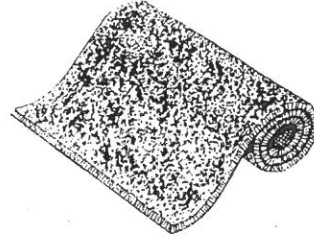
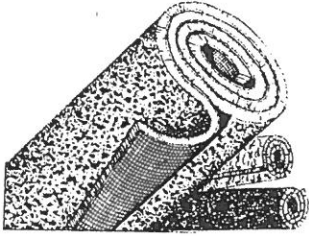


D & E Carpet Sales Inc.

All Floor Covering Needs

Box 289
118 West Main
Riceville, Iowa 50466
641-985-2105
Fax 641-985-6025



5-22-18

Riceville School Library

Carpet Tile: Mohawk Unexpected Mix – League	\$6704.80
Glue, Labor & Freight	2233.50
Take Up Glue – Down Carpet & Haul Away	740.00
New Vinyl Base	310.80
Door Metals	23.10
Seal Floor With Opti Seal (Depends On Residue From Old Glue)	<u>555.74</u>
Total	\$10567.94

*Any unforeseen floor prep or moldings will be discussed and extra.

*Terms are ½ down with balance due 30 days after completion.

Thank you for considering D & E Carpet Sales Inc.

Ship To:

Cory Schumann
Riceville High 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: **05/24/18**

Payment Terms: **Net 30**

Unloaded By **Included** Installed By **Included**

Quoted Price Includes Shipping and Freight Costs.

Qty	Manufacturer	Product Number	Description	Unit Price	Ext. Price
1	Mohawk	Carpeting	Renegade carpeting for Library *2'x2' Carpet tiles *224 total sq ft *Wall base *Adhesive	\$9,862.00	\$9,862.00
0			Includes tear out, disposal, labor.	\$0.00	\$0.00

Please contact me if I can be of further assistance.

Grand Total

\$9,862.00

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 manufacturer'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.

Acme Electric

Patrick Fair
4746 140th St.
Riceville IA 50466

Estimate

Date	Estimate #
2/2/2018	234

Customer

Riceville Community School
912 Woodland Ave
Riceville IA 50466

Home: (641) 985-2245
Cell: (641) 832-8312

New Ground Fault
Locator & Underground
Locates

Project

LED Lights

Description	Qty	Total
LED15T8/L48/DIM/850 75342 LAMP 4' LED Bulb	600	10,200.00
<p>Total Cost - 10,200</p> <p>Aliant Rebate - 5100</p> <hr/> <p>\$5,100</p> <p>8.50 bulb</p> <p>This estimate is for <u>600</u> bulb, not the <u>whole</u> school.</p>		

We appreciate your business.

Sales Tax (7.0%)

\$0.00

Total

\$10,200.00

1/3 of them

PER FIXTURE															
	New Equipment								Equipment Replaced						
	Lumens	Purchase Date	Install Date	Purchase Cost	Annual Hours of Oper.	Manufacturer of New Equipment	Model No. of New Equip.	(A) Qty. of New Fixtures	(B) Watt. of New Fixtures	(C) Total New Fixture Watts (A x B)	(D) Qty. of Old Fixtures	(E) Wattage	(F) Total Old Fixture Watts (D x E)	Watts Reduced (F - C)	
1 x 4 LED Troffer (LED Recessed Light Fixture)	≤ 3000							x	=		x	=			
	3001-4500							x	=		x	=			
	≥ 4501							x	=		x	=			
2 x 2 LED Troffer (LED Recessed Light Fixture)	≤ 3500							x	=		x	=			
	≥ 3501							x	=		x	=			
2 x 4 LED Troffer (LED Recessed Light Fixture)	≤ 4500							x	=		x	=			
	4501-6000							x	=		x	=			
	≥ 6001							x	=		x	=			
Surface & Suspended LED Linear Ambient Fixture	≤ 3000							x	=		x	=			
	3001-4500							x	=		x	=			
	4501-6000							x	=		x	=			
	6001-7500							x	=		x	=			
	≥ 7501							x	=		x	=			
LED High & Low Bay Fixtures	≤ 10,000							x	=		x	=			
	10001-15000							x	=		x	=			
	15001-20000							x	=		x	=			
	> 20001							x	=		x	=			
													Total Wattage Reduced (Sum)		
													Rebate	x \$0.50	
													Total		

SPECIFIC TERMS AND CONDITIONS

- A. Rebate amount is limited to 50% of electric equipment cost minus any manufacturer or dealer rebates.
 B. You must be an Alliant Energy customer.
 C. Must be DLC qualified as a LED linear replacement product.
 D. Calculate and include annual hours of operation, Example 24 hours per day, 7 days per week = 8,760 hours per year; 8 a.m. - 5 p.m. Monday - Friday = 2,340 hours per year.
 E. New construction does not qualify.
 F. LED retrofit kits are also eligible.

GENERAL TERMS AND CONDITIONS

IMPORTANT: Before completing and signing the form, please read the General Terms and Conditions located in the rebate booklet, or at alliantenergy.com/forms.

- No Endorsement.** Alliant Energy may have Dealer Participation Agreements with Dealers listed on the reverse of this document. However, Alliant Energy, its affiliates, employees, or agents ("Alliant Energy Parties") do not endorse any manufacturer, product, system design, claim, or vendor in connection with this rebate program.
- Limitation on Liability.** Alliant Energy Parties' liability will not exceed the amount of the rebate. Alliant Energy Parties are not liable for any equipment or services provided in connection with this rebate program. In no event will Alliant Energy Parties be liable for any special, incidental or consequential damages.
- Indemnification.** Customer and Dealer agree to defend, indemnify, and hold harmless Alliant Energy Parties from and against any and all loss, damage, expense, fees, costs and liability of any kind (including attorney's fees and court costs) arising from any claims related to the equipment, services, Dealer Participation Agreement, or this rebate claim.
- No Warranties.** Alliant Energy makes no warranties or representations of any kind regarding the equipment or any service provided in connection with this rebate program.
- Customer Certification.** Customer certifies that it purchased and will install the equipment listed on this rebate claim and that the information provided is true.

REMEMBER TO SIGN THE NEXT PAGE

Additional information continued →



LED REPLACEMENTS FOR LINEAR FLUORESCENTS - IOWA 2018 REBATE CLAIM FORM

Page 3 of 3

CUSTOMER SIGNATURE AND CERTIFICATION

I certify that I have purchased the equipment described in this form and that it has been installed at the service address indicated. I agree to the terms and conditions associated with this form.

☐ Customer installed equipment

☒ Dealer installed equipment (Dealer/Contractor must fill out Dealer Contractor or Store box below)

Customer Signature

Date

FOR DEALER, CONTRACTOR OR STORE ONLY

Dealer/Contractor/Store Name

Acme Electric

Dealer ID (if applicable)

Phone No.

(641) 832-8312

Address

4746 140th St.

City

Riceville

State

IA

ZIP

50466

I certify that all equipment and installation information provided on this application is correct and accurate.

Dealer/Contractor Signature:

Patricia Fin

Date:

2-2

Before you turn in your form:

- ☐ Fill out the form completely.
- ☐ Attach a copy of the sales receipt or invoice. Circle the energy-efficient equipment on the receipt.
- ☐ Include documentation listed in the instructions.
- ☐ Sign the Customer Signature and Certification section. If a dealer installed the equipment, the dealer must sign the Dealer, Contractor or Store section.
- ☐ Please submit your completed rebate form promptly along with any required receipts/invoices. The sooner we receive your claim form, the sooner you get your rebate! Rebate claims must be received no later than January 31, 2019 to be eligible.

Mail completed forms to:

Alliant Energy Rebate Center
P.O. Box 938
Cedar Rapids, IA 52406-0938
FAX: (319) 450-0218

To avoid delays and processing errors,
please choose only one option. Do not fax
AND mail your form.

Alliant Energy is the trade name of Interstate Power and Light Company (IPL). The utility providing the rebates is Interstate Power and Light Company (IPL), an Alliant Energy company, hereinafter referred to as Alliant Energy.

Please allow up to six to eight weeks for your rebate, after Alliant Energy receives your properly completed rebate claim form, receipts and any other required materials.

Rebate processing services are fulfilled for Alliant Energy by Michaels Energy located in Cedar Rapids, Iowa.

Questions? Call 1-866-ALLIANT (866-255-4268) or visit us online at alliantenergy.com.

Linear Fluorescent Lighting Cost Calculation

Courtesy of Pacific Gas and Electric Company
Food Service Technology Center
fishnick.com

→ less wattage
15 watt
→ gaining more
\$1

	New Lamps	Old Lamps
About the Lamps:		
Lamp Type:	LED (15 Watt)	T8 (32 Watt)
Number of Fixtures:	600	600
Number of Lamps per Fixture:	1	1
Lamp Wattage: (W)	15	32
Ballast Factor:	1.00	1.00
Use and Energy Costs:		
Operating Hours per Day: (h/day)	10.0	10.0
Operating Days per Year: (d/year)	1	1
Electric Cost per kWh: (\$/kWh)	\$0.1394	\$0.1394
Results:		
Electric Energy Rate: (kW)	9.00	19.20
Annual Energy Consumption: (kWh)	90	192
Annual Cost:	\$12.55	\$26.76

Close

Print

with ballast

Linear Fluorescent Lighting Cost Calculation

Courtesy of Pacific Gas and Electric Company
Food Service Technology Center
fishnick.com

	New Lamps	Old Lamps
About the Lamps:		
Lamp Type:	LED (15 Watt)	T8 (32 Watt)
Number of Fixtures:	600	600
Number of Lamps per Fixture:	1	1
Lamp Wattage: (W)	15	32
Ballast Factor:	1.00	1.00
Use and Energy Costs:		
Operating Hours per Day: (h/day)	10.0	10.0
Operating Days per Year: (d/year)	178	178
Electric Cost per kWh: (\$/kWh)	\$0.1394	\$0.1394
Results:		
Electric Energy Rate: (kW)	9.00	19.20
Annual Energy Consumption: (kWh)	16020	34176
Annual Cost:	\$2233.19	\$4764.13

Close

Print

on light bulb alone
 $2,530.94 \times 2\text{yr} = 5061.88$

**AGREEMENT BETWEEN
OSAGE COMMUNITY SCHOOL DISTRICT AND
RICEVILLE COMMUNITY SCHOOL DISTRICT
FOR SHARED SUPERINTENDENT**

THIS AGREEMENT is made and entered into as of this 25th day of June, 2018, by and between the OSAGE Community School District (hereinafter "OSAGE") and the RICEVILLE Community School District (hereinafter "RICEVILLE").

RECITALS:

Whereas, the parties to this Agreement are school corporations organized and existing as public school districts under the laws of the State of Iowa; and

Whereas, the parties require the services of a Superintendent for the 2018-2019 school year; and

Whereas, Iowa Code Section 280.15 provides that two or more public school districts may jointly employ and share the services of any school personnel, and Iowa Code Section 279.20 provides that boards of directors of school districts may jointly exercise powers related to employment of a Superintendent, and Iowa Code Section 257.11(7) provides incentives for school districts to share operational functions;

The parties have determined that it is in the best interests of each of them to share the services of a Superintendent employed by Osage, pursuant to the terms of this Agreement.

NOW, THEREFORE, the parties agree as follows:

Section 1. Purpose. The purpose of this Agreement is to provide a means by which the parties may share the services of a Superintendent. The Superintendent will be Barb A. Schwamman. The Superintendent shall be the executive officer of the board of directors for each of the parties and shall have such powers and duties in relationship to each of the parties as may be prescribed by law, policies or rules adopted by each board, or the Superintendent's employment contract. The Superintendent shall, at all times, conduct herself in a professional manner in accordance with established professional standards applicable to superintendents.

Section 2. Duration. The term of this Agreement shall begin on July 1, 2018 and shall remain in effect until June 30, 2019, unless otherwise terminated as provided in this Agreement. After expiration of the term of the Agreement, the Agreement may be renewed for an additional term as may be mutually agreed upon by the parties in writing.

Section 3. Administration. Osage shall be the employer of the Superintendent for purposes of this Agreement and for purposes of compliance with all federal and state laws relating to employment. As the employer, Osage shall provide and pay for any wages and benefits due the Superintendent in accordance with Osage's personnel policies and contracts and shall provide all requisite insurance for the Superintendent, including worker's compensation insurance. The salary and benefits provided to the Superintendent for services performed, and other terms of employment, may be reviewed and negotiated between the parties while this Agreement is in effect, subject to the provisions of any applicable personnel policies or contracts. The salary for the Superintendent for providing shared superintendent services during the 2018-2019 school year is \$159,900. Osage has the sole authority to hire, train, discipline, and dismiss the Superintendent, and the Superintendent shall at all times be governed by the personnel policies of Osage. The responsibility for the evaluation of the Superintendent's performance shall remain with Osage, pursuant to established procedures. Input shall be received from Riceville prior to conducting any formal evaluation.

Osage shall share the services of the Superintendent with Riceville in accordance with this Agreement. It is understood that this Agreement is not and shall not be construed as a contract between the Superintendent and Riceville. The Superintendent shall remain, for all purposes, an employee of Osage. It is agreed that representatives of the parties shall meet as needed to discuss issues related to the sharing of the Superintendent.

Section 4. Schedule. The Superintendent shall maintain a regular day-to-day work schedule for the parties. The Superintendent shall in good faith schedule an amount of time per week to be physically present in Osage and Riceville which is appropriate and consistent with this Agreement and with the expectation that her services will be shared by the parties on the basis of an allocation of 80% Osage and 20% Riceville. The Superintendent shall make a good faith effort to attend all meetings of the board of directors of each party, unless otherwise agreed. The parties agree to cooperate as needed with respect to scheduling in order to ensure that all required services are provided by the Superintendent to each party.

Section 5. Leaves. Vacation, sick leave, and personal leave and time for professional meetings and seminars for the Superintendent shall be as specified in the Superintendent's contract with Osage.

Section 6. Compensation.

- a. Osage shall arrange and pay for the Superintendent's annual salary. Riceville shall be responsible for 50,00.00, plus FICA and IPERS for the 2018-2019 school year. Riceville shall make such reimbursement to Osage twice a year installments (Dec. & June).
- b. Mileage between districts that occurs during the school day will be reimbursed at the Osage Community School Districts set cost per mile upon receipt of a mileage report in December and June of each year.

- c. Each party shall be responsible for any professional dues, registration, reimbursable travel, lodging, or other expenses incurred by the Superintendent when representing that party in professional organizations or at professional or other related conventions, conferences, meetings, or activities. When the Superintendent is representing both parties in professional organizations or at professional or other related conventions, conferences, meetings, or activities, any professional dues, registration, reimbursable travel, lodging, or other expenses incurred by the Superintendent shall be paid by Osage, with Riceville reimbursing Osage for 50% of the expenses within thirty (30) days of receipt of invoice from Osage documenting the expenses, unless otherwise agreed by the parties. The boards of directors of each party must pre-approve registration, travel, lodging, meals and other associated expenses related to out-of-state professional or other related conventions, conferences, meetings, or activities.
- d. The parties agree to cooperate as needed with respect to compensation issues. In the event of a disagreement regarding expenses and sharing or apportionment of expenses, the presidents of each of the party's board of directors will attempt to resolve the dispute. If they are unsuccessful, the issue shall be referred to a committee comprised of two board members from each party for resolution.

Section 7. Insurance. Each of the parties shall carry comprehensive general liability insurance for protection of such party from liability arising out of the actions or inactions of the party, including those actions or inactions of the Superintendent while acting within the scope of duties for the party. The comprehensive general liability insurance shall also provide protection for the Superintendent to the extent allowed by law. Liability policies shall have limits of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate, which limit can be met with a combination of primary and umbrella policies. Osage shall also carry worker's compensation insurance in an amount as required by law and employer's liability insurance in amounts of not less than \$500,000 per accident per employee/\$500,000 policy limit.

All required insurance shall be obtained from issuers of recognized responsibility licensed to do business in the State of Iowa. Each party shall be furnished with a certificate of insurance required under this Agreement upon request. Such policies shall not be modified or cancelled except upon at least thirty (30) calendar days' prior written notice to the other party to this Agreement.

Section 8. Indemnification. To the extent permitted by law, each of the parties shall protect, defend, hold harmless, and indemnify the other party from and against any and all claims, liability, damages, losses, and expenses, including reasonable attorneys' fees, arising out of the actions or inactions of the indemnifying party, including those actions or inactions of the Superintendent while acting within the scope of duties for the indemnifying party.

Section 9. Termination. Unless otherwise agreed to by the parties, this Agreement shall automatically terminate June 30, 2019, or in the event that Osage no longer employs Barb A. Schwamman as Superintendent, whichever event occurs first. In addition, this Agreement may be terminated upon mutual written agreement of the parties at any time.

Section 10. Miscellaneous.

a. The headings of this Agreement are inserted for convenience of reference only and in no way describe or limit the scope or intent of this Agreement or any of the provisions hereof.

b. This Agreement may only be modified or amended by mutual written agreement of the parties.

c. In case any one or more of the provisions contained in this Agreement shall be declared invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.

d. All notices or other communications to be given under this Agreement shall be deemed given when either personally delivered or mailed by first class mail, postage prepaid, to the Board Secretary of the recipient District.

e. The parties agree that this Agreement shall be governed by the laws of the State of Iowa.

f. No party may assign this Agreement or subcontract any of the duties, in whole or in part, without the prior written consent of the other party. Subject to the foregoing, this Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors and assigns.

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

h. No waiver of the breach of any terms or conditions of this Agreement shall constitute a waiver of any other or succeeding breach of the same or other provisions of this Agreement.

i. This Agreement supersedes all previous agreements, contracts, addenda, amendments, arrangements, and understandings, and constitutes the entire agreement between the parties with respect to the subject matter hereof.

j. 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.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates set forth below their signatures.

OSAGE COMMUNITY
SCHOOL DISTRICT

RICEVILLE COMMUNITY SCHOOL
COMMUNITY SCHOOL DISTRICT

By _____
Board President

By _____
Board President

Date _____

Date _____

ATTEST:

ATTEST:

Board Secretary

Board Secretary

**OPERATIONAL SHARING AGREEMENT BETWEEN
OSAGE COMMUNITY SCHOOL DISTRICT AND
RICEVILLE COMMUNITY SCHOOL DISTRICT FOR
SHARED DIRECTOR OF CURRICULUM**

THIS AGREEMENT is made and entered into as of this 25th day of June, 2018, by and between the OSAGE Community School District (hereinafter "OSAGE") and the RICEVILLE Community School District (hereinafter "RICEVILLE").

WHEREAS, both OSAGE and RICEVILLE are municipal corporations organized and existing as public school districts under the laws of the State of Iowa; and

WHEREAS, both RICEVILLE and OSAGE require the services of a Director of Curriculum for the 2018-2019 school year; and

WHEREAS, OSAGE currently employs a Director of Curriculum and is willing to share the services of its Director of Curriculum with RICEVILLE; and

WHEREAS, Iowa Code Section 280.15 provides that two or more public school districts may jointly employ and share the services of any school personnel; and

WHEREAS, Iowa Code Section 257.11(5) authorizes financial incentives for operational sharing among public school districts; and

WHEREAS, OSAGE and RICEVILLE have determined that it is in the best interests of each of them to share the services of a Director of Curriculum employed by OSAGE, pursuant to the terms of this Agreement.

NOW, THEREFORE, the parties agree as follows:

1. Purpose. The purpose of this Agreement is to provide a means by which the parties may share the services of a Director of Curriculum. This Director of Curriculum shall be designated as Sarah Leichsenring.

The Director of Curriculum shall perform such duties in service to each party as prescribed by the respective job descriptions for the Director of Curriculum for each party, OSAGE'S employment contract for the Director of Curriculum, and any applicable policies or rules adopted by each party. The job descriptions for the Director of Curriculum for both OSAGE and RICEVILLE are attached to this Agreement as Exhibit A and the OSAGE employment contract for the Director of Curriculum is attached to this Agreement as Exhibit B, both of which are incorporated herein by reference.

2. Duration. This Agreement shall become effective July 1, 2018 shall remain in effect until June 30, 2019, unless otherwise terminated as provided in this Agreement. This Agreement

may be renewed for additional terms of one year each as mutually agreed upon by the parties, in writing, prior to the then current term's expiration date.

3. Administration. OSAGE shall be the employer of the Director of Curriculum for purposes of this Agreement and for purposes of compliance with all federal and state laws relating to employment. As the employer, OSAGE shall provide and pay for any wages and benefits due the Director of Curriculum in accordance with OSAGE's personnel policies and contracts and shall provide all requisite insurance for the employee, including workers' compensation insurance.

The salary for the Director of Curriculum for the 2018-2019 school year is \$70,000.00. The benefits for the Director of Curriculum for the 2018-2019 school year shall be arranged by OSAGE and shall be in accordance with OSAGE's personnel policies and contracts. Personal days, sick days, and other leave time shall be as specified in OSAGE's personnel policies and contracts. The salary and benefits provided to the Director of Curriculum for services performed, and other terms of employment, may be reviewed and negotiated between the parties while this Agreement is in effect, subject to the provisions of any applicable personnel policies or contracts.

OSAGE has the sole authority to hire, train, evaluate, discipline, and discharge the Director of Curriculum, and the Director of Curriculum shall at all times be governed by the personnel policies of OSAGE. OSAGE agrees to share the services of the Director of Curriculum with RICEVILLE in accordance with this Agreement. It is understood that this Agreement is not and shall not be construed as a contract between the Director of Curriculum and RICEVILLE, and the Director of Curriculum shall remain, for all purposes, an employee of OSAGE. It is agreed that representatives of the parties shall meet as needed to discuss issues related to the sharing of the Director of Curriculum. OSAGE shall seek input from RICEVILLE prior to conducting any formal evaluation of the Director of Curriculum.

4. Schedule. The Director of Curriculum shall maintain a regular day-to-day work schedule for the parties. Approximately 80% of the Director of Curriculum's time shall be spent performing services for OSAGE, and approximately 20% of the Director of Curriculum's time shall be spent performing services for RICEVILLE. It is understood by the parties that a certain amount of flexibility needs to be exercised in this regard and thereby agree to cooperate as needed with respect to scheduling in order to ensure that all required services are provided by the Director of Curriculum to each party.

5. Compensation.

- a. RICEVILLE agrees to reimburse OSAGE for services performed by the Director of Curriculum in the amount of 35,000.00. Riceville shall make such reimbursement to Osage twice a year installments (Dec. & June).
- b. Mileage between districts that occurs during the school day will be reimbursed at the Osage Community School Districts set cost per mile upon receipt of a mileage report in December and June of each year.

- c. Each party shall be responsible for any reimbursable travel or other expenses incurred by the Director of Curriculum on its behalf pursuant to this Agreement. In the event such expenses jointly benefit the parties, OSAGE shall be responsible for 50% of the actual costs and RICEVILLE shall be responsible for 50% of the actual costs. Such payments shall be made within thirty (30) days of receipt of invoice documenting the expenses. The boards of directors of each party must pre-approve registration, travel, lodging, meals and other associated expenses related to out-of-state professional or other related meetings or activities.

Section 7. Insurance. Each of the parties shall carry comprehensive general liability insurance for protection of such party from any liability arising out of any accidents or other occurrence causing any injury and/or damage to any person and/or property due directly or indirectly to the actions or inactions of the Director of Curriculum while performing services for the party. The liability insurance shall also provide protection for the Director of Curriculum to the extent allowed by law. Liability insurance policies shall have limits of not less than \$ 1,000,000 per occurrence and \$2,000,000 annual aggregate, which limits may be met with a combination of primary and umbrella policies. OSAGE shall also carry worker's compensation insurance in an amount as required by law and employer's liability insurance in amounts of not less than \$500,000 per accident per employee/\$500,000 policy limit.

All required insurance shall be obtained from issuers of recognized responsibility licensed to do business in the State of Iowa. Each party shall be furnished with a certificate of insurance required under this Agreement upon request. Such policies shall not be modified or cancelled except upon at least thirty (30) calendar days' prior written notice to the other party to this Agreement.

8. Indemnification. To the extent permitted by law, each party shall indemnify and hold harmless the other party from and against any and all claims, liabilities, damages, losses, costs, and expenses, including reasonable attorney fees, arising out of (i) the actions or inactions of the Director of Transportation while performing services for the indemnifying party, or (ii) any negligence or breach of this Agreement by the indemnifying party.

9. Termination. This Agreement shall terminate upon the expiration of the term set forth in this Agreement or any mutually agreed upon renewal term. However, this Agreement shall terminate prior to expiration of said term in the event that OSAGE no longer employs Robert Meyer as the Director of Curriculum or in the event state sharing incentive dollars are eliminated by legislative action, unless otherwise mutually agreed upon by the parties. In addition, this Agreement may be terminated upon the mutual agreement of the parties at any time.

10. Miscellaneous.

a. The headings of this Agreement are inserted for convenience of reference only and in no way describe or limit the scope or intent of this Agreement or any of the provisions hereof.

b. This Agreement may only be modified or amended by mutual written agreement of the parties.

c. In case any one or more of the provisions contained in this Agreement shall be declared invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.

d. All notices or other communications to be given under this Agreement shall be deemed given when either personally delivered or mailed by first class mail, postage prepaid, to the Board Secretary of the recipient District.

e. The parties agree that this Agreement shall be governed by the laws of the State of Iowa.

f. No party may assign this Agreement or subcontract any of the duties, in whole or in part, without the prior written consent of the other party. Subject to the foregoing, this Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors and assigns.

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

h. No waiver of the breach of any terms or conditions of this Agreement shall constitute a waiver of any other or succeeding breach of the same or other provisions of this Agreement.

i. This Agreement supersedes all previous agreements, contracts, addenda, amendments, arrangements, and understandings, and constitutes the entire agreement between the parties with respect to the subject matter hereof.

j. 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.

THIS AGREEMENT has been approved by appropriate action and duly executed by the parties on the dates written below.

THIS AGREEMENT has been approved by appropriate action and duly executed by the parties on the dates written below.

OSAGE COMMUNITY SCHOOL
DISTRICT

RICEVILLE COMMUNITY SCHOOL
DISTRICT

By _____

By _____

Name: _____

Name: _____

Title: Board President

Title: Board President

Date: _____

Date: _____

ATTEST:

ATTEST:

Board Secretary

Board Secretary

**OPERATIONAL SHARING AGREEMENT BETWEEN
OSAGE COMMUNITY SCHOOL DISTRICT AND
RICEVILLE COMMUNITY SCHOOL DISTRICT FOR
SHARED OPERATIONS AND MAINTENANCE MANAGEMENT**

THIS AGREEMENT is made and entered into as of this 25th day of June, 2018, by and between the OSAGE Community School District (hereinafter "OSAGE") and the RICEVILLE Community School District (hereinafter "RICEVILLE").

WHEREAS, both OSAGE and RICEVILLE are municipal corporations organized and existing as public school districts under the laws of the State of Iowa; and

WHEREAS, both RICEVILLE and OSAGE require the services of a Director of Operations and Maintenance Management for the 2018-2019 school year; and

WHEREAS, OSAGE currently employs a Director of Operations and Maintenance Management and is willing to share the services of its Operations and Maintenance Management with RICEVILLE; and

WHEREAS, Iowa Code Section 280.15 provides that two or more public school districts may jointly employ and share the services of any school personnel; and

WHEREAS, Iowa Code Section 257.11(5) authorizes financial incentives for operational sharing among public school districts; and

WHEREAS, OSAGE and RICEVILLE have determined that it is in the best interests of each of them to share the services of a Director of Operations and Maintenance Management employed by OSAGE, pursuant to the terms of this Agreement.

NOW, THEREFORE, the parties agree as follows:

1. Purpose. The purpose of this Agreement is to provide a means by which the parties may share the services of a Director of Operations and Maintenance Management. This Director of Operations and Maintenance Management shall be designated as Tracy Mullenbach.

The Director of Operations and Maintenance Management shall perform such duties in service to each party as prescribed by the respective job descriptions for the Director of Maintenance for each party, OSAGE'S employment contract for the Director of Operations and Maintenance Management, and any applicable policies or rules adopted by each party. The job descriptions for the Director of Operations and Maintenance Management, for both OSAGE and RICEVILLE are attached to this Agreement as Exhibit A and the OSAGE employment contract for the Director of Operations and Maintenance Management, is attached to this Agreement as Exhibit B, both of which are incorporated herein by reference.

2. Duration. This Agreement shall become effective July 1, 2018 shall remain in effect until June 30, 2019, unless otherwise terminated as provided in this Agreement. This Agreement may be renewed for additional terms of one year each as mutually agreed upon by the parties, in writing, prior to the then current term's expiration date.

**OPERATIONAL SHARING AGREEMENT BETWEEN
OSAGE COMMUNITY SCHOOL DISTRICT AND
RICEVILLE COMMUNITY SCHOOL DISTRICT FOR
SHARED OPERATIONS AND MAINTENANCE MANAGEMENT**

3. Administration. OSAGE shall be the employer of the Director of Operations and Maintenance Management for purposes of this Agreement and for purposes of compliance with all federal and state laws relating to employment. As the employer, OSAGE shall provide and pay for any wages and benefits due the Director of Operations and Maintenance Management, in accordance with OSAGE's personnel policies and contracts and shall provide all requisite insurance for the employee, including workers' compensation insurance.

The pay for the Director of Operations and Maintenance Management, for the 2018-2019 school year is 17.31 per hour. The benefits for the Operations and Maintenance Management, for the 2018-2019 school year shall be arranged by OSAGE and shall be in accordance with OSAGE's personnel policies and contracts. Personal days, sick days, and other leave time shall be as specified in OSAGE's personnel policies and contracts. The salary and benefits provided to the Director of Operations and Maintenance Management for services performed, and other terms of employment, may be reviewed and negotiated between the parties while this Agreement is in effect, subject to the provisions of any applicable personnel policies or contracts.

OSAGE has the sole authority to hire, train, evaluate, discipline, and discharge the Director of Operations and Maintenance Management, and the Director of Operations and Maintenance Management shall at all times be governed by the personnel policies of OSAGE. OSAGE agrees to share the services of the Director of Operations and Maintenance Management with RICEVILLE in accordance with this Agreement. It is understood that this Agreement is not and shall not be construed as a contract between the Director of Operations and Maintenance Management and RICEVILLE, and the Director of Operations and Maintenance Management shall remain, for all purposes, an employee of OSAGE. It is agreed that representatives of the parties shall meet as needed to discuss issues related to the sharing of the Director of Operations and Maintenance Management. OSAGE shall seek input from RICEVILLE prior to conducting any formal evaluation of the Director of Operations and Maintenance Management.

4. Schedule. The Director of Operations and Maintenance Management shall maintain a regular day-to-day work schedule for the parties. Approximately 80% of the Director of Operations and Maintenance Management time shall be spent performing services for OSAGE, and approximately 20% of the Director of Operations and Maintenance Management time shall be spent performing services for RICEVILLE. It is understood by the parties that a certain amount of flexibility needs to be exercised in this regard and thereby agree to cooperate as needed with respect to scheduling in order to ensure that all required services are provided by the Director of Operations and Maintenance Management to each party.

5. Compensation.

- a. RICEVILLE agrees to reimburse OSAGE for services performed by the Director of Operations and Maintenance Management in the amount of \$8,300.00 Plus FICA and IPERS. Riceville shall make such reimbursement to Osage twice a year installments (Dec. & June).

**OPERATIONAL SHARING AGREEMENT BETWEEN
OSAGE COMMUNITY SCHOOL DISTRICT AND
RICEVILLE COMMUNITY SCHOOL DISTRICT FOR
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- b. Mileage between districts that occurs during the school day will be reimbursed at the Osage Community School Districts set cost per mile upon receipt of a mileage report in December and June of each year.
- c. Each party shall be responsible for any reimbursable travel or other expenses incurred by the Director of Operations and Maintenance Management on its behalf pursuant to this Agreement. In the event such expenses jointly benefit the parties, OSAGE shall be responsible for 50% of the actual costs and RICEVILLE shall be responsible for 50% of the actual costs. Such payments shall be made within thirty (30) days of receipt of invoice documenting the expenses. The boards of directors of each party must pre-approve registration, travel, lodging, meals and other associated expenses related to out-of-state professional or other related meetings or activities.

Section 7. Insurance. Each of the parties shall carry comprehensive general liability insurance for protection of such party from any liability arising out of any accidents or other occurrence causing any injury and/or damage to any person and/or property due directly or indirectly to the actions or inactions of the Director of Maintenance while performing services for the party. The liability insurance shall also provide protection for the Director of Maintenance to the extent allowed by law. Liability insurance policies shall have limits of not less than \$ 1,000,000 per occurrence and \$2,000,000 annual aggregate, which limits may be met with a combination of primary and umbrella policies. OSAGE shall also carry worker's compensation insurance in an amount as required by law and employer's liability insurance in amounts of not less than \$500,000 per accident per employee/\$500,000 policy limit.

All required insurance shall be obtained from issuers of recognized responsibility licensed to do business in the State of Iowa. Each party shall be furnished with a certificate of insurance required under this Agreement upon request. Such policies shall not be modified or cancelled except upon at least thirty (30) calendar days' prior written notice to the other party to this Agreement.

8. Indemnification. To the extent permitted by law, each party shall indemnify and hold harmless the other party from and against any and all claims, liabilities, damages, losses, costs, and expenses, including reasonable attorney fees, arising out of (i) the actions or inactions of the Director of Maintenance while performing services for the indemnifying party, or (ii) any negligence or breach of this Agreement by the indemnifying party.

9. Termination. This Agreement shall terminate upon the expiration of the term set forth in this Agreement or any mutually agreed upon renewal term. However, this Agreement shall terminate prior to expiration of said term in the event that OSAGE no longer employs Tracy Mullenbach as the Director of Operations and Maintenance Management or in the event state sharing incentive dollars are eliminated by legislative action, unless otherwise mutually agreed upon by the parties. In addition, this Agreement may be terminated upon the mutual agreement of the parties at any time.

**OPERATIONAL SHARING AGREEMENT BETWEEN
OSAGE COMMUNITY SCHOOL DISTRICT AND
RICEVILLE COMMUNITY SCHOOL DISTRICT FOR
SHARED OPERATIONS AND MAINTENANCE MANAGEMENT**

10. Miscellaneous.

a. The headings of this Agreement are inserted for convenience of reference only and in no way describe or limit the scope or intent of this Agreement or any of the provisions hereof.

b. This Agreement may only be modified or amended by mutual written agreement of the parties.

c. In case any one or more of the provisions contained in this Agreement shall be declared invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.

d. All notices or other communications to be given under this Agreement shall be deemed given when either personally delivered or mailed by first class mail, postage prepaid, to the Board Secretary of the recipient District.

e. The parties agree that this Agreement shall be governed by the laws of the State of Iowa.

f. No party may assign this Agreement or subcontract any of the duties, in whole or in part, without the prior written consent of the other party. Subject to the foregoing, this Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors and assigns.

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

h. No waiver of the breach of any terms or conditions of this Agreement shall constitute a waiver of any other or succeeding breach of the same or other provisions of this Agreement.

i. This Agreement supersedes all previous agreements, contracts, addenda, amendments, arrangements, and understandings, and constitutes the entire agreement between the parties with respect to the subject matter hereof.

j. 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.

**OPERATIONAL SHARING AGREEMENT BETWEEN
OSAGE COMMUNITY SCHOOL DISTRICT AND
RICEVILLE COMMUNITY SCHOOL DISTRICT FOR
SHARED OPERATIONS AND MAINTENANCE MANAGEMENT**

THIS AGREEMENT has been approved by appropriate action and duly executed by the parties on the dates written below.

OSAGE COMMUNITY SCHOOL
DISTRICT

RICEVILLE COMMUNITY SCHOOL
DISTRICT

By _____

By _____

Name: _____

Name: _____

Title: Board President

Title: Board President

Date: _____

Date: _____

ATTEST:

ATTEST:

Board Secretary

Board Secretary

**OPERATIONAL SHARING AGREEMENT BETWEEN
OSAGE COMMUNITY SCHOOL DISTRICT AND
RICEVILLE COMMUNITY SCHOOL DISTRICT FOR
SHARED OPERATIONS AND MAINTENANCE MANAGEMENT**

THIS AGREEMENT is made and entered into as of this 25th day of June, 2018, by and between the OSAGE Community School District (hereinafter "OSAGE") and the RICEVILLE Community School District (hereinafter "RICEVILLE").

WHEREAS, both OSAGE and RICEVILLE are municipal corporations organized and existing as public school districts under the laws of the State of Iowa; and

WHEREAS, both RICEVILLE and OSAGE require the services of a Director of Operations and Maintenance Management for the 2018-2019 school year; and

WHEREAS, OSAGE currently employs a Director of Operations and Maintenance Management and is willing to share the services of its Operations and Maintenance Management with RICEVILLE; and

WHEREAS, Iowa Code Section 280.15 provides that two or more public school districts may jointly employ and share the services of any school personnel; and

WHEREAS, Iowa Code Section 257.11(5) authorizes financial incentives for operational sharing among public school districts; and

WHEREAS, OSAGE and RICEVILLE have determined that it is in the best interests of each of them to share the services of a Director of Operations and Maintenance Management employed by OSAGE, pursuant to the terms of this Agreement.

NOW, THEREFORE, the parties agree as follows:

1. Purpose. The purpose of this Agreement is to provide a means by which the parties may share the services of a Director of Operations and Maintenance Management. This Director of Operations and Maintenance Management shall be designated as Tracy Mullenbach.

The Director of Operations and Maintenance Management shall perform such duties in service to each party as prescribed by the respective job descriptions for the Director of Maintenance for each party, OSAGE'S employment contract for the Director of Operations and Maintenance Management, and any applicable policies or rules adopted by each party. The job descriptions for the Director of Operations and Maintenance Management, for both OSAGE and RICEVILLE are attached to this Agreement as Exhibit A and the OSAGE employment contract for the Director of Operations and Maintenance Management, is attached to this Agreement as Exhibit B, both of which are incorporated herein by reference.

2. Duration. This Agreement shall become effective July 1, 2018 shall remain in effect until June 30, 2019, unless otherwise terminated as provided in this Agreement. This Agreement may be renewed for additional terms of one year each as mutually agreed upon by the parties, in writing, prior to the then current term's expiration date.

**OPERATIONAL SHARING AGREEMENT BETWEEN
OSAGE COMMUNITY SCHOOL DISTRICT AND
RICEVILLE COMMUNITY SCHOOL DISTRICT FOR
SHARED OPERATIONS AND MAINTENANCE MANAGEMENT**

3. Administration. OSAGE shall be the employer of the Director of Operations and Maintenance Management for purposes of this Agreement and for purposes of compliance with all federal and state laws relating to employment. As the employer, OSAGE shall provide and pay for any wages and benefits due the Director of Operations and Maintenance Management, in accordance with OSAGE's personnel policies and contracts and shall provide all requisite insurance for the employee, including workers' compensation insurance.

The pay for the Director of Operations and Maintenance Management, for the 2018-2019 school year is 17.31 per hour. The benefits for the Operations and Maintenance Management, for the 2018-2019 school year shall be arranged by OSAGE and shall be in accordance with OSAGE's personnel policies and contracts. Personal days, sick days, and other leave time shall be as specified in OSAGE's personnel policies and contracts. The salary and benefits provided to the Director of Operations and Maintenance Management for services performed, and other terms of employment, may be reviewed and negotiated between the parties while this Agreement is in effect, subject to the provisions of any applicable personnel policies or contracts.

OSAGE has the sole authority to hire, train, evaluate, discipline, and discharge the Director of Operations and Maintenance Management, and the Director of Operations and Maintenance Management shall at all times be governed by the personnel policies of OSAGE. OSAGE agrees to share the services of the Director of Operations and Maintenance Management with RICEVILLE in accordance with this Agreement. It is understood that this Agreement is not and shall not be construed as a contract between the Director of Operations and Maintenance Management and RICEVILLE, and the Director of Operations and Maintenance Management shall remain, for all purposes, an employee of OSAGE. It is agreed that representatives of the parties shall meet as needed to discuss issues related to the sharing of the Director of Operations and Maintenance Management. OSAGE shall seek input from RICEVILLE prior to conducting any formal evaluation of the Director of Operations and Maintenance Management.

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5. Compensation.

- a. RICEVILLE agrees to reimburse OSAGE for services performed by the Director of Operations and Maintenance Management in the amount of \$8,300.00 Plus FICA and IPERS. Riceville shall make such reimbursement to Osage twice a year installments (Dec. & June).

**OPERATIONAL SHARING AGREEMENT BETWEEN
OSAGE COMMUNITY SCHOOL DISTRICT AND
RICEVILLE COMMUNITY SCHOOL DISTRICT FOR
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- c. Each party shall be responsible for any reimbursable travel or other expenses incurred by the Director of Operations and Maintenance Management on its behalf pursuant to this Agreement. In the event such expenses jointly benefit the parties, OSAGE shall be responsible for 50% of the actual costs and RICEVILLE shall be responsible for 50% of the actual costs. Such payments shall be made within thirty (30) days of receipt of invoice documenting the expenses. The boards of directors of each party must pre-approve registration, travel, lodging, meals and other associated expenses related to out-of-state professional or other related meetings or activities.

Section 7. Insurance. Each of the parties shall carry comprehensive general liability insurance for protection of such party from any liability arising out of any accidents or other occurrence causing any injury and/or damage to any person and/or property due directly or indirectly to the actions or inactions of the Director of Maintenance while performing services for the party. The liability insurance shall also provide protection for the Director of Maintenance to the extent allowed by law. Liability insurance policies shall have limits of not less than \$ 1,000,000 per occurrence and \$2,000,000 annual aggregate, which limits may be met with a combination of primary and umbrella policies. OSAGE shall also carry worker's compensation insurance in an amount as required by law and employer's liability insurance in amounts of not less than \$500,000 per accident per employee/\$500,000 policy limit.

All required insurance shall be obtained from issuers of recognized responsibility licensed to do business in the State of Iowa. Each party shall be furnished with a certificate of insurance required under this Agreement upon request. Such policies shall not be modified or cancelled except upon at least thirty (30) calendar days' prior written notice to the other party to this Agreement.

8. Indemnification. To the extent permitted by law, each party shall indemnify and hold harmless the other party from and against any and all claims, liabilities, damages, losses, costs, and expenses, including reasonable attorney fees, arising out of (i) the actions or inactions of the Director of Maintenance while performing services for the indemnifying party, or (ii) any negligence or breach of this Agreement by the indemnifying party.

9. Termination. This Agreement shall terminate upon the expiration of the term set forth in this Agreement or any mutually agreed upon renewal term. However, this Agreement shall terminate prior to expiration of said term in the event that OSAGE no longer employs Tracy Mullenbach as the Director of Operations and Maintenance Management or in the event state sharing incentive dollars are eliminated by legislative action, unless otherwise mutually agreed upon by the parties. In addition, this Agreement may be terminated upon the mutual agreement of the parties at any time.

**OPERATIONAL SHARING AGREEMENT BETWEEN
OSAGE COMMUNITY SCHOOL DISTRICT AND
RICEVILLE COMMUNITY SCHOOL DISTRICT FOR
SHARED OPERATIONS AND MAINTENANCE MANAGEMENT**

10. Miscellaneous.

a. The headings of this Agreement are inserted for convenience of reference only and in no way describe or limit the scope or intent of this Agreement or any of the provisions hereof.

b. This Agreement may only be modified or amended by mutual written agreement of the parties.

c. In case any one or more of the provisions contained in this Agreement shall be declared invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.

d. All notices or other communications to be given under this Agreement shall be deemed given when either personally delivered or mailed by first class mail, postage prepaid, to the Board Secretary of the recipient District.

e. The parties agree that this Agreement shall be governed by the laws of the State of Iowa.

f. No party may assign this Agreement or subcontract any of the duties, in whole or in part, without the prior written consent of the other party. Subject to the foregoing, this Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors and assigns.

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

h. No waiver of the breach of any terms or conditions of this Agreement shall constitute a waiver of any other or succeeding breach of the same or other provisions of this Agreement.

i. This Agreement supersedes all previous agreements, contracts, addenda, amendments, arrangements, and understandings, and constitutes the entire agreement between the parties with respect to the subject matter hereof.

j. 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.

**OPERATIONAL SHARING AGREEMENT BETWEEN
OSAGE COMMUNITY SCHOOL DISTRICT AND
RICEVILLE COMMUNITY SCHOOL DISTRICT FOR
SHARED OPERATIONS AND MAINTENANCE MANAGEMENT**

THIS AGREEMENT has been approved by appropriate action and duly executed by the parties on the dates written below.

OSAGE COMMUNITY SCHOOL
DISTRICT

RICEVILLE COMMUNITY SCHOOL
DISTRICT

By _____

By _____

Name: _____

Name: _____

Title: Board President

Title: Board President

Date: _____

Date: _____

ATTEST:

ATTEST:

Board Secretary

Board Secretary

**28E Agreement Between
Riceville Community Daycare and
Riceville Community School District for
Housing the Daycare in the School**

This is an Iowa Code Chapter 28E Contract between Riceville Community Daycare (RCD) and Riceville Community School District.

Purpose:

The purpose of this Contract is to house the Riceville Community Daycare in the Riceville Community School.

Riceville Community School Agrees To:

- Allowing the RCD to use the Family Consumer Science (FCS) room during the summer months and any other days school is not in session for preparing their meals and snacks
- Rent 5 rooms to RCD for \$85.00 a month+ supplies, which is due on the 15th of the following month.
- Preparing meals(breakfast and lunch) and are responsible for meal dishes & tray's while school is in session and charge the daycare breakfast and lunch costs, including 1 hour of the cost of additional kitchen staff necessary in the amount of \$11.00 per hour.
- Having the daycare hours be 6:00 A.M. to 6:00 P.M. Monday through Friday except major holidays (daycare staff will be provided with key fobs for access to the school building)
- Taking care of snow removal (removal during school breaks may not occur at time of snowfall)
- Allowing the daycare to use the school playground after school hours and for age appropriate children
- Allow the daycare to use the multi-purpose room when not being used by Riceville students
- Purchasing & storing all supplies but will bill the daycare for their supplies
- Fill all dispensers (paper towels, soap, toilet paper, etc.) in the daycare area
- Provide access for washer/dryer in the FACS room
 - ✓ Maintenance will be split 50/50
 - ✓ Replacement (if applicable) of washer & dryer is the responsibility of the RCSD
- Will provide cable boxes to all rooms which are rented
- Responsible for maintenance in the fenced playground area

Riceville Community Daycare Agrees To:

- Pay additional rent of \$25.00 per room in the summer months (June, July, August) to cover additional electrical expenses due to air conditioning
- Have all daycare families pick up and drop off their children at the back entrance by the daycare rooms

- Have all daycare staff park in the back of the school building
- Taking care of all janitorial needs in our 5 rooms- we will also clean the bathrooms when there is an accident or mess due to our use during the school day
- RCD will maintain a security system to keep school doors locked but allow parents of daycare children to enter the building (daycare will manage this)
- Using the school playground and multi-purpose room when it is not in use by school children
- Provide their own internet and phone line access.
- Install any needed additional fire code requirements
- Carry insurance and provide a copy to the RCSD

Changes to this contract may be made by mutual agreement of the two entities.

No Separate Entity: This agreement does not establish legal entity. The cooperative venture undertaken by this agreement shall be administered jointly by the Superintendent of Riceville Community Schools and the Riceville Community Daycare Board.

Term: The term of this agreement shall begin on July 1, 2018 and shall continue until either party gives a 90 day prior written notice of its intent to terminate the agreement to the other party. After termination of this agreement, RCD agrees to return facilities to original construction, excluding (2) new doors on east wall.

Dated this _____ day of _____, 2018.

Riceville Community School

Riceville Community Daycare

By: _____
Superintendent—Dr. Barb Schwamann

By: _____
RCD Board President—JoLynn Eastman

By: _____
School Board President- Karl Fox

By: _____
RCD Vice President—Amanda Conway

Contract for Educational Services for Concurrent Enrollment Career Link Programs & Courses 2018-2019

This is a Contract for Educational Services between North Iowa Area Community College (NIACC), and Riceville Community School District, hereinafter referred to as Community School. It is agreed by and between the parties as follows:

1. **PURPOSE**

NIACC and Community School are entering into this agreement for the purpose of expanding the scope of courses offered to the Community School in the area of Career Link programs and courses. These programs provide students an opportunity to earn concurrent credit and enhance Community School involvement with the state-legislated Senior Year Plus program. In addition, the learning opportunities provided guide students in the career development and decision-making process.

2. **DESCRIPTION**

The program involves the following components:

- A) NIACC agrees to expand and enhance the high school curriculum by providing Career and Technical Education and Arts & Sciences classes. Please see **Exhibit A** for a list of concurrent enrollment classes the Community School authorizes students to take.
- B) Students will be granted NIACC credit for all college courses.
- C) It will be the sole discretion of the Community School Board of Directors or its designee as to how many students it will make eligible for course participation.

3. **ADMINISTRATION OF THE CAREER LINK PROGRAM**

- A) NIACC will administer the Career Link program for the duration of this contract. NIACC will be responsible for:

- 1. Program curriculum and design.
- 2. Instructional goals and objectives.
- 3. Program evaluation and grades.
- 4. Academic calendar and schedule of courses in cooperation with Community School District.

NIACC will be the sole administrator, and it may appoint such of its representatives and

designees as it desires for governance.

- B) For the purposes of completing the Community School Certified Enrollment Report, NIACC will provide Community School with the list of enrolled students.
- C) NIACC's Student Handbook shall govern expectations for student conduct and provide policies and procedures for due process and disciplinary action. Community School will cooperate with NIACC in distributing and informing potential and enrolled students about policies and procedures in NIACC's Student Handbook.
- D) NIACC will inform Community School about each student's progress, specifically a mid-term report and a final semester grade.
- E) NIACC shall serve as the registrar to establish and maintain student college credit records and transcripts.
- F) Community School will identify and provide guidance and counseling for potential students interested in the Career Link programs. Recognizing that these programs involve complex, interactive systems and the ability to readily adapt to advanced technologies, Community School agrees to make a good faith effort in recruiting students who have a high probability of successfully completing the courses. A NIACC enrollment advisor will work with Community School in identifying indicators of success.
- G) Community School agrees to appoint a "champion" from its staff to assist the NIACC enrollment advisor with program promotion, student recruitment, and monitoring of individual student performance.
- H) Community School, with NIACC's assistance, will provide students with NIACC program information.
- I) Community School, with NIACC's assistance, will complete the individual student registration process using NIACC registration forms at the start of the NIACC semester.
- J) NIACC's college credit classes, when located at Community School, may be offered utilizing the district's school calendar, provided that the required instructional contact hours are met.
- K) Community School will limit the students in on-site NIACC classes to students enrolled in the class for college credit and permit no withdrawals from the course after initial enrollment that are not in compliance with NIACC's withdrawal policy.
- L) Community School shall participate with NIACC in quality control studies.
- M) Upon termination of all offered Career Link programs and courses, any student materials provided by the Community School shall remain the property of the Community School and any property provided by NIACC shall remain the property of NIACC.

- N) It is mutually agreed to follow all state and federal statutes regarding nondiscrimination. It is the policy of NIACC not to discriminate on the basis of age, color, creed, disability, gender identity, genetic information, marital status, national origin, race, religion, sex (including pregnancy), sexual orientation, or veteran's status in its programs, activities or employment practices.
- O) NIACC and the Community School will indemnify and hold each other harmless from any and all claims, causes of action, attorney fees, costs or other expenditures occasioned by the undertakings assumed by each, respectively, in this instrument.

4. **FINANCING**

- A) Community School will pay regular NIACC tuition and fees (\$180.25 per credit) for courses taught by instructors paid by NIACC and taught at the community school. A minimum class size of 10 is required.
- B) Community School will pay a reduced rate of the ICCOC tuition (\$184 per credit) for students that enroll in classes through the Iowa Community College Online Consortium. ($\$184 \times .75 = \138.00).
- C) Community School will pay a reduced rate, 70% of regular NIACC tuition/fees ($\$180.25 \times .7 = \126.18), for NIACC courses taken online, over the ICN, or through any other type of online communication.
- D) Community School will pay regular NIACC tuition and fees (\$180.25 per credit) for industrial, agriculture, and nurse aide classes taught on the NIACC campus by a NIACC employed instructor.
- E) Community School will pay a reduced rate, 70% of regular NIACC tuition/fees ($\$180.25 \times .7 = \126.18), for NIACC courses taken on campus (excluding industrial, agriculture, and nurse aide classes).
- F) The Community School is responsible for providing textbooks to students. Per Iowa Senior Year Plus regulations: for concurrently enrolled students, textbooks must be provided to students in the same way as districts provide books for other courses pursuant to Iowa Code Chapter 301. By district policy, a school may rent a textbook, require a student to buy a book, or provide books at no cost. District textbook fees may be specific to a course.
- G) NIACC will bill Community School by May 15 of each school year for tuition, fees, and textbook costs.
- H) Community School will reimburse NIACC by June 15 for tuition, fees, and textbook costs.
- I) No separate budget is required as Community School is simply purchasing NIACC services.

5. SUPPLEMENTAL WEIGHTING

All of the following conditions must be met for any student attending a community college to be eligible for “supplementary weighting” under the Iowa Code:

- A) The course must supplement, not supplant, high school courses.
 - 1. The course must not replace an identical course that was offered by the school district in the preceding year or the second preceding year.
 - 2. The course must not be required by the school district in order to meet the minimum accreditation standards.
- B) The course must be included in the NIACC catalog.
- C) The course must be open to all registered NIACC students, not just high school students. However, sections of the course delivered at the high school site may be closed to regular college students, provided other sections are available for regular student enrollment.
- D) The course must be for college credit and must apply towards one of the following degrees or diploma programs:
 - (1) Associate in Arts
 - (2) Associate in Science
 - (3) Associate in Applied Science
 - (4) Completion of a college diploma program.
- E) Taught by an instructor employed or contracted by a community college who meets the requirements of the Iowa Code.
- F) The course must be taught utilizing the NIACC course syllabus.
- G) Taught in such a manner as to result in student work and student assessment which meet college-level expectations.

6. DURATION

This contract is for the period of July 1, 2018, through June 30, 2019. This agreement shall automatically renew for successive like periods of time one year to the next. On or before March 1 of any year, one party may notify the other in writing of their intent to modify or terminate this agreement.

7. AMENDMENTS

This contract may be amended by agreement of NIACC and Community School.

8. **BINDING EFFECT**

This Contract is binding on and inures to the benefit of successors and assigns.

9. **EXECUTION**

Counterpart Signature Pages. This contract is executed on Counterpart Signature Pages and becomes effective when each party has signed, whether on the same or separate pages of this contract.

Date

President, Board of Directors of
North Iowa Area Community College

Date

President, Board of Directors of
Riceville Community School District

Exhibit A

Riceville 2018-19 Approved Courses

BIO-206	Anatomy and Physiology with Lab
BIO-206L	Anatomy and Physiology with Lab
BIO-207	Anatomy and Physiology with Lab
BIO-207L	Anatomy and Physiology with Lab
SPC-112	Public Speaking
HSC-120	Medical Terminology
HSC-121	Medical Terminology II
ENG-105	Composition I
ENG-106	Composition II
MAT-110	Math for Liberal Arts

Date _____

Partnership Agreement

Between

**Howard County Agricultural Society
and
Howard County Agricultural Extension District
Howard-Winneshiek Community School District
Riceville Community School District
Turkey Valley Community School District**

Now, on this _____ day of May, 2018 this Partnership Agreement (hereafter "AGREEMENT") is entered into between Howard County Agricultural Society (hereafter "FAIR BOARD"), Howard County Agricultural Extension District (hereafter "COUNTY EXTENSION COUNCIL"), Howard-Winneshiek Community School District, Riceville Community School District, and Turkey Valley Community School District (hereafter "SCHOOL BOARD") for the purpose of coordinating the relationship, events, activities and responsibilities of the parties, including the presentation of the Mighty Howard County Fair (hereafter "County Fair").

Background, Iowa Code and Overarching rules.

- A. FAIR BOARD is the Board of Directors of the corporate organization that has the authority and responsibility under Iowa Code, Section 174.3, to manage county fair events and the county fairgrounds.
- B. COUNTY EXTENSION COUNCIL, referred to as simply EXTENSION, is the elected officials that make up the County Agricultural Extension District and has the authority and responsibility under Iowa Code, Section 176A.8 to prepare for the educational program on extension work in agriculture, human sciences, community development and 4-H Club work in cooperation with ISU EXTENSION and OUTREACH.
- C. ISU EXTENSION and OUTREACH, part of Iowa State University, has the authority and responsibility under Iowa Code, 266.4 and 266.5, to organize and conduct agricultural and human sciences extension work, including 4-H Club youth development activities, and, under Federal law, 7 U.S.C. 3410349, 18 U.S.C 707 and 7CFR Part 8, has the responsibility to manage the events and activities involving 4-H Clubs and the use of the 4-H Name and Emblem.
- D. The Iowa FFA Association is comprised of nearly 15,000 members enrolled in over 235 local chapters. The Iowa FFA Association is supported, in part, by the Iowa FFA

Foundation and the Iowa Department of Education. The Carl D. Perkins Act of 2006, is the funding source that the Iowa Department of Education uses to assist FFA. The Perkins Act specifically includes career and technical student organization activities as allowable uses of funds at the state and local level. Iowa's approved Perkins plan states: "The IDE will partner with secondary and post-secondary institutions to encourage student participation in Career and Technical Student Organizations (CTSOs). Participation in CTSOs not only provides the CTE student with an opportunity to gain leadership skills but also provides the CTE student with an opportunity to explore and consider the possibility of teaching in a CTE area. Perkins state leadership funding will be allocated in support of CTSOs to assist with membership recruiting and processing, financial management and oversight, coordination of state officers' activities, conference planning and organizational activities."

Discussions and decisions to be completed by the parties involved with the fair.

Purpose of the County Fair:

- County fairs are important to rural communities and honor Iowa's agricultural heritage and culture. This AGREEMENT addresses youth educational and exhibition activities that are important to developing confidence, leadership and integrity.
- Mission statement of each party.
 - Fair Board: The mission of the Howard County Agricultural Society shall be the preservation of the past, promotion of the present, and education on the future, of agriculture, horticulture, mechanical arts, and rural and domestic economy of the Howard County Community.

The Society shall hold and promote a county fair each year to serve as its primary medium to achieve its mission. The primary focus of the county fair is to, first and foremost, serve as a showcase of the talents of the youth of the community by providing a means of education, exhibit and competition of the various livestock and non-livestock projects the youth are involved in. The Society will also use the county fair to highlight the heritage of the community, and its ties to agriculture, industry, and businesses that are the backbone of the community.

The Society shall also host and promote non-fair events that will aid in sustaining the Society, while keeping in focus the overall mission of the Society. It will use its own Board members, as well as volunteers from community organizations, civic clubs and individuals to make up the necessary manpower and expertise that is needed to insure the Society fulfills its mission.

- Extension and Outreach: To build a #StrongIowa Iowa State University Extension and Outreach carries Iowa State's land-grant mission throughout the state -- everywhere for all Iowans. What we want #STRONG IOWA. We serve as a 99-county campus, connecting the needs of Iowans with Iowa State University research and resources. We provide education and partnerships designed to solve today's problems and prepare for the future.

- FFA: Makes a positive difference in the lives of students by developing their potential for premier leadership, personal growth and career success through agricultural education.

Define the relationship of the Parties and the importance of regular and effective communication. The parties should:

- Determine if EXTENSION and FFA have formal representation on the FAIR BOARD and if it is a voting or non-voting seat. ISU and County Paid Extension staff should not be voting members of the Fair Board to avoid conflict of interest by the individual. Describe representation plan. The Howard County Agricultural Extension District does not have a voting seat on the Fairboard. Members of the Extension Council are on a Livestock Committee which communicates with the Fairboard. FFA does not have a voting seat on the Fairboard but have representation on the Livestock Committee.
- Determine how frequently and when EXTENSION, FFA and FAIR BOARD meet to discuss the upcoming fair and wrap up the completed fair. This AGREEMENT and associated checklist should be discussed, confirmed or adjusted. Describe communication plan. The Livestock Committee communicates with Fairboard twice a year. The Extension Youth Committee communicates with Fairboard informally during the year as changes are needed.
- Determine and include dispute resolution policy in Partnership Agreement. Policy or reference to policy. Each organization will work in cooperation should there be any dispute resolution needed.

- Determine the role of FFA in the fair and which Chapters are eligible to compete in the county. Also, who is responsible for discussions with School Boards about the fair and FFA entries. According to the Fair guidelines published each year – Members of FFA Chapters in the County and 4-H exhibitors who have enrolled by May 1 each year are eligible to participate in the Fair. Discussions on this policy need to be presented to the Livestock Committee, Youth Committee who will in turn take to the Extension Council and the Fairboard.
- Determine and respect fundraising responsibilities such as youth livestock auctions, food stands, etc and the use of the 4-H or FFA emblem for fund raising. Fundraising during the Fair must be approved by the Fairboard.
- Determine responsibilities and procedures sensitive external communication such as vendors displaying inappropriate merchandise, disruptive campaigns or demonstrations. The Fairboard has a policy in place for demonstrations and disruptive campaigns. Any questions or concerns on this policy should be addressed directly to the Fairboard.
- **Risk management**
- The AGREEMENT should include procedures for addressing risk management including preventative steps such as training and review, emergency management and evacuation plans during the fair. Be sure that volunteers are properly trained and covered by insurance.
- Each Party to this AGREEMENT is responsible for obtaining and maintaining appropriate insurance or self-insurance to protect it and its officers, employees or agents against liabilities that may arise from that Party's involvement in the activities or events that are the subject of this AGREEMENT. However, liabilities of members of the FAIR BOARD arising out of activities on behalf of the FAIR BOARD are addressed in the Fair Board Handbook.

Discuss and list the FAIR BOARD Responsibilities:

For example: Providing resources for infrastructure that help to make the county fair possible.
Fair Boards will: (source Iowa Code 174.13)

- Determine the dates of county fair
- Provide appropriate facilities for the fair
- Maintenance and upkeep of the county fair grounds
- Security during all fair related activities
- Pay premiums

FAIR BOARD shall provide for indemnification of BOARD members by policy or by its By-Laws. Service of ISU EXTENSION employees, COUNTY EXTENSION COUNCIL members or their appointees shall be contingent upon FAIR BOARD providing evidence of Directors and

Officer's insurance protecting such persons from liability when acting on behalf of the FAIR BOARD.

Discuss and list EXTENSION responsibilities:

EXTENSION, having ultimate authority and jurisdiction over the Howard County 4-H Program, will have final decision making authority over rules and guidelines pertaining to all 4-H events and activities, including 4-H involvement in the county fair.

All Livestock weigh-ins will be accomplished according to the state 4-H guidelines as outlined in the publications 4-H 202 (Iowa 4-H Animal and Poultry Identification, Weighing and Exhibiting Requirements for County, State and Interstate Shows), 4-H 106 a-f (Livestock Identification Forms) and the 4-H/FFA Code of Ethics.

- All rules and guidelines must be in compliance with the overall Iowa 4-H exhibiting rules and guidelines.
- Responsibility for the following
 - Creation, implementation, and enforcement of rules related to all 4-H events
 - Supervision of all necessary activities concerning the 4-H Program
 - Determining eligibility of 4-H members and projects
 - Approval and training of volunteers who work with the 4-H program or 4-H members
 - Approval, training and selection of judges for all 4-H shows

Discuss and list School Board responsibilities, repeat for each School District:

Howard-Winneshiek Community School Board, having ultimate authority and jurisdiction over the Crestwood FFA Chapter; Riceville Community School Board, having ultimate authority and jurisdiction over the Riceville FFA; Turkey Valley Community School District, having ultimate authority and jurisdiction over the Turkey Valley FFA, will have final decision making authority over rules and guidelines pertaining to all FFA events and activities, including FFA involvement in the county fair.

All Livestock weigh-ins will be accomplished according to the state FFA guidelines as outlined in FFA 202 Animal Identification, Weighing & Exhibition Requirements County, State and Interstate Shows and the 4-H/FFA Code of Ethics.

- All rules and guidelines must be in compliance with the overall Iowa FFA exhibiting rules and guidelines.
- Responsibility for the following
 - Creation, implementation, and enforcement of rules related to all FFA events

- Supervision of all necessary activities concerning the FFA Program
- Determining eligibility of FFA members and projects
- Approval and training of volunteers who work with the FFA program or FFA members

Determine and list Other Responsibilities

The parties have determined responsibility for other activities as provided in the attached document entitled "Other Fair Related Tasks." Add and delete tasks as appropriate.

	Extension	Fair Board	FFA
Communication about the fair?			
Promotion and advertising prior to the fair?	<u> X </u>	<u> X </u>	<u> X </u>
Planned media before, during and after fair?	<u> X </u>	<u> X </u>	<u> X </u>
Emergency communication, during the fair?	<u> </u>	<u> X </u>	<u> </u>
Reporting results, pictures of participants, etc?	<u> X </u>	<u> </u>	<u> </u>
Recognition and thank you of sponsors?	<u> X </u>	<u> X </u>	<u> </u>
<hr/>	<u> </u>	<u> </u>	<u> </u>
Volunteer management:			
Volunteer responsibilities and the liability?	<u> X </u>	<u> </u>	<u> </u>
How volunteers will be recruited and screened?	<u> X </u>	<u> </u>	<u> </u>
Their term of service and grounds and method for dismissal?	<u> X </u>	<u> </u>	<u> </u>
<hr/>	<u> </u>	<u> </u>	<u> </u>
Risk management:			
Who is responsible for fair goer safety?	<u> X </u>	<u> X </u>	<u> X </u>
Emergency planning and communicating with authorities?	<u> </u>	<u> X </u>	<u> </u>
Communicating the emergency plan for natural disasters	<u> </u>	<u> X </u>	<u> </u>
Security and biosecurity	<u> </u>	<u> </u>	<u> </u>
Liability (and insurance) for what areas or activities?	<u> X </u>	<u> X </u>	<u> X </u>
Policy and plan on free speech (protests, posters)?	<u> </u>	<u> X </u>	<u> </u>
<hr/>	<u> </u>	<u> </u>	<u> </u>
Finance:			
Incidental costs?	<u> </u>	<u> </u>	<u> </u>
Fund raising?	<u> </u>	<u> X </u>	<u> </u>
Premiums and funding for them?	<u> </u>	<u> X </u>	<u> </u>
Auction organization and use of funds?	<u> </u>	<u> X </u>	<u> </u>
Funding oversight procedures?	<u> </u>	<u> X </u>	<u> </u>
<hr/>	<u> </u>	<u> </u>	<u> </u>
Participation:			
Eligible to enter the youth shows at your fair?	<u> X </u>	<u> </u>	<u> X </u>
Entry process and actual entries?	<u> X </u>	<u> </u>	<u> X </u>
Hires and pays the judges?	<u> X </u>	<u> X </u>	<u> </u>
Awards and secures funding for them?	<u> X </u>	<u> X </u>	<u> </u>
Orders ribbons and trophies?	<u> </u>	<u> X </u>	<u> </u>
Rules used?	<u> X </u>	<u> X </u>	<u> X </u>

Preparation and printing of the fair book?
Resolves disputes?
Contacts the fair veterinarian?
Training FSQA or YQCA for participants?

<u> X </u>	<u> X </u>	<u> </u>
<u> </u>	<u> X </u>	<u> </u>
<u> X </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>

This AGREEMENT was entered on this date _____ and will be revisited every three years.

Signatures:

COUNTY EXTENSION COUNCIL Chair

FAIR BOARD President

SCHOOL BOARD President
