sizes & quantities. Contact Customer Service for lead time.

## TFL Standard Laminate Colors

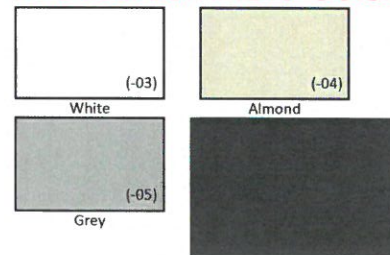


\*Stocked in limited sizes & quantities. Contact Customer Service for lead time.

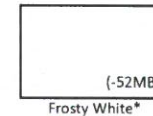
## PVC Edgebanding Colors



## HPL ESD Laminate Colors



## HPL Markerboard Laminate Color

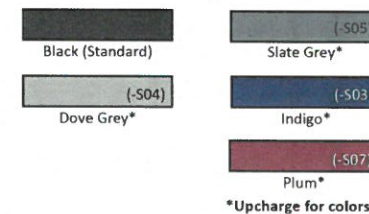


## HPL Chem. Resistant Laminate Color



\*Other color and finish options are available with extended lead times and possible upcharges. For specific color matching, please request color chip from the manufacturer.

## Lotz Armor Edge™ Colors



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PROJECT NAME:

RICEVILLE K-12

CUSTOMER CONTACT:

Roger Johnson

DEALER:  
F&E PREMIER

WB SALESMAN:  
MIKE

SCALE:  
NO SCALE

SHEET DESCRIPTION:  
Color Choices -ALL

DRAWN BY:  
ADAM

DATE:  
3-7-18

PROJECT #:  
227029 R1

SHEET NUMBER:  
DC1

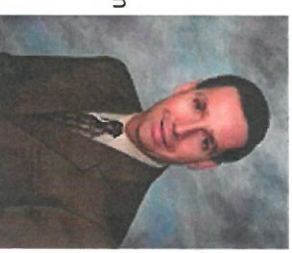


**Ship To:**

Cory Schumann  
 Riceville Elementary School  
 912 Woodland Ave  
 Riceville, Iowa 50466  
 Phone: 6419852288

**Prepared By:**

Roger Johnson  
 Account Manager  
 Phone: (319) 596-5120  
 Email: RogerJ@fepremier.com


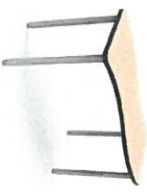
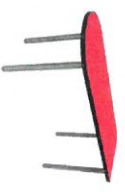
Valid Through: **04/07/18**

Payment Terms: **Net 30**

Unloaded By **School**






Installed By **School**

**Quoted Price Includes Shipping and Freight Costs.**

Qty	Manufacturer	Product Number	Description	Unit Price	Ext. Price
Riceville Library Furnishings					
4	WB	ELS7804-ADJ	Label A - Table- ELO® Reef Table 30"x54" Laminated Top, Armour Edge, Adj Height Legs,	\$262.00	\$1,048.00
					
2	WB	ELS7831-ADJ	Label B - Table- ELO Tide XL 34x54 Laminated Top, Armour, Adj Height Legs,	\$276.00	\$552.00
					
2	WB	ELS7371-ADJ	Label C - Table - ELO Court w/ 4 Legs & 1 Stretcher Bar 36x72 Laminated Top, Armour Edge, Adj Height Legs.	\$339.00	\$678.00
					
2	WB	CLW7252-8181-40-AC	Label D - Cabinet Urban Edge - 30w x 30d Double door base (front & back) on casters, 40" Height,	\$1,590.00	\$3,180.00

Qty	Manufacturer	Product Number	Description	Unit Price	Ext. Price
1	WB	CD1010-LG	Label E - Circulation Desk Main Rectangle Unit w/Book Drop, 48"Wx30"Dx30"H,	\$532.00	\$532.00
1	WB	CD1000-LG	Label F - Circulation Desk Main Rectangle Unit, 48"Wx30"Dx30"H	\$501.00	\$501.00
1	WB	CD2000-LG	Label G - Circulation Desk Curved Corner Unit, 29"Wx30"Dx30"H	\$525.00	\$525.00
2	WB	LBN2000-HS	Label H - Double Sided Book Browser 6 Cubbies, 6 Browsers, Hidden Casters, 48"Wx22"Dx33"H	\$974.00	\$1,948.00
7	WB	LRS1000-364812	Label I - Open Bookcase 36"Wx12"Dx48"H	\$489.00	\$3,423.00
7	WB	LRS1000-366012	Label K - Open Bookcase 36"Wx12"Dx60"H	\$548.00	\$3,836.00
1	WB	LRS1000-304812	Label J - Open Bookcase 30"Wx12"Dx48"H,	\$470.00	\$470.00
2	WB	LRD1000-AL	Label L - Double Sided Bookcase 4 Adjustable Shelves, 36"Wx24"Dx48"H	\$686.00	\$1,372.00
18	KI	IWCS30	Seating - Stools Intellect Wave, 30" Seat Height, Powder Coat Frame, Cantilever Base, One Piece Poly Shell, Nylon Glides.	\$181.00	\$3,258.00



Qty	Manufacturer	Product Number	Description	Unit Price	Ext. Price
15	KI	IWPD18A	Seating - Computer Chairs Intellect Wave, One Piece Poly Shell, Height Adj Task 5 Star Caster Base	\$197.00	\$2,955.00
					
16	KI	RKV100H18BR	Seating - Ruckus Chairs Caster Base, Book Rack, Powder Coat Frame.	\$196.00	\$3,136.00
					
4	FomCore	F016	Armless Chair- 22Wx31Dx34H	\$642.00	\$2,568.00
					
4	FomCore	F017	Armless Loveseat-45Wx31Dx34H	\$988.00	\$3,952.00
					
6	FomCore	F001	Rectangle- 18x16x18H- fabric/vinyl	\$187.00	\$1,122.00
					

Please contact me if I can be of further assistance.

**Grand Total \$35,056.00**

Customer Approval Signature \_\_\_\_\_

Quotation Valid for 30 Days - Prices Subject To Change - Prices Based Upon Total Purchase

**Guaranteed Best Price**

Premier F&E will never knowingly sell a product or a service at a higher price than any competitor.  
If you find a better price, Premier F&E will match the price plus offer you a \$50.00 credit on your next order.

## PREMIER FURNITURE & EQUIPMENT TERMS & CONDITIONS

### Contract Formation

Premier Furniture & Equipment (Premier F&E) will not agree to any terms that are additional to or different from these terms. Terms that are printed on or contained in a purchase order or other form prepared by Purchaser which are additional to or in conflict with inconsistent with those herein shall be considered to be inapplicable and shall have no force or effect. Processing of purchase order, if purchaser has not otherwise agreed to these terms, Purchaser's acceptance of delivery of, or payment for, the Products will constitute Purchaser's acceptance of these terms. The parties intend these terms as a final expression of their agreement and as a complete and exclusive statement on the terms and conditions of the agreement. These terms and conditions may not be abrogated, varied, modified, supplemented or waived except in writing and signed by an authorized representative of Premier F&E.

### Order Acceptance

Any other issues by Purchaser are subject to final approval of Premier F&E.

### Order Changes

Changes to orders in process must be in writing and will result in price adjustments and/or rescheduling of the order for delivery.

### Order Cancellation

In the event of order cancellation, the customer will be responsible for all the expenses incurred in the producing the order through the date of cancellation. These charges would include materials purchased and labor consumed in producing the order.

### Terms of Sale

Due to the custom nature of its products an initial payment of 50% of the total order amount may be required at the time of the order placement with the remaining balance to become due net 30 days from date of the final invoice. The final invoice will be forwarded at the time of shipment of the product for delivery. In the event that an order is delayed for a period of 30 days or more beyond the original requested shipping date, through no fault of Premier F&E, then an additional payment of 25% of the total order amount will become due and payable, with the remaining balance to become due net 30 days from date of the final invoice.

### Past Due Charges

If payments are not made according to terms governing the sale, the unpaid balance shall bear interest at the rate of 1.5 percent per month or 18 percent annually until paid.

### Applicable Prices

Prices and discounts are subject to change. Applicable prices will be those in effect at the time of quotation.

### Taxes

Unless specifically stated, prices do not include any federal, state or local taxes which may now or hereafter be applicable to or imposed upon or with respect to the transaction, the property, its sale, its value or its use, or any services performed in connection therewith. Purchaser agrees to pay or reimburse Premier F&E for any such taxes, which Premier F&E or Premier F&E's subcontractors or suppliers are required to pay.

### Delivery

All orders are shipped F.O. B. direct from manufacturer. Premier F&E will select the method of packaging or crating, the routing and the carrier. Any additional expense resulting from customer's request for special shipping or routing will be billed to the customer. Risk of loss or damage to any part of a shipment shall pass to the customer upon delivery. Delivery to be determined by F.O. B. point. Any delivery information (including time of shipment) is approximate. Premier F&E shall use its best efforts to make delivery as scheduled, but Premier F&E shall not be liable for any loss or damage resulting from a failure to deliver or delays in delivery caused by labor dispute (including a strike, slowdown, or lockout), fire flood, governmental act or regulation, riot, inability to obtain supplies, materials or shipping, space, plant breakdown, power failure, delay, or interruption of carries, accident, acts of God or other causes beyond, Premier F&E's control. Furthermore, Premier F&E shall not be liable for any incidental, special or consequential damages resulting from Premier's failure to meet delivery schedules.

### Storage Charges

Storage and handling charges will be assessed for completed orders which have been delayed at customer request.

### Merchandise Shortage

Shortage of merchandise must be reported within 48 hours of receipt of shipment.

### Installation

Installation will be performed by an authorized installation sub-contractor, if requested and included on quote form and purchase order. Installation rates are normally provided at the time of quotation. Unless specifically agreed to, installation rates quoted are based on nonunion labor. If union or prevailing wage is required for installation, additional expense incurred will be invoiced to customer. Installation is scheduled at the customer's request and in accordance with acknowledged shipping date. Site conditions must be suitable for furniture installation specifically including the prior completion of flooring/carpeting and overhead work for areas in which furniture is to be installed. Premier F&E will use its best efforts to coordinate with the customer regarding site conditions prior to delivery, however, if installation delays are encountered due to site conditions and through no fault of Premier F&E, additional expense incurred will be invoiced to the customer. This specifically includes any installation return trips which may be required due to site conditions beyond the control of Premier F&E.

### Security Interest

Purchaser hereby grants to Premier F&E a security interest in the products which are subject of the agreement until the products are paid in full. At Premier F&E's request. Purchaser shall execute and deliver to Premier F&E's request. Purchaser shall execute and deliver to Premier F&E a financial statement in a form acceptable to Premier F&E to perfect this security interest.

### Warranty

Premier F&E warrants its products to be free of defects in materials and workmanship per manufacture's written warranty. This warranty extends from the date of installation and is based on normal usage of the product in accordance of the original manufacturer warranty. This warranty does not apply to possible damage or misuse of the product and does not cover normal wear and tear, vandalism and misuse. Upon being notified of a potential warranty defect, Premier F&E at its option will either repair or replace the item as originally specified by the original manufacturer. Damage caused by a freight carrier is not covered under this policy.

Premier F&E shall not be liable for incidental or consequential damages arising out of a claim of defective product. This warranty is in lieu of all other expressed and implied warranties and constitutes the sole and exclusive liability of Premier F&E. No person other than an authorized officer of Premier F&E may modify or expand the warranty provided herein or in any quotation to Purchaser, waive any of the limitations, or make any different or additional warranties with respect of any Product, and any statements of the contract are hereby rendered null and void.

### Damaged Shipments:

Any product that is received with noticeable or presumed damages must be noted on freight companies paper work at time of signing for the delivery. Failure to do so will result in purchaser accepting responsibility for the condition of damaged goods. Purchaser is not required to accept shipments that are damaged. Purchaser is required to inform Premier F&E customer service within 48 hours of any damages, including concealed damages. Manufacturer and Premier F&E reserves the right to replace or repair damaged products.

### Code Restrictions

Premier F&E considers products listed herein as portable furniture and as such, the products are subject to local fire, electrical and building codes applicable to portable furniture. Purchaser is responsible for the proper allocation of Premier F&E products to the local, state and federal codes under which installation must be made. It is the responsibility of the purchaser to obtain all necessary approvals and permits, including a certificate of occupancy if applicable. All permanent electrical connections from the furniture to the power source shall be performed by a licensed electrician and are the sole responsibility of the purchaser.

### Return Materials Authorization

To return materials to Premier F&E for any reason, please contact the Customer Service Department for a return authorization number. If materials are being returned due to some fault of Premier F&E, it may be shipped back freight collect. If material was ordered but not needed by the customer, and Premier F&E agrees to allow the return, the freight must be prepaid and a handling and restocking fee will be charged to purchaser. Special items and fabric-covered items may not be returned. A restocking fee and handling charge, no less than 25%, will be billed to the purchaser.

### Applicable Law

These terms and conditions, and the agreement evidenced hereby, shall be governed by and interpreted according to the laws of the state of Iowa. Any lawsuit arising out of these terms and conditions, or the agreement evidenced hereby, or relating to the Products may be maintained only in a federal or state court located within Iowa, and Purchaser irrevocably consents to the personal jurisdiction of any such court and the laying of venue therein.

## AEA PURCHASING AGREEMENT 2018 - 2019

This purchasing agreement ("Agreement") is entered into by the AEA Purchasing, an entity formed by a 28E Agreement filed on or about February 7, 2011 and the \_\_\_\_\_ School District/Customer (hereafter the "Eligible Member") located in Area Education Agency (hereafter the "AEA") \_\_\_\_\_ for the 2018-2019 school year.

### SELECTION OF PROGRAMS

Eligible Member elects to participate in the program(s) which Eligible Member has checked below. Products available under these bids are for use in the Eligible Member's Child Nutrition Programs:

- A. AEA PURCHASING Food Bid \_\_\_\_\_ (Martin Brothers)
- B. AEA PURCHASING Small Wares Bid \_\_\_\_\_ (Rapids Whole Sale)
- C. AEA PURCHASING Ware Wash Bid \_\_\_\_\_ (EMS Detergent-Northeast Southeast Service Zone) (Martin Brothers-Northwest Southwest Service Zone)

### PURCHASE CATEGORIES AND COMMITMENT TO BUY

The Eligible Member agrees to purchase an aggregate monthly total of 60% of its food and supplies (excluding milk, bread, small wares and ware wash) from the vendor selected by AEA Purchasing ("Prime Vendor") for the AEA Purchasing.

### ELIBIBLE MEMBER COMMITMENT TO PARTICIPATE

Eligible Member agrees to participate in the activities of the selected purchasing programs operated by the AEA Purchasing, which includes responding to requests for information from the AEA Purchasing reporting any service, product, invoicing, or other problems which may arise between the Eligible Member and any Prime Vendor; being willing to serve on committees of Eligible Members which may be established by the AEA Purchasing from time to time, and/or providing input to such committees to facilitate the work of such committees; and participation in audits as requested by the AEA Purchasing.

### EFFECTIVE DATE

To be effective beginning July 1, 2018, this Agreement must be signed no later than June 30, 2018. After June 30, 2018, new members may join only as follows: **their membership will be effective January 1 of the following year if they sign this Agreement before December 31**, their membership will be effective July 1 of the same year if they sign this Agreement by June 30.

### PRIME VENDOR RESPONSIBILTIES

The Prime Vendor has agreed to perform the following functions:

The Prime Vendor will provide any product data information which will include nutrition fact labels, CN label information and any manufacturer's statements.

Provide sales people to visit all Eligible Members bi-weekly and establish a schedule for regular salesperson visits and truck deliveries to AEA Purchasing's Eligible Members in Iowa.

Establish, in conjunction with AEA Purchasing, a schedule for product shows, seminars and marketing events in all aspects of food service. Prime Vendor and AEA Purchasing or its Eligible Members will jointly provide staff to plan and carry out these events.

Submit monthly sales volume reports to the AEA Purchasing in the form or forms requested by AEA Purchasing.

Submit to Eligible Members and AEA Purchasing monthly and weekly product lists with current pricing expressed in dollars and cents. Product areas with monthly price changes are dry grocery goods, frozen



items, frozen pizza, frozen potatoes, paper/plastic products and chemicals. Product areas with weekly price changes are fresh meat, dairy products and fresh produce.

Invoice and deliver products directly to Eligible Members.

Assist those Eligible Members that wish to use the Prime Vendor computer ordering and inventory system. Provide information and help Eligible Members participate in the DF – Diverted Foods USDA program.

#### **AEA PURCHASING ADMINISTRATIVE FEE**

The AEA Purchasing administers a \$.50 per case and a \$.10 per broken case amount to help cover the expenses of running the program.

After expenses are paid, the balance is refunded to our Eligible Members. In school year 2015-2016 the amount sent back as a year-end food rebate was \$177,640.00

Iowa's AEA (through the appointed representatives on the AEA Purchasing board) will provide oversight and management to this program but no funding.

#### **ORDERING AND BILLING**

Eligible Members may place their individual orders with Prime Vendor at any time during the term of this Agreement.

All invoices for payment shall be sent directly to the Eligible Member ordering under the terms and conditions of this Agreement. The Eligible Member will make payment directly to the Prime Vendor.

#### **TERMS**

Normal terms are net amount due in 30 days. (Net 30 days).

#### **PAYMENT**

All invoices for payment shall be sent directly to Eligible Member ordering under the terms and conditions of the agreement between the Prime Vendor and the AEA Purchasing. Eligible Member will remit payment directly to Prime Vendor. Eligible Member will pay applicable administrative fees included on its invoices, which administrative fees will be paid to AEA Purchasing by Prime Vendor pursuant to the agreement between AEA Purchasing and Prime Vendor. AEA Purchasing will refund to Eligible Member on a pro rata basis any excess of administrative fees, after AEA Purchasing determines allowable costs pursuant to USDA regulations at the conclusion of this Agreement. Eligible Member will return any such refund to the appropriate school meals account as required by USDA regulations.

#### **PRICE LISTS AND PRICE CHANGES**

The AEA Purchasing will transmit monthly price lists to all Eligible Members on or about the first day of each month. Price lists shall be transmitted weekly for weekly priced items, and monthly for monthly priced items.

Firm prices will prevail for one calendar month with the exception of fresh meat, dairy products and fresh produce. Prices on fresh meat, dairy products and fresh produce will be for one week at a time.

#### **MINIMUM ORDER AND DELIVERY**

The minimum order requirements for one Eligible Member for delivery to one building will be \$500.00 for food. The Prime Vendor will deliver and unload goods directly to the Eligible Members during the normal operating hours or at other mutually agreed times. Schools that order under \$500 order will still get the same AEA Purchasing prices but will incur a \$15 service fee. There will be no fuel surcharge.

#### **SALES REPRESENTATION/MARKETING**

Prime Vendor has agreed to provide sales people to visit all Eligible Members on a bi-weekly basis, along with providing support from their telemarketing staff. Prime Vendor has agreed to sponsor product shows and other educational seminars in the Midwest for Eligible Member personnel at no charge.

#### **ELIGIBLE MEMBER RESPONSIBILITY**

Eligible Member acknowledges its responsibility to comply with all regulations of the United States Department of Agriculture ("USDA") and the Iowa Department of Education ("DE") which are applicable to School Food Authorities (SFA's) as defined in the National School Lunch Program regulations (NSLP),

including but not limited to retention of records. Eligible Member agrees to adhere to all provisions of the Code of Conduct adopted by the AEA Purchasing which are applicable to Eligible Members.

#### **NO RESALE**

Eligible Member will not resell to any other organization or individual the products purchased by Eligible Member from a Prime Vendor pursuant to an agreement between the Prime Vendor and the AEA Purchasing..

#### **COMPLIANCE BY AEA PURCHASING**

The AEA Purchasing will at all times when conducting its business comply with any and all applicable federal and state laws, rules, and regulations related to the bidding of projects and contracts by Iowa school districts and area education agencies for the purpose of securing, purchasing and delivering goods and services used by school districts in Iowa, including, but not limited to, food, beverages, and supplies used in the National School Lunch Program, and additionally, shall comply with any and applicable federal laws, rules and regulations issued or amended by the USDA related to the procurement of food, beverages and supplies for use in schools and related educational institutions.

#### **TERMINATION**

Both Eligible Member and the AEA Purchasing have the option to terminate this Agreement prior to June 30, 2019 upon thirty (30) days' advance written notice.

#### **SIGNATURES**

Eligible Member/School District

#### **AEA Purchasing Signature**

AEA Purchasing Foodservice Division  
1521 Technology Parkway, Cedar Falls IA 50613  
FAX: 319-273-8282  
PHONE: 319-268-7725  
EMAIL: dan@aeapurchasing.org

\_\_\_\_\_  
Name of School District/Customer

\_\_\_\_\_  
AEA Purchasing Director Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Board President or Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Fax Number

Superintendent email address: \_\_\_\_\_

Business Manager email address: \_\_\_\_\_

Foodservice Director email address: \_\_\_\_\_

AUDIT PROPOSAL

Between

RICEVILLE COMMUNITY SCHOOL DISTRICT

AND

NOLTE, CORNMAN & JOHNSON, P.C.

PERIOD COVERED

FOR THREE YEARS ENDING JUNE 30, 2020



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**NOLTE, CORNMAN & JOHNSON P.C.**

Certified Public Accountants

(a professional corporation)

117 West 3rd Street North, Newton, Iowa 50208-3040

Telephone (641) 792-1910

Fax (641) 791-9284

Email [ncjcpa@mediacombb.net](mailto:ncjcpa@mediacombb.net)

JENNIFER DUNN, BUSINESS MANAGER  
RICEVILLE COMMUNITY SCHOOL DISTRICT  
912 WOODLAND AVE  
RICEVILLE, IOWA 50466

We would like to make a proposal to perform an audit of your district's financial statements for the year ended June 30, 2018.

Our audit will be made in accordance with U.S. generally accepted auditing standards and the standards applicable to financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States. Those standards and provisions require that we plan and perform the audit to obtain reasonable assurance about whether the general purpose financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the general purpose financial statements.

An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall general purpose financial statement presentation.

An audit directed to the expression of an opinion on the financial statements is not primarily or specifically designed and cannot be relied upon to disclose defalcations or other similar irregularities, should any exist, although their discovery may result.

Our services will include auditing of the Governmental Funds and Business Type Funds for the period of July 1, 2017 through June 30, 2018.

Nolte, Cornman & Johnson, P.C. is a member of the American Institute & Iowa Society of Certified Public Accountants, registered to practice in the State of Iowa. The firm and its audit staff are independent with regard to your audit.

We thank you for considering us as your independent auditor and look forward to working with you. We appreciate the opportunity to serve you.

We have enclosed two agreements one for a one year period and the other for a three year period. This provides you the option of retaining our services for more than one year.

Please indicate your agreement with the arrangements contained in this RFP by signing and returning the enclosed contract. We will contact you with regard to scheduling when the contract is signed.

Sincerely,

*Nolte Cornman Johnson*

NOLTE, CORNMAN & JOHNSON, P.C.

## SCHOOL AUDIT PROFILE

1. Firm Name: NOLTE, CORNMAN & JOHNSON, P.C.
2. Address: 117 West 3rd Street North, Newton, IA 50208
3. Telephone: (641) 792-1910
4. Professional staff:

	<u>Number</u>	<u>Number CPA's</u>	<u>Average Years Experience</u>
A. Principals	1	1	33
B. Professional Staff	10	1	4

5. Schools audited by our staff in the last two years:

Adair-Casey, Adel-DeSoto-Minburn, AGWSR, AHST, Albia, Alburnett, Algona, Ames, Andrew, Ar-We-Va, Atlantic, Audubon, Battle Creek-Ida Grove, Baxter, BCLUW, Bedford, Belle Plaine, Belmont-Klemme, Bettendorf, Boyer Valley, BGM, Burlington, CAL, CAM, Cardinal of Eldon, Carroll, Center Point-Urbana, Centerville, Central, Central City, Central Decatur, Central Lee, Charles City, Chariton, Charter Oak-Ute, Cherokee, Clarinda, Clarksville, Colfax-Mingo, Collins-Maxwell, Columbus, Coon Rapids-Bayard, Creston, Delwood, Denison, Diagonal, Dunkerton, Earlham, East Marshall, East Union, Easton Valley, Eddyville-Blakesburg-Fremont, Edgewood-Colesburg, Eldora-New Providence, Essex, Exira-Elk Horn-Kimballton, Fairfield, Farragut, Fort Madison, Fremont-Mills, Gilbert, Glenwood, Greene County, Griswold, Guthrie Center, Hamburg, Harmony, Hartley-Melvin-Sanborn, Hubbard-Radcliffe, Hudson, Humboldt, IKM-Manning, Independence, Iowa Falls, Keokuk, Keota, Kingsley-Pierson, Knoxville, Lamoni, Lawton-Bronson, Lenox, Lewis Central, Linn-Mar, Logan-Magnolia, Madrid, Maquoketa, Maquoketa Valley, Marshalltown, Martensdale-St. Marys, Mid-Prairie, Missouri Valley, Monticello, Moulton-Udell, Mt. Pleasant, New Hampton, Nodaway Valley, North Butler, North Tama County, Northeast Hamilton, Northwood-Kensett, Norwalk, Odebolt Arthur, Oelwein, Ogden, Okoboji, Orient-Macksburg, Osage, Panorama, Pekin, Prescott, Red Oak, Riceville, Roland-Story, Saydel, Schaller-Crestland, Schleswig, Sergeant Bluff-Luton, Shenandoah, Sibley-Ocheyedan, Sidney, Solon, South Central Calhoun, South O'Brien, South Page, South Tama County, Southeast Warren, St. Ansgar, Stanton, Stratford, Treynor, Tri-Center, Tri-County, Twin Rivers, Underwood, Union, United, Valley, Van Buren, Van Meter, Villisca, WACO, Walnut, Wapello, Washington, West Delaware, West Harrison, West Monona, Westwood, Winfield-Mt. Union, Woodbine, Woodbury Central, and Woodward-Granger.

6. The principal who is responsible for all school district audits and her position with our firm:

Person: Nancy Janssen, CPA; B.S. Iowa State University: CPA: 1985

Position: President

7. Quality controls are an essential part of our auditing services. Internal review procedures utilized by our firm include: Our 2018 school audit team as in the past will be composed of an experienced staff, all being supervised by our school audit manager. Our firm successfully completed a quality review December 2017.
8. Our firm will:
- a) Compile, type and duplicate reports.
  - b) Send discussion audit draft to the school district after field work is completed, for review by management.
  - c) Review audit recommendations and district responses thereto with the Business Manager and/or Superintendent prior to issuing the audit report.
  - d) Provide additional help or recommendations to the District when requested during the year.
  - e) Strive to conduct the audit when possible at the district's convenience and in such a manner as to cause the least amount of disruption possible under the circumstances.
  - f) Will provide copies of the audit report to the State Auditor's Office and the Department of Education as required.
  - g) Present the audit report and a verbal explanation of the report to the Board if so requested, at an additional fee.

President:

Nancy L. Janssen, CPA

Education:

B.S. from Iowa State University

Continuing Education:

Attended the Governmental Roundtable or Iowa Governmental Audits course, attended and prepared various in-house presentations on Governmental issues, and attended various other continuing education programs.

Experience:

She has experience working in various capacities from accountant to partner. She has significant experience with the following types of audits: School, Non-Profit and Commercial. She has been tax manager and has worked with several small business clients.

School Audit Experience:

She has completed thirty-three school audit seasons. She is responsible for the final review of all workpapers and reports.

Independence:

Ms. Janssen does not have and has not had during any period covered by this audit any interest, direct or indirect, in your center or any of its board members or officials.

AGREEMENT BETWEEN  
RICEVILLE COMMUNITY SCHOOL DISTRICT

AND

NOLTE, CORNMAN & JOHNSON, P.C.

THIS AGREEMENT made and entered into this 26<sup>TH</sup> day of FEBRUARY, 2018, by and between RICEVILLE COMMUNITY SCHOOL DISTRICT, hereinafter called School District and NOLTE, CORNMAN, & JOHNSON, P.C., hereinafter called "CPA".

WHEREAS, the RICEVILLE COMMUNITY SCHOOL DISTRICT wishes to obtain the services of the CPA to perform the annual audit required by Section 11.6, Code of Iowa, for the one year ended June 30, 2018; and

WHEREAS, the CPA is equipped and staffed to assist in the above audit; and

WHEREAS, this agreement is in the public interest in fulfilling the requirements of Chapter 11 of the Code of Iowa.

NOW, THEREFORE, BE IT UNDERSTOOD AND AGREED:

1. That the CPA will:

- A. Provide auditors of various classifications and for the estimated hours as detailed in 2.A of this agreement.
- B. Begin work on the audit engagement as specifically agreed upon with the School District.
- C. Perform all work in accordance with generally accepted auditing standard, Chapter 11 of the Code of Iowa and applicable federal requirements.
- D. Immediately inform the School District, the Auditor of State and County Attorney if the audit discloses any irregularity in the collection or disbursement of public funds.
- E. Provide access to the working papers to any appropriate federal agencies for the period of time specified in relevant agreements entered into by the School District.
- F. Provide access to the working papers to the Auditor of State in accordance with Chapter 11 of the Code of Iowa.

2. Conditions of Payment:

- A. It is understood that the fees for the services set forth above shall be reimbursed at the following hourly rates.

<u>Classification</u>	<u>Estimated Hours</u>	<u>Hourly Rate</u>
<u>Junior</u>	<u>22</u>	<u>70</u>
<u>Incharge</u>	<u>18</u>	<u>85</u>
<u>Audit Manager</u>	<u>15</u>	<u>100</u>
<u>Partner</u>	<u>10</u>	<u>125</u>
<u>Travel</u>	<u>Est. Cost</u>	<u>500</u>
<u>Secretarial</u>	<u>Est. Cost</u>	<u>500</u>

- B. The CPA shall present an invoice for services in the following manner: An invoice for 40% at the end of field work. An invoice for remainder at delivery of Audit Reports.
- C. Payment shall be made within 30 days of receipt of invoice.
- D. The total reimbursement for the audit shall not be for more than \$6,800 for the year ended June 30, 2018, except as specially agreed by the School District and the CPA.
- E. An additional fee will be charged at \$150 per hour for assistance with the Certified Annual Report.

3. Termination of Agreement:

- A. The School District may terminate this contract without notice if the CPA fails to perform the covenants or agreements contained herein.
- B. The CPA shall be paid for all work satisfactorily performed to the date of termination.

IN WITNESS THEREOF, RICEVILLE COMMUNITY SCHOOL DISTRICT  
AND CPA have executed this AGREEMENT as of the date indicated below.

CPA

*Nolte, Cornman & Johnson PC*  
NOLTE, CORNMAN & JOHNSON, P.C.

Date 2/26/18

(ENTITY)

By \_\_\_\_\_  
BOARD PRESIDENT

Date \_\_\_\_\_



AGREEMENT BETWEEN  
RICEVILLE COMMUNITY SCHOOL DISTRICT

AND

NOLTE, CORNMAN & JOHNSON, P.C.

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WHEREAS, the RICEVILLE COMMUNITY SCHOOL DISTRICT wishes to obtain the services of the CPA to perform the annual audit required by Section 11.6, Code of Iowa, for the three years ended June 30, 2020; and

WHEREAS, the CPA is equipped and staffed to assist in the above audit; and

WHEREAS, this agreement is in the public interest in fulfilling the requirements of Chapter 11 of the Code of Iowa.

NOW, THEREFORE, BE IT UNDERSTOOD AND AGREED:

1. That the CPA will:

- A. Provide auditors of various classifications and for the estimated hours as detailed in 2.A of this agreement.
- B. Begin work on the audit engagement as specifically agreed upon with the School District.
- C. Perform all work in accordance with generally accepted auditing standard, Chapter 11 of the Code of Iowa and applicable federal requirements.
- D. Immediately inform the School District, the Auditor of State and County Attorney if the audit discloses any irregularity in the collection or disbursement of public funds.
- E. Provide access to the working papers to any appropriate federal agencies for the period of time specified in relevant agreements entered into by the School District.
- F. Provide access to the working papers to the Auditor of State in accordance with Chapter 11 of the Code of Iowa.

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<u>Junior</u>	<u>22</u>	<u>70</u>
<u>Incharge</u>	<u>18</u>	<u>85</u>
<u>Audit Manager</u>	<u>15</u>	<u>100</u>
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<u>Travel</u>	<u>Est. Cost</u>	<u>500</u>
<u>Secretarial</u>	<u>Est. Cost</u>	<u>500</u>

- B. The CPA shall present an invoice for services in the following manner: An invoice for 40% at the end of field work. An invoice for remainder at delivery of Audit Reports.
- C. Payment shall be made within 30 days of receipt of invoice.
- D. The total reimbursement shall not be for more than \$6,800 for the year ended June 30, 2018, and \$7,200 for the year ended June 30, 2019, and \$7,500 for the year ended June 30, 2020, except as specially agreed by the School District and the CPA.
- E. An additional fee will be charged at \$150 per hour for assistance with the Certified Annual Report.

3. Termination of Agreement:

- A. The School District may terminate this contract without notice if the CPA fails to perform the covenants or agreements contained herein.
- B. The CPA shall be paid for all work satisfactorily performed to the date of termination.

IN WITNESS THEREOF, RICEVILLE COMMUNITY SCHOOL DISTRICT  
AND CPA have executed this AGREEMENT as of the date indicated below.

CPA

(ENTITY)



NOLTE, CORNMAN & JOHNSON, P.C.

Date 2/26/2018

By \_\_\_\_\_  
BOARD PRESIDENT

Date \_\_\_\_\_