

Shenandoah Community School District Board of Directors  
 Shenandoah Administration Board Room  
 March 9, 2026 – 5:00 p.m.  
 Regular Meeting

Board Agenda

1. Call to Order
2. Roll Call and Determination of Quorum
3. Mission Statement: Read by Director Wooten
  - a. *The Shenandoah Community School District, in partnership with families and the community, will provide each student an educational environment that maximizes his or her potential to become responsible, successful citizens and lifelong learners in an ever-changing world.*
4. Public Hearing – K8 HVAC Replacement Project – Zone 3
5. Welcome To Audience
6. Public Forum
7. Administrative Reports
  - a. Recognition of Winter Activity State Qualifiers
8. Consent Agenda
  - a. Minutes
  - b. Treasurer’s Report
    - i. Account Balances
    - ii. Unspent Authorized Budget Report
    - iii. Accounts Payable
  - c. Personnel Requests:

Contracts:

Maclaine Hug	Asst. Softball	\$4,103
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Contracts 2026-27 (amount to be modified following the end of negotiations):

Andrew Braland	HS Social Studies	\$50,000
Drew Buckholdt	HS PE/Health	\$50,000
	Asst. HS Football	\$4,103
	Asst. G Basketball	\$4,103
Allison Perkins	IGNITE Special Ed.	\$55,720
Shon Wells	HS Behavioral Special Ed.	\$53,290
	Asst. HS Football	\$4,103

Resignations:

Christopher Cook	HS Associate	effective 3.9.26
Pat Hemker	Van Driver	effective 3.13.26
Kayla Shelton Torres	.5 Football Cheer	
Alisha Woodyard	K8 Associate	effective 2.6.26

Modifications 2026-27:

Kendria Johnson	BA+15 to MA
Stephanie Langner	MA+15 to MA+30
Andrew Lynes	MA+15 to MA+30
Julie Murren	BA to BA+15
Darbi Rope	BA+15 to MA
Addyson Staats	BA to BA+15
Grant Staats	BA to BA+15

Volunteer Coaches:	
Aaron Burdorf	HS Baseball
Cody Rice	HS G Golf
Rebekkah Sappington	MS G Track
Jon Skillern	Track

- d. Fundraising Requests:  
on attached sheet
- e. Out of State Travel Requests:  
on attached sheet

9. Action Items:

- a. Approve/Reject Bids for K8 HVAC Replacement Project – Zone 3
- b. Accept/Reject the Mustang as the Official School Mascot
- c. Approve AEA Purchasing Agreement for Food, Small Wares and Ware Wash for 2026-27
- d. Approve MOE with Green Hills AEA for Services for 2026-27
- e. Approve Renewal of the Iowa Local Government Risk Pool Commission Natural Gas Program for 2026-27
- f. Approve Renewal Service Agreement and License with Relay for Medicaid Reimbursement Services
- g. Accept Donation in the Amount of \$46,230 from the Shenandoah Iowa Education Foundation for Monument and Street Signs
- h. Approve Updated Terms & Conditions with C4 for Background Check Screenings
- i. Acknowledge Receipt of SEA Opening Proposal

10. Discussion Item (possible action):

- a. Storm Protection Fund

11. Informational Items

Budget Public Hearing – March 23, 2026 at 5:00 p.m.  
Next Regular Meeting – April 13, 2026 at 5:00 p.m.

12. Adjournment

Shenandoah Community School District Board of Directors  
Shenandoah Administration Board Room  
March 9, 2026 – immediately following regular meeting  
Special Meeting

- 1. Call to Order
- 2. Roll Call and Determination of Quorum
- 3. Present Opening Proposal to SEA
- 4. Closed Session:

As authorized by Iowa Code Section 21.5(1)(e) to receive an update regarding disciplinary action against a student and to review and discuss records which are required by state or federal law to be kept confidential as provided by Iowa Code Section 21.5(1)(a).

Return to Open Session

- 5. Vote on Recommendation from Closed Session
- 6. Adjournment

\*following the special meeting the board will meet in exempt session for the purpose of discussing negotiation strategies

**Shenandoah Community School District**  
**Minutes of the Regular Meeting of the Board of Directors – February 9, 2026**  
**Administration Board Room**

**Call to Order:**

Board President Jean Fichter called the meeting to order at 5:00 pm.

**Roll Call:**

Roll Call was answered by Directors Jean Fichter, Glenn Mason, Brent Twyman, Adam Van Der Vliet, and Clint Wooten. Also present were Superintendent Dr. Kerri Nelson, School Business Official William Barrett, and Board Secretary Lisa Holmes.

**Mission Statement:**

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

**Welcome to Audience:**

President Fichter welcomed everyone to the meeting.

**Open Forum:**

President Fichter read the rules for speaking during the open forum. There was no public comment.

**Consent Agenda:**

Approve the consent agenda to include previous minutes, the financial accounts, the payment of bills, fundraising requests and grant requests. Personnel Requests: Contracts: Claudia Alexander, AD Secretary - \$16.85/hr; Cassie Bruce, K8 Associate - \$16.49/hr; Ronald LaRock, Bus Driver - \$46.35/rt, \$17.52/hr pending licensing requirements are met; Alexis Schebaum, K8 Associate - \$16.49/hr; Elizabeth Skillern, MS Girls Track - \$3,239; Austin Wilson, HS Asst. Track - \$4,103. Contracts 2026-27: Natalie Gilbert, HS Asst. Girls Tennis. Resignations: Logan Hughes, HS PE, Asst. Girls Basketball, Asst. Softball – effective end of school year; Stanna Wellauer, K8 Associate – effective 1.12.26; Sadie Woodyard, K8 Associate – effective 1.15.26. Transfers 2026-27: Emma Roberts, HS Social Studies to HS Language Arts. Motion to approve by Director Van Der Vliet, seconded by Director Wooten. Motion carried unanimously.

**Action Items:**

***Set Public Hearing Date for Bid Acceptance of K8 HVAC Replacement Project – Zone 3 on March 9 at 5:00 pm:***

Motion to approve by Director Wooten, seconded by Director Mason. Motion carried unanimously.

***Set Budget Public Hearing Dates for March 23 and April 13:***

Motion to approve by Director Van Der Vliet, seconded by Director Mason. Motion carried unanimously.

***Accept SEA Letter of Intent to Bargain:***

Motion to accept by Director Wooten, seconded by Director Twyman. Motion carried unanimously.

***Approve Power Surge Contractor Quote:***

Three quotes were received: Keul Electric for \$14,778.15, Gibbar Electric for \$14,925 and M Weekly Electric for \$24,600. Director Van Der Vliet made a motion to approve the low quote with Keul Electric for \$14,778.15, seconded by Director Mason. Motion carried unanimously.

***Approve AIA Document G803-2017 – Amendment to Consultant Services Agreement with DLR Group:***

Motion to approve by Director Twyman, seconded by Director Wooten. Motion carried unanimously.

***Approve the Addition of E-Sports for the 2026-27 School Year and Accept a Private Donation of \$5,000 for Start-up:***

Motion to approve by Director Van Der Vliet, seconded by Director Mason. Motion carried unanimously.

**Informational Items:**

Next Regular Meeting – March 9, 2026 at 5:00 pm

**Adjournment:**

Motion by Director Van Der Vliet, second by Director Wooten to adjourn the meeting at 5:19 pm. Motion carried unanimously.

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Board Secretary

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Board President

**Shenandoah Community School District  
Minutes of the Work Session of the Board of Directors – February 9, 2026  
Administration Board Room**

**Call to Order:**

Board President Jean Fichter called the meeting to order at 5:23 pm.

**Roll Call:**

Roll Call was answered by Directors Jean Fichter, Glenn Mason, Brent Twyman, Adam Van Der Vliet and Clint Wooten. Also present were Superintendent Dr. Kerri Nelson, School Business Official William Barrett and Board Secretary Lisa Holmes.

**Discussion Items:**

***Budget Planning:***

The board discussed various budget scenarios based on anticipated state aid numbers.

***Board Goals:***

The board read over the current board goals and worked on updates and modifications.

***Athletic Conference Change and Status of Mascot Discussion:***

Dr. Nelson updated the board on a potential timeline for approval of the athletic conference change by the state committee and the scheduling of competitions for sports that are not a part of the WIC. The board also discussed revisiting the change in mascot conversation.

**Adjournment:**

Motion by Director Van Der Vliet, second by Director Wooten to adjourn the work session at 7:10 pm.

Motion carried unanimously.

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Board Secretary

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Board President

ACCOUNT		JULY	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER	JANUARY	FEBRUARY	MARCH	APRIL	MAY	JUNE
<b>General Fund (10)</b>													
Beg Balance Checking (BKIA 10)		22,318.30	62,389.16	4,497.72	53,014.33	1,830.16	40,699.86	3,452.20	81,607.97	28,476.64	-	-	-
Beg Balance PSF MED INS (BKIA 101)		165,520.28	175,136.28	179,884.52	209,498.08	215,528.23	231,870.55	47,023.66	20,107.59	19,485.74	-	-	-
Beg Balance PSF DNT INS (BKIA 102)		13,106.68	10,507.21	12,202.37	8,931.74	11,215.16	11,107.61	11,444.62	10,135.17	13,049.98	-	-	-
Beg Balance MS Concession (CASH)		210.00	210.00	210.00	210.00	210.00	210.00	210.00	210.00	210.00	-	-	-
Beg Balance Savings (BKIA 14)		1,440,807.21	1,229,937.60	320,085.59	1,105,232.91	2,946,847.58	2,679,517.14	1,819,481.23	3,211,909.65	3,220,761.54	-	-	-
Beg Balance Invest ISJIT (BKIA 110)		953,131.21	816,105.77	818,421.25	820,045.50	821,438.16	822,733.15	1,824,967.46	25,108.67	25,174.72	-	-	-
Beg Balance Invest ISJIT (BKIA 115)		-	-	-	-	-	-	200,249.35	250,884.32	251,544.23	-	-	-
Revenues		41,263.63	70,937.41	2,069,120.52	3,257,466.34	1,192,641.74	1,604,477.75	1,078,723.71	1,578,715.94	-	-	-	-
Receivables		1,244,779.19	256,841.11	76,335.20	-	-	-	-	-	-	-	-	-
Expenditures		(392,869.50)	(614,269.39)	(1,284,112.93)	(1,459,773.20)	(1,407,225.79)	(1,486,827.20)	(1,388,374.24)	(1,623,471.48)	-	-	-	-
Payables		(1,193,980.98)	(672,493.70)	288.32	2,443.59	3,653.07	3,039.66	2,785.38	3,495.02	-	-	-	-
Prior Month's Adjustment		-	-	-	-	-	-	-	-	-	-	-	-
End Balance Checking (BKIA 10)		62,389.16	4,497.72	53,014.33	1,830.16	40,699.86	3,452.20	81,607.97	28,476.64	-	-	-	-
End Balance PSF MED INS (BKIA 101)		175,136.28	179,884.52	209,498.08	215,528.23	231,870.55	47,023.66	20,107.59	19,485.74	-	-	-	-
End Balance PSF DNT INS (BKIA 102)		10,507.21	12,202.37	8,931.74	11,215.16	11,107.61	11,444.62	10,135.17	13,049.98	-	-	-	-
End Balance MS Concession (CASH)		210.00	210.00	210.00	210.00	210.00	210.00	210.00	210.00	-	-	-	-
End Balance Savings (BKIA 14)		1,229,937.60	320,085.59	1,105,232.91	2,946,847.58	2,679,517.14	1,819,481.23	3,211,909.65	3,220,761.54	-	-	-	-
End Balance Invest ISJIT (BKIA 110)		816,105.77	818,421.25	820,045.50	821,438.16	822,733.15	1,824,967.46	25,108.67	25,174.72	-	-	-	-
End Balance Invest ISJIT (BKIA 115)		-	-	-	-	-	200,249.35	250,884.32	251,544.23	-	-	-	-
<b>Total General Fund</b>		<b>2,294,286.02</b>	<b>1,335,301.45</b>	<b>2,196,932.56</b>	<b>3,997,069.29</b>	<b>3,786,138.31</b>	<b>3,906,828.52</b>	<b>3,599,963.37</b>	<b>3,558,702.85</b>	-	-	-	-
Check		2,294,286.02	1,335,301.45	2,196,932.56	3,997,069.29	3,786,138.31	3,906,828.52	3,599,963.37	3,558,702.85	3,558,702.85	-	-	-
<b>Management Fund (22)</b>													
Beg Balance Checking (BKIA 10)		5,018.34	288.24	562.38	(1,881.86)	561.65	315.75	7,238.93	2,652.85	376.73	-	-	-
Beg Balance Savings (BKIA 14)		117,846.71	8,882.82	8,144.52	76,422.79	206,117.76	223,401.50	172,829.39	182,545.83	186,550.34	-	-	-
Beg Balance Invest (BKIA 110)		447,584.35	38,981.18	40,068.51	831.25	1,485.24	2,093.36	3,142.58	3,160.35	3,168.66	-	-	-
Revenues		1,821.01	1,358.63	78,548.11	148,408.93	18,381.42	8,978.25	8,187.79	2,472.16	-	-	-	-
Receivables		4,139.91	-	-	-	-	-	-	-	-	-	-	-
Expenditures		(528,258.08)	(735.46)	(51,951.34)	(15,616.46)	(735.46)	(51,577.96)	(3,039.66)	(735.46)	-	-	-	-
Payables		-	-	-	-	-	-	-	-	-	-	-	-
End Balance Checking (BKIA 10)		288.24	562.38	(1,881.86)	561.65	315.75	7,238.93	2,652.85	376.73	-	-	-	-
End Balance Savings (BKIA 14)		8,882.82	8,144.52	76,422.79	206,117.76	223,401.50	172,829.39	182,545.83	186,550.34	-	-	-	-
End Balance Invest (BKIA 110)		38,981.18	40,068.51	831.25	1,485.24	2,093.36	3,142.58	3,160.35	3,168.66	-	-	-	-
<b>Total Management Fund</b>		<b>48,152.24</b>	<b>48,775.41</b>	<b>75,372.18</b>	<b>208,164.65</b>	<b>225,810.61</b>	<b>183,210.90</b>	<b>188,359.03</b>	<b>190,095.73</b>	-	-	-	-
Check		48,152.24	48,775.41	75,372.18	208,164.65	225,810.61	183,210.90	188,359.03	190,095.73	190,095.73	-	-	-
<b>SAVE Fund (33)</b>													
Beg Balance Checking (BKIA 10)		5,073.85	908.16	9,332.25	531.81	752.50	1,100.85	18,081.60	13,702.26	10,237.39	-	-	-
Beg Balance Savings (BKIA 14)		77,888.09	200,689.60	165,217.85	180,146.26	272,202.21	317,488.25	358,340.37	515,163.92	627,550.33	-	-	-
Beg Balance Invest (BKIA 110)		862,968.94	715,662.11	717,758.56	19,229.16	20,490.09	21,662.58	23,685.54	23,819.50	23,882.15	-	-	-
Revenues		3,027.59	106,707.04	128,478.82	133,379.21	106,510.99	134,359.39	157,039.67	112,560.95	-	-	-	-
Receivables		146,613.23	-	-	-	-	-	-	-	-	-	-	-
Expenditures		(141,400.61)	(131,158.25)	(820,880.25)	(39,841.64)	(59,704.11)	(74,503.56)	(4,461.50)	(3,576.76)	-	-	-	-
Payables		(36,911.22)	(500.00)	-	-	-	-	-	-	-	-	-	-
End Balance Checking (BKIA 10)		908.16	9,332.25	531.81	752.50	1,100.85	18,081.60	13,702.26	10,237.39	-	-	-	-
End Balance Savings (BKIA 14)		200,689.60	165,217.85	180,146.26	272,202.21	317,488.25	358,340.37	515,163.92	627,550.33	-	-	-	-
End Balance Invest (BKIA 110)		715,662.11	717,758.56	19,229.16	20,490.09	21,662.58	23,685.54	23,819.50	23,882.15	-	-	-	-
<b>Total SAVE Fund</b>		<b>917,259.87</b>	<b>892,308.66</b>	<b>199,907.23</b>	<b>293,444.80</b>	<b>340,251.68</b>	<b>400,107.51</b>	<b>552,685.68</b>	<b>661,669.87</b>	-	-	-	-
Check		917,259.87	892,308.66	199,907.23	293,444.80	340,251.68	400,107.51	552,685.68	661,669.87	661,669.87	-	-	-
<b>ACCOUNT</b>													
<b>PPPEL Fund (36)</b>													
Beg Balance Checking (BKIA 10)		570.08	9,551.33	223.34	62.86	(113.08)	1,727.63	1,256.05	1,934.56	3,744.94	-	-	-
Beg Balance Savings (BKIA 14)		4,180.61	6,766.61	1,773.34	57,515.64	124,942.24	101,337.47	335,771.28	273,828.89	345,640.16	-	-	-
Beg Balance Invest (BKIA 110)		472,341.45	343,815.55	294,963.03	265,767.95	266,458.11	267,099.86	268,207.12	269,724.04	270,433.53	-	-	-
Revenues		1,535.13	1,181.34	61,573.52	143,137.30	17,054.27	345,562.21	9,586.13	117,536.56	-	-	-	-
Receivables		2,576.43	-	-	-	-	-	-	-	-	-	-	-
Expenditures		(108,086.48)	(64,355.12)	(35,186.78)	(75,196.48)	(38,176.58)	(110,492.72)	(69,333.09)	(43,205.42)	-	-	-	-
Payables		(12,983.73)	-	-	-	-	-	-	-	-	-	-	-
Prior Month's Adjustment		-	-	-	-	-	-	-	-	-	-	-	-
End Balance Checking (BKIA 10)		9,551.33	223.34	62.86	(113.08)	1,727.63	1,256.05	1,934.56	3,744.94	-	-	-	-

End Balance Invest (BKIA 14)		6,766.61	1,773.34	57,515.64	124,942.24	101,337.47	335,771.28	273,828.89	345,640.16	-	-	-	-
End Balance Savings (BKIA 110)		343,815.55	294,963.03	265,767.95	266,458.11	267,099.86	268,207.12	269,724.04	270,433.53	-	-	-	-
<b>Total PPEL Fund</b>		<b>360,133.49</b>	<b>296,959.71</b>	<b>323,346.45</b>	<b>391,287.27</b>	<b>370,164.96</b>	<b>605,234.45</b>	<b>545,487.49</b>	<b>619,818.63</b>	-	-	-	-
	Check	360,133.49	296,959.71	323,346.45	391,287.27	370,164.96	605,234.45	545,487.49	619,818.63	619,818.63	-	-	-
<b>Debt Service Fund (40)</b>													
Beg Balance Fiscal Agent (BI)		-	-	-	-	-	-	-	-	-	-	-	-
Revenues		-	-	-	-	-	51,420.15	-	-	-	-	-	-
Expenditures		-	-	-	-	-	(51,420.15)	-	-	-	-	-	-
End Balance Fiscal Agent (BI)		-	-	-	-	-	-	-	-	-	-	-	-
<b>Total Debt Service Fund</b>		-	-	-	-	-	-	-	-	-	-	-	-
	Check	-	-	-	-	-	-	-	-	-	-	-	-
<b>ACCOUNT</b>		<b>JULY</b>	<b>AUGUST</b>	<b>SEPTEMBER</b>	<b>OCTOBER</b>	<b>NOVEMBER</b>	<b>DECEMBER</b>	<b>JANUARY</b>	<b>FEBRUARY</b>	<b>MARCH</b>	<b>APRIL</b>	<b>MAY</b>	<b>JUNE</b>
<b>Nutrition Fund (61)</b>													
Beg Balance Checking (BKIA 10)		14.60	138.85	1,075.45	1,944.86	957.79	3,681.47	4,646.69	638.42	2,559.29	-	-	-
Beg Balance Savings (BKIA 14)		59,541.86	61,864.18	92,575.04	68,556.46	72,119.43	68,398.02	64,776.57	65,915.00	58,165.25	-	-	-
Beg Balance Invest (BKIA 110)		183,143.36	183,714.92	184,159.84	184,471.94	184,739.54	184,988.37	185,417.69	186,466.37	186,956.86	-	-	-
Revenues		5,527.89	77,428.69	40,330.29	90,897.66	82,632.49	72,820.13	62,980.69	73,873.10	-	-	-	-
Receivables		55,953.18	-	-	-	-	-	-	-	-	-	-	-
Expenditures		(16,602.16)	(45,336.31)	(63,337.15)	(88,684.16)	(84,011.39)	(75,677.04)	(65,431.85)	(79,841.49)	-	-	-	-
Payables		(47,121.92)	-	169.79	630.00	630.00	630.00	630.00	630.00	-	-	-	-
Prior Month's Adjustment (AUDIT)		(5,261.14)	-	-	-	-	-	-	-	-	-	-	-
End Balance Checking (BKIA 10)		138.85	1,075.45	1,944.86	957.79	3,681.47	4,646.69	638.42	2,559.29	-	-	-	-
End Balance Savings (BKIA 14)		61,864.18	92,575.04	68,556.46	72,119.43	68,398.02	64,776.57	65,915.00	58,165.25	-	-	-	-
End Balance Invest (BKIA 110)		183,714.92	184,159.84	184,471.94	184,739.54	184,988.37	185,417.69	186,466.37	186,956.86	-	-	-	-
<b>Total Nutrition Fund</b>		<b>240,456.81</b>	<b>277,810.33</b>	<b>254,973.26</b>	<b>257,816.76</b>	<b>257,067.86</b>	<b>254,840.95</b>	<b>253,019.79</b>	<b>247,681.40</b>	<b>247,681.40</b>	-	-	-
	Check	240,456.81	277,810.33	254,973.26	257,816.76	257,067.86	254,840.95	253,019.79	247,681.40	247,681.40	-	-	-
<b>ChildCare Fund (62)</b>													
Beg Balance Checking (BKIA 10)		(75.00)	-	-	-	-	(2,395.75)	-	-	-	-	-	-
Beg Balance Savings (BKIA 14)		6,488.69	6,418.54	7,634.09	8,585.00	7,563.95	8,680.82	5,068.29	4,153.26	3,078.29	-	-	-
Revenues		14.85	1,232.45	1,298.54	1,263.19	1,116.87	944.93	719.25	1,084.51	-	-	-	-
Expenditures		(10.00)	(16.90)	(347.63)	(2,284.24)	(2,395.75)	(2,161.71)	(1,634.28)	(2,159.48)	-	-	-	-
Payables		-	-	-	-	-	-	-	-	-	-	-	-
Prior Month's Adjustment		-	-	-	-	-	-	-	-	-	-	-	-
End Balance Checking (BKIA 10)		-	-	-	-	(2,395.75)	-	-	-	-	-	-	-
End Balance Savings (BKIA 14)		6,418.54	7,634.09	8,585.00	7,563.95	8,680.82	5,068.29	4,153.26	3,078.29	-	-	-	-
<b>Total ChildCare Fund</b>		<b>6,418.54</b>	<b>7,634.09</b>	<b>8,585.00</b>	<b>7,563.95</b>	<b>6,285.07</b>	<b>5,068.29</b>	<b>4,153.26</b>	<b>3,078.29</b>	<b>3,078.29</b>	-	-	-
	Check	6,418.54	7,634.09	8,585.00	7,563.95	6,285.07	5,068.29	4,153.26	3,078.29	3,078.29	-	-	-
CHKID=10 (BKIA GEN CHECKING)		73,275.74	15,691.14	53,672.00	3,989.02	45,129.81	34,675.47	100,536.06	45,394.99	-	-	-	-
CHKID=101 (BKIA PSF MEDICAL CHK)		175,136.28	179,884.52	209,498.08	215,528.23	231,870.55	47,023.66	20,107.59	19,485.74	-	-	-	-
CHKID=102 (BKIA PSF DENTAL CHK)		10,507.21	12,202.37	8,931.74	11,215.16	11,107.61	11,444.62	10,135.17	13,049.98	-	-	-	-
CHKID=110 (ISJIT - BKIA MM)		2,098,279.53	2,055,371.19	1,290,345.80	1,294,611.14	1,298,577.32	2,305,420.39	508,278.93	509,615.92	-	-	-	-
CHKID=115 (ISJIT - BKIA MEDICAL)		-	-	-	-	-	200,249.35	250,884.32	251,544.23	-	-	-	-
CHKID=14 (BKIA GEN MM)		1,514,559.35	595,430.43	1,496,459.06	3,629,793.17	3,398,823.20	2,756,267.13	4,253,516.55	4,441,745.91	-	-	-	-
<b>GRAND TOTAL General/SAVE/PPEL/CN</b>		<b>3,871,758.11</b>	<b>2,858,579.65</b>	<b>3,058,906.68</b>	<b>5,155,136.72</b>	<b>4,985,508.49</b>	<b>5,355,080.62</b>	<b>5,143,458.62</b>	<b>5,280,836.77</b>	-	-	-	-
<b>ACCOUNT</b>		<b>JULY</b>	<b>AUGUST</b>	<b>SEPTEMBER</b>	<b>OCTOBER</b>	<b>NOVEMBER</b>	<b>DECEMBER</b>	<b>JANUARY</b>	<b>FEBRUARY</b>	<b>MARCH</b>	<b>APRIL</b>	<b>MAY</b>	<b>JUNE</b>
<b>Reconciliation</b>													
Bank Statement (BKIA) CHKID=10		71,693.27	15,691.14	53,672.00	30,115.94	45,129.81	34,675.47	100,536.06	72,894.67	-	-	-	-
Bank Statement (BKIA) CHKID=14		1,513,723.35	595,430.43	1,496,459.06	3,629,793.17	3,398,823.20	2,756,267.13	4,253,516.55	4,441,745.91	-	-	-	-
Bank Statement (BKIA) CHKID=101		175,136.28	179,884.52	209,498.08	216,249.23	231,870.55	47,023.66	20,107.59	20,192.32	-	-	-	-
Bank Statement (BKIA) CHKID=102		10,507.21	12,202.37	10,576.50	13,528.14	11,107.61	11,444.62	10,135.17	15,047.06	-	-	-	-
Bank Statement (ISJIT) CHKID=110		2,098,279.53	2,055,371.19	1,290,345.80	1,294,611.14	1,298,577.32	2,305,420.39	508,278.93	509,615.92	-	-	-	-
Bank Statement (ISJIT) CHKID=115		-	-	-	-	-	200,249.35	250,884.32	251,544.23	-	-	-	-
Less Outstanding Auto/Checks/Debits		-	-	(1,644.76)	(29,160.90)	-	-	-	(30,203.34)	-	-	-	-
Outstanding Deposits/GJE		2,418.47	-	-	-	-	-	-	-	-	-	-	-
<b>Total Reconciliation</b>		<b>3,871,758.11</b>	<b>2,858,579.65</b>	<b>3,058,906.68</b>	<b>5,155,136.72</b>	<b>4,985,508.49</b>	<b>5,355,080.62</b>	<b>5,143,458.62</b>	<b>5,280,836.77</b>	-	-	-	-
<b>Amount Reconciliation Difference</b>		-	-	-	-	-	-	-	-	-	-	-	-
<b>Activity Fund (21)</b>													
Beg Balance Checking (FNBC 40)		(1,057.00)	879.14	395.80	90.47	(11.79)	4,676.27	777.56	214.39	1,756.90	-	-	-
Beg Cash on Hand - Concession Bag		700.00	700.00	700.00	700.00	700.00	700.00	700.00	700.00	700.00	-	-	-



SHENANDOAH COMMUNITY SCHOOL			
UNSPENT AUTHORIZED BUDGET CALCULATION*			
2025-2026			
REGULAR PROGRAM DISTRICT COST	\$8,462,778		
+ REGULAR PROGRAM BUDGET ADJUSTMENT	\$0		
+ SUPPLEMENTARY WEIGHTING DISTRICT COST	\$128,542		
+ SPECIAL ED DISTRICT COST	\$1,234,012		
+ TEACHER SALARY SUMMPLEMENT DISTRICT COST	\$1,093,075		
+ PROF DEV SUPPLEMENT DISTRICT COST	\$82,968		
+ EARLY INTERVENTION SUPPL DISTRICT COST	\$96,354		
+ TEACHER LEADERSHIP SUPP DISTRICT COST	\$409,987		
+ AEA SPECIAL ED SUPPORT	\$424,069		
+ AEA SPECIAL ED SUPPORT ADJUSTMENT	\$0		
+ AEA MEDIA SERVICES	\$69,539		
+ AEA EDUCATIONAL SERVICES	\$76,890		
+ AEA SHARING DISTRICT COST	\$866		
+ AEA TEACHER SALARY SUPPL DISTRICT COST	\$43,546		
+ AEA PROF DEV SUPPL DISTRICT COST	\$0		
+ DROPOUT ALLOWABLE GROWTH	\$306,965	Required Local Match \$102,322	
+ SBRC ALLOWABLE GROWTH OTHER #1	\$0	Inc. Enrollmnt, OE Out, and LEP	
+ SBRC ALLOWABLE GROWTH OTHER #2	\$200,000	LEP	
+ SPECIAL ED DEFICIT ALLOWABLE GROWTH	\$790,000	Estimated	
- SPECIAL ED POSITIVE BALANCE REDUCTION	\$0		
- AEA SPECIAL ED POSITIVE BALANCE	\$0		
+ ALLOWANCE FOR CONSTRUCTION PROJECTS	\$0		
- UNSPENT ALLOWANCE FOR CONSTRUCTION	\$0		
+ ENROLLMENT AUDIT ADJUSTMENT	\$22,985		
- AEA PRORATA REDUCTION	-\$16,570	598,340	
= MAXIMUM DISTRICT COST	\$13,426,006	11,879,062	1,546,944.00
+ PRESCHOOL FOUNDATION AID	\$167,800		
+ INSTRUCTIONAL SUPPORT AUTHORITY	\$658,507		
+ ED IMPROVEMENT AUTHORITY	\$0		
+ OTHER MISCELLANEOUS INCOME	\$2,640,000	Estimate on Budget Worksheet	
+ UNSPENT AUTH BUDGET - PREVIOUS YEAR	\$3,955,294	Est.	
= MAXIMUM AUTHORIZED BUDGET	\$20,847,607		
- EXPENDITURES	\$9,656,924	46.32%	
= UNSPENT AUTHORIZED BUDGET	\$11,190,683		
<b>EXPENDITURES</b>	<b>FY2026</b>	<b>FY2025 Actuals</b>	<b>FY2025 Actuals</b>
JULY	\$392,869.50	\$306,052.63	\$306,052.63
AUGUST	\$614,269.39	\$486,045.64	\$486,045.64
SEPTEMBER	\$1,284,112.93	\$1,722,929.65	\$1,722,929.65
OCTOBER	\$1,459,773.20	\$1,260,697.81	\$1,260,697.81
NOVEMBER	\$1,407,225.79	\$1,379,001.87	\$1,379,001.87
DECEMBER	\$1,486,827.20	\$1,254,941.02	\$1,254,941.02
JANUARY	\$1,388,374.24	\$1,241,859.07	\$1,241,859.07
FEBRUARY	\$1,623,471.48	\$1,350,155.50	\$1,350,155.50
MARCH	\$0.00	\$0.00	\$1,666,491.89
APRIL	\$0.00	\$0.00	\$1,252,696.36
MAY	\$0.00	\$0.00	\$1,359,787.49
JUNE	\$0.00	\$0.00	\$3,485,994.76
<b>TOTAL</b>	<b>\$9,656,923.73</b>	<b>\$9,001,683.19</b>	<b>\$16,766,653.69</b>

**SHENANDOAH COMMUNITY SCHOOL  
CALCULATION OF MISCELLANEOUS INCOME  
2025-2026**

	STATE AID/ SRCIPVR (CNI) Source Codes 3111, 3112 3801, 3803	TLC/4 YR STATE AID/TSS/ EARLY INTER/PD/ TRANS EQ. Source Codes 3116, 3117, 3119 3204, 3216, 3342, 3376	SPED DEFICIT & 10% SPED SUPPORT STATE AID Source Code 3113, 3306	AEA FLOWTHROUGH Source Code 3214	PROPERTY TAX Source Codes 1110-1119 & 1191, 3804	INSTRUCTIONAL SUPPORT THRU INCOME SURTAXES Source Code 1134	EXCISE TAXES UTILITY REPL. Source Codes 1170-1179	** MISC REVENUE	TOTAL REVENUE (Includes Flowthrough)	FY2025
JUL	-	-	-	-	-	-	-	41,263.63	41,263.63	78,231.31
AUG	30,877.00	-	-	-	-	-	-	40,060.41	70,937.41	61,372.98
SEP	640,085.00	184,686.00	3,523.00	31,703.70	950,708.11	-	239.94	258,174.77	2,069,120.52	2,144,363.91
OCT	640,085.00	184,686.00	3,523.00	31,703.70	2,135,322.96	-	78,720.78	183,424.90	3,257,466.34	3,038,948.32
NOV	640,085.00	184,686.00	3,523.00	31,703.70	178,484.39	-	-	154,159.65	1,192,641.74	1,114,161.62
DEC	640,085.00	184,686.00	3,523.00	31,703.70	102,216.97	337,384.26	-	304,878.82	1,604,477.75	1,199,637.44
JAN	636,056.00	184,686.00	3,523.00	31,703.70	106,765.97	-	-	115,989.04	1,078,723.71	1,052,190.22
FEB	636,056.00	184,686.00	3,523.00	31,703.70	21,018.29	114,227.17	-	587,501.78	1,578,715.94	1,209,389.88
MAR	-	-	-	-	-	-	-	-	-	1,668,995.19
APR	-	-	-	-	-	-	-	-	-	2,754,959.04
MAY	-	-	-	-	-	-	-	-	-	1,175,195.40
JUN	-	-	-	-	-	-	-	-	-	2,645,467.69
<b>TOTAL</b>	<b>\$ 3,863,329.00</b>	<b>\$ 1,108,116.00</b>	<b>\$ 21,138.00</b>	<b>\$ 190,222.20</b>	<b>\$ 3,494,516.69</b>	<b>\$ 451,611.43</b>	<b>\$ 78,960.72</b>	<b>\$ 1,685,453.00</b>	<b>\$ 10,893,347.04</b>	<b>\$18,142,913.00</b>



Function Part 1	Revised Budget	Expended During Month	Expenditures to Date	% of Budget	Balance at EOM	A/ P Outstanding	P/ O Outstanding	Unencumbered Balance
2000 2000	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
5000 DEBT SERVICE	0.00	0.00	51,420.15	0.00	(51,420.15)	0.00	0.00	(51,420.15)
6000 6000	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
40 DEBT SERVICE	0.00	0.00	51,420.15	0.00	(51,420.15)	0.00	0.00	(51,420.15)
<b>61 SCHOOL NUTRITION FUND</b>								
2000 2000	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
3000 3000	0.00	79,841.49	511,110.22	0.00	(511,110.22)	1,072.85	266.61	(512,449.68)
6000 6000	0.00	0.00	7,811.33	0.00	(7,811.33)	0.00	0.00	(7,811.33)
61 SCHOOL NUTRITION FUND	0.00	79,841.49	518,921.55	0.00	(518,921.55)	1,072.85	266.61	(520,261.01)
<b>62 CHILDCARE FUND</b>								
1000 INSTRUCTION	0.00	2,159.48	11,009.99	0.00	(11,009.99)	0.00	32.08	(11,042.07)
62 CHILDCARE FUND	0.00	2,159.48	11,009.99	0.00	(11,009.99)	0.00	32.08	(11,042.07)
<b>81 TRUST FUNDS NON EXPENDABLE</b>								
1000 INSTRUCTION	0.00	0.00	9,100.00	0.00	(9,100.00)	0.00	0.00	(9,100.00)
6000 6000	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
81 TRUST FUNDS NON EXPENDABLE	0.00	0.00	9,100.00	0.00	(9,100.00)	0.00	0.00	(9,100.00)
<b>91 AGENCY FUND</b>								
1000 INSTRUCTION	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2000 2000	0.00	0.00	144.00	0.00	(144.00)	0.00	0.00	(144.00)
91 AGENCY FUND	0.00	0.00	144.00	0.00	(144.00)	0.00	0.00	(144.00)
<b>Grand Total:</b>	<b>0.00</b>	<b>1,779,940.83</b>	<b>12,914,182.37</b>	<b>0.00</b>	<b>(12,914,182.37)</b>	<b>450,281.93</b>	<b>109,578.37</b>	<b>(13,474,042.67)</b>

Shenandoah CSD  
03/06/2026 02:31 PM

MONTHLY BOARD VENDOR BILLS

Vendor Name	Invoice Detail Amount	Invoice Detail Description
Checking Account ID 10	Fund Number 10	GENERAL FUND
AHLERS & COONEY PC	\$ 1,350.00	LAWYER
AMAZON.COM SALES INC.	\$ 3,948.55	SUPPLIES
BLAINE'S SERVICE LLC	\$ 6,400.31	VEHICLE REPAIR SERVICES
BMO MASTERCARD	\$ 150.00	BOARD ADVERTISING
BMO MASTERCARD	\$ 1,160.38	MAINTENANCE PARTS
BMO MASTERCARD	\$ 387.59	TAG SUPPLIES
BMO MASTERCARD	\$ 583.04	TRANSPORTATION SUPPLIES
BMO MASTERCARD	\$ 438.95	EL SUPPLIES
BMO MASTERCARD	\$ 545.59	HS SUPPLIES
BMO MASTERCARD	\$ 564.15	HS BAND/CHOIR SUPPLIES
BMO MASTERCARD	\$ 247.23	EL SUPPLIES
BMO MASTERCARD	\$ 298.85	SUPPLIES
BMO MASTERCARD	\$ 250.92	SUPERINTENDENT SOFTWARE
BMO MASTERCARD	\$ 2,377.72	MS SUPPLIES
BMO MASTERCARD	\$ 2,353.15	TECH REPAIR & MAINTENANCE SUPPLIES
BMO MASTERCARD	\$ 178.84	TRANSPORTATION SUPPLIES
BMO MASTERCARD	\$ 1,527.09	BACKGROUND CHECKS/SUPPLIES
BMO MASTERCARD	\$ 641.72	HS STAFF TRAINING TRAVEL
BMO MASTERCARD	\$ 290.00	NON INSTRUCTION STAFF WORKSHOPS
BRANDON TOWING LLC	\$ 500.00	TOWING BUS
CAM COMMUNITY SCHOOL DISTRICT	\$ 4,125.54	OPEN ENROLLMENT
CAPITAL SANITARY SUPPLY	\$ 166.85	BUILDINGS/GROUNDS CUSTODIAL SUPPLIES
CDW GOVERNMENT	\$ 1,097.00	TECHNOLOGY COORDINATOR RELATED
CEDAR RAPIDS CSD	\$ 6,150.60	TUITION TO LEA WITHIN IA NOT COLLECTED
CENEX FLEET FUELING	\$ 2,955.83	TRANSPORTATION GASOLINE
CENTURYLINK	\$ 531.98	TELEPHONE
CITY OF SHENANDOAH	\$ 2,281.73	WATER-SEWER
CLAYTON RIDGE COMMUNITY SCHOOL DISTRICT	\$ 29,684.05	OPEN ENROLLMENT
COLLEGE COMMUNITY SCHOOL DISTRICT	\$ 3,777.20	TUITION TO LEA WITHIN IA NOT COLLECTED
COLUMN SOFTWARE PBC	\$ 428.38	BOARD NEWSPAPER ADVERTISING
COMMERCIAL LIGHTING	\$ 1,194.22	MAINTENANCE PARTS
COUNCIL BLUFFS CSD	\$ 4,976.16	TUITION TO LEA WITHIN IA NOT COLLECTED
DAVID ERICKSON	\$ 92.70	BUS DRIVER SUBSTITUTES
DEMCO	\$ 440.71	LIBRARY SUPPLIES
DEVEREUX FOUNDATION, THE	\$ 9,348.00	SPED LVL III PURCHASE SERVICE
EGAN SUPPLY	\$ 3,380.97	BUILDINGS/GROUNDS CUSTODIAL SUPPLIES
ESSEX CSD	\$ 243,425.00	OPEN ENROLLMENT
FAREWAY STORES	\$ 5.97	SUPPLIES
FOLLETT CONTENT SOLUTIONS, LLC	\$ 1,163.10	LIBRARY BOOKS
FREMONT COUNTY VETERINARY CLINIC	\$ 1,208.46	SUPPLIES - GRANT
GL TRAVEL	\$ 1,300.00	TRAVEL
GLENWOOD CSD	\$ 7,084.15	PURCHASE EDUCATIONAL/L3 INDIVIDUAL COUNSELING
GRAINGER	\$ 612.11	MAINTENANCE PARTS
GREEN HILLS AEA	\$ 31,703.70	AEA FLOWTHROUGH
HAMBURG COMMUNITY SCHOOL DISTRICT	\$ 14,359.97	OPEN ENROLLMENT
HD SUPPLY	\$ 2,471.47	BUILDINGS/GROUNDS CUSTODIAL SUPPLIES
HOUGHTON MIFFLIN	\$ 1,280.70	MS GENERAL ED WORKBOOKS
IOWA COMMUNICATIONS NETWORK	\$ 178.59	TELEPHONE
IOWA DEPARTMENT OF HUMAN SERVICES	\$ 2,021.18	MEDICAID DIRECT SERVICES
IOWA HIGH SCHOOL MUSIC ASSOCIATION	\$ 345.00	HS BAND STUDENT ENTRY & REGISTRATION
ISFIS	\$ 300.00	NON INSTRUCTION STAFF WORKSHOPS
JB PARTS & SUPPLY	\$ 3.99	MAINTENANCE PARTS
JOHN GOWING PLUMBING AND HEATING INC.	\$ 1,814.77	MAINTENANCE BUILDING REPAIR SERVICES
JON WEINRICH	\$ 268.80	ATHLETICS TRAVEL
JOSTENS	\$ 185.07	HS GENERAL ED SUPPLIES
LEARN CARE TOGETHER LLC	\$ 2,625.00	CTE CREDENTIALS TO CAREERS - GRANT
LEWIS CENTRAL HIGH SCHOOL	\$ 130.00	MS BAND ENTRY & REGISTRATION
MENARDS	\$ 194.73	HS IND ARTS RESALE INVENTORY
MID-AMERICAN RESEARCH CHEMICAL	\$ 1,306.07	BUILDINGS/GROUNDS CUSTODIAL SUPPLIES
MIDAMERICAN ENERGY	\$ 13,627.88	UTILITIES-ELECTRICITY
MILLER BUILDING	\$ 324.03	MAINTENANCE BUILDING SUPPLIES
MITEL NET SOLUTIONS	\$ 952.39	TELEPHONE
MO VALLEY TIRES LLC	\$ 56.00	VEHICLE REPAIR SERVICES
MUSTANG MARKETPLACE	\$ 549.00	SUPPLIES
O'REILLY AUTO	\$ 181.99	TRANSPORTATION REPAIR PARTS
OMAHA PERFORMING ARTS	\$ 1,725.00	HS MUSIC GRANT SUPPLIES
PAGE COUNTY LANDFILL ASSOCIATION	\$ 250.00	MAINTENANCE GARBAGE COLLECTION
PETTY CASH/CLAUDIA ALEXANDER	\$ 30.00	HS PRINCIPAL SUPPLIES
PETTY CASH/KATIE LAMOND	\$ 160.00	MS ROBOTICS TRAVEL
PLUNKETT'S PEST CONTROL	\$ 210.33	MAINTENANCE PEST CONTROL CONTRACT
RASMUSSEN MECHANICAL SERVICES	\$ 5,848.66	MAINTENANCE BUILDING REPAIR SERVICES

RED OAK WELDING	\$	612.10	HS GENERAL ED SUPPLIES
RELAYHUB LLC	\$	482.02	MEDICAID BILLING SERVICES
RIEMAN MUSIC DES MOINES	\$	1,597.69	BAND SUPPLIES
RIVERSIDE CSD	\$	5,786.40	OPEN ENROLLMENT
ROCSTOP - FOOD	\$	204.00	SUPPLIES
ROCSTOP CARDTROL	\$	3,262.99	TRANSPORTATION DIESEL
SAPP BROS.	\$	182.90	TRANSPORTATION SUPPLIES
SHENANDOAH MEDICAL CENTER	\$	6,176.00	BUS DRIVER PHYSICALS
SHENANDOAH SANITATION	\$	1,980.25	MAINTENANCE GARBAGE COLLECTION
SHENANDOAH SCHOOL LUNCH	\$	106.87	SUPPLIES
SIDNEY COMMUNITY SCHOOL DISTRICT	\$	8,535.26	OPEN ENROLLMENT
SPECIALTY FUNDRAISING	\$	292.14	EL PRINCIPAL SUPPLIES
STANTON COMMUNITY SCHOOL DISTRICT	\$	25.00	MS GENERAL ED STUDENT REGISTR
STEVE WEISS MUSIC INC.	\$	936.85	HS BAND EQUIP GRANT EXPENSES
SWIFT SERVICES LLC	\$	249.89	NETWORK SUPPORT INTERNET ACCE
ULINE	\$	132.51	MAINTENANCE SUPPLIES
UNIVERSITY OF IOWA COLLEGE OF	\$	350.00	REGISTRATION - ROBOTICS
US CELLULAR	\$	482.36	NETWORK SUPPORT INTERNET ACCE
VEIT	\$	361.96	SUPPLIES
VERIZON WIRELESS	\$	763.08	TELEPHONE
WHITE CASTLE ROOFING	\$	1,083.00	MAINTENANCE BUILDING REPAIR SE
WOODWARD GRANGER CSD	\$	9,623.68	TUITION TO LEA WITHIN IA NOT C
ZEARN	\$	125.00	IGNITE GENERAL ED TEXTBOOKS
Fund Number 10	\$	476,081.06	
Checking Account ID 10	Fund Number 22		MANAGEMENT FUND
SU INSURANCE COMPANY	\$	50,842.50	BREAKDOWN INSURANCE
WILSON INSURANCE AGENCY	\$	274.00	BUILDER'S RISK INSURANCE
Fund Number 22	\$	51,116.50	
Checking Account ID 10	Fund Number 33		SAVE (SECURE AN ADVANCED V
			FOR ED.
CARL A. NELSON & CO	\$	1,058.76	CONSTRUCTION MANAGEMENT
CITY OF SHENANDOAH	\$	750.00	BULDING PERMIT - K8 HVAC ZONE
CTI	\$	5,176.71	ACOUSTIC PANELS - BORD166212
IMEG	\$	31,931.25	HVAC ZONE 3 CONSULTANTS
WELLS FARGO BANK N.A.	\$	63,845.00	BUS LEASE
Fund Number 33	\$	102,761.72	
Checking Account ID 10	Fund Number 36		PHYSICAL PLANT & EQUIPMEN
ACER SERVICE CORPORATION	\$	10,046.87	TECH RELATED SUPPLIES
ALBIREO ENERGY	\$	1,076.90	OTHER EQUIPMENT
AMAZON.COM SALES INC.	\$	899.78	COMPUTERS
BLUPOINTE DRS	\$	1,118.00	TECH RELATED SOFTWARE
CDW GOVERNMENT	\$	4,186.09	OTHER EQUIPMENT
COUNCIL BLUFFS CSD	\$	807.52	RENT OF ROOM
FARONICS	\$	2,625.00	TECH RELATED SOFTWARE
RASMUSSEN MECHANICAL SERVICES	\$	16,666.82	EQUIPMENT REPAIRS
WELLS FARGO FINANCIAL LEASING	\$	2,181.88	COPIER LEASE
Fund Number 36	\$	39,608.86	
Checking Account ID 10	Fund Number 61		SCHOOL NUTRITION FUND
AMAZON.COM SALES INC.	\$	125.03	SUPPLIES
BERNARD FOOD INDUSTRIES	\$	1,072.85	FOOD
BMO MASTERCARD	\$	1,055.82	SUPPLIES
FAREWAY STORES	\$	386.25	FOOD
HILAND DAIRY	\$	6,526.06	FOOD
HY-VEE	\$	231.76	FOOD
MARTIN BROS DIST	\$	27,993.79	FOOD/SUPPLIES
RAPIDS WHOLESALE	\$	214.12	SUPPLIES
Fund Number 61	\$	37,605.68	
Checking Account ID 10	\$	707,173.82	
Checking Account ID 40	Fund Number 21		ACTIVITY FUND
AMAZON.COM SALES INC.	\$	2,096.68	HS SUPPLIES
AMERICAN CANCER SOCIETY	\$	4,610.40	PINK OUT DONATION
AUSTIN HEROLD	\$	220.00	MS GENERAL ATHLETICS OFFICIAL
AXOMO	\$	52.04	SUPPLIES/HOPE SQUAD
BMO MASTERCARD	\$	1,256.55	SUPPLIES
BMO MASTERCARD	\$	26.90	SUPPLIES/FCCLA
BMO MASTERCARD	\$	67.54	HS DRAMA SUPPLIES
BMO MASTERCARD	\$	383.25	SUPPLIES/STUDENT COUNCIL
BMO MASTERCARD	\$	1,808.28	ENTRY FEE/SUPPLIES
BMO MASTERCARD	\$	198.09	MAY MENTORING ACTIVITY SUPPLI
BUSINESS PROFESSIONALS OF AMERICA -	\$	1,575.00	NATIONAL BPA CONFERENCE
CAMRYN GILE	\$	850.00	HS DRAMA PURCHASE SERVICE
CHRIS GIRRES	\$	650.00	SUPPLIES/GENERAL ATHLETICS
CINDY MCCALL	\$	1,200.00	HS DRAMA PURCHASE SERVICE
CLARINDA FCCLA	\$	35.00	MEALS - SOUTH DISTRICT FCCLA M
DAKTRONICS INC	\$	290.00	SUPPLIES/GENERAL ATHLETICS
DENNY HOWARD	\$	22.00	GENERAL ATHLETIC WORKERS
DUSTIN EDIE	\$	200.00	MS GENERAL ATHLETICS OFFICIAL

FAREWAY STORES	\$	46.32	MUSTANG FIELD CONCESSION SUPPI
FRENDT THEATRICAL PROJECTIONS LLC	\$	650.00	HS DRAMA SUPPLIES
HOWIES HOCKEY INC.	\$	545.46	SUPPLIES/GENERAL ATHLETICS
IOWA HIGH SCHOOL SPEECH ASSOCIATION	\$	684.00	REGISTRATION/SHS SPEECH CLUB
JOHN MURREN	\$	150.00	DJ SERVICES
MICHAEL PHILLIPS	\$	100.00	MS GENERAL ATHLETICS OFFICIAL
MILLER BUILDING	\$	225.89	HS DRAMA SUPPLIES
NATIONAL FFA ORGANIZATION	\$	544.80	HS SUPPLIES/FFA
NICHOLAS ROBERTS	\$	66.00	MS GENERAL ATHLETIC WORKERS
NOBLE TOMMY MOTHERSHEAD	\$	200.00	MS GENERAL ATHLETICS OFFICIAL
PETTY CASH/CLAUDIA ALEXANDER	\$	990.00	TRAVEL/GENERAL ATHLETICS
PHILIP TURNER	\$	110.00	MS GENERAL ATHLETICS OFFICIAL
ROCSTOP - FOOD	\$	1,272.00	MUSTANG FIELD CONCESSION SUPPI
SERENITY STUDIO	\$	178.00	SUPPLIES/STUDENT COUNCIL
SHENANDOAH SCHOOL LUNCH	\$	73.16	SUPPLIES/WRESTLING
TRENT TURNEY	\$	110.00	MS GENERAL ATHLETICS OFFICIAL
TROY NICKLAUS	\$	200.00	MS GENERAL ATHLETICS OFFICIAL
Fund Number 21	\$	<u>21,687.36</u>	
Checking Account ID 40	\$	<u>21,687.36</u>	

First Name	Last Name	Organization	Start Date	End Date	Name of Fundraiser	What specific funds will be used for	Percentage of profit	Population
Daniel	Autry	BPA	2/25/2026	4/15/2026	<a href="https://fundraisegenius.com/bpa">https://fundraisegenius.com/bpa</a>	Providing for travel and lodging expenses related to the National Leadership Conference in Nashville, TN. All excess will be used as seed money to help fund next year's costs	80%	Staff or General Public
Daniel	Autry	BPA	2/25/2026	4/15/2026	Bound: "go fund me"-styled fundraiser	Assisting BPA NLC qualifiers to afford travel, lodging, food, registration, and entertainment while away for National Competitions	100%	Staff or General Public
Daniel	Autry	BPA	2/25/2026	4/15/2026	Chocolate Sales	Funding BPA activities and events	100%	Staff or General Public

**Out of State Travel**

<b>Date</b>	<b>Location</b>	<b>Grade Level/Class</b>	<b>Sponsor</b>
4/17/2026	Henry Doorly Zoo, Omaha, Nebraska	PK4	Amy Resh
3/26/2026	Orpheum Theatre, Omaha, Nebraska	9-12 (12 students, Theatre Arts classes)	Amy Toye
3/26-27/2026	South Dakota State University, SDSU	10-12 grade	Sarah F. Martin
4/1/2026	St. Joseph, Missouri	Boys Tennis	Brian Daoust





February 20, 2026

Greetings from AEA Purchasing!

You will find attached the agreement for participating in the AEA Purchasing Food, Ware Wash and Small Wares cooperative purchasing programs for school food service. As a reminder, AEA Purchasing has the ability to share this document electronically allowing for completion and e-signature by the authorized person/persons. If your school district is interested in completing this agreement electronically, please email Administrative Assistant Barb Adams at [barb@aeapurchasing.org](mailto:barb@aeapurchasing.org). Of course we are still able to accept signed and emailed copies as well. You may want to forward or print this off for your Superintendent or Business Manager.

In school year 2025-2026 there are 323 schools and districts that participate with the AEA Purchasing program and we anticipate over \$50 million dollars in purchases.

Electronic copies of the agreement for the 2026-2027 school year may be acquired at the AEA Purchasing website ([www.aea-purchasing.org](http://www.aea-purchasing.org)). PLEASE NOTE THE FOLLOWING.

1. THE AGREEMENT MUST BE COMPLETED ELECTRONICALLY OR RETURNED NO LATER THAN JUNE 30, 2026. THIS IS NOT NEGOTIABLE. The agreement is for school year 2026-2027. Please submit your agreement by email to [barb@aeapurchasing.org](mailto:barb@aeapurchasing.org) or:

Mail to: AEA Purchasing  
Attention: Barb Adams  
1521 Technology Parkway  
Cedar Falls, IA 50613

2. The agreement provides space to indicate the school's interest in participating in food, ware wash (dish wash) and/or small wares (pots, pans, silverware, etc.). Schools may choose any or all of these bids.
3. You will notice "TBD" or "to be determined" for the food and ware wash options on this agreement. AEA Purchasing is currently out for bid for food and ware wash, with an award date on or about April 10, 2026.
4. AEA Purchasing has taken every step towards ensuring that these bids are compliant with the Iowa Department of Education, Bureau of Nutrition and Health Services and the USDA Food & Nutrition Service Department. The participating schools must do their part in ensuring compliance.

Schools or school boards wishing further information may contact Meg Brink at 563-341-7948 or [megan@aeapurchasing.org](mailto:megan@aeapurchasing.org).

Sincerely,  
AEA Purchasing Food Team  
Barb Adams, Meg Brink, Julie Udelhofen, & Alisha Eggers

## AEA PURCHASING AGREEMENT 2026-2027

This purchasing agreement (“Agreement”) is entered into by AEA Purchasing, an entity formed by a 28E Agreement filed on or about February 7, 2011 and the \_\_\_\_\_ School District/Customer (hereafter the “Eligible Member”) located in Area Education Agency (hereafter the “AEA”) \_\_\_\_\_ for the 2026-2027 school year.

### SELECTION OF PROGRAMS

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

- A. AEA PURCHASING Food Bid \_\_\_\_\_ (To be Determined [TBD], both east & west zone)
- B. AEA PURCHASING Small Wares Bid \_\_\_\_\_ (Rapids Wholesale)
- C. AEA PURCHASING Ware Wash Bid \_\_\_\_\_ (TBD, both east & west zone)

### COMMITMENT TO BUY AND PARTICIPATE

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

Eligible Member agrees to respond to requests for information from AEA Purchasing, reporting any service, product, invoicing, or other problems that may arise between the Eligible Member and any Prime Vendor. Also, to be willing to serve on or provide input to committees, as established by AEA Purchasing, from time to time.

### EFFECTIVE DATE

To be effective beginning July 1, 2026, this Agreement must be signed no later than June 30, 2026.

### PRIME VENDOR RESPONSIBILITIES TO ELIGIBLE MEMBERS:

- Provide product data information (i.e. nutrition specifications, child nutrition documentation)
- Establish bi-weekly (or otherwise agreed upon schedule) salesperson visits and truck deliveries
- Establish, in conjunction with AEA Purchasing, food shows and seminars
- Provide monthly and weekly price reports
- Invoice and directly deliver products
- Provide computer ordering and inventory system support

### AEA PURCHASING ADMINISTRATIVE FEE

AEA Purchasing administers a \$.50 per case and a \$.10 per broken case amount to help to cover the expenses of running the program. At the conclusion of this Agreement, after expenses are paid, the balance is refunded to Eligible Members on a pro rata basis. In school year 2024-2025, the amount sent back as a year-end food rebate was \$428,890.00. Eligible Member will return any such refund to the appropriate school meals account as required by the United States Department of Agriculture (USDA). Iowa’s AEA, through the appointed representatives on the IAAEA Governing Board, will provide oversight and management for this program but no funding.

### PAYMENT

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

Eligible Member will remit payment directly to Prime Vendor. Eligible Member will pay applicable administrative fees included on its invoices. These administrative fees will be paid to AEA Purchasing by Prime Vendor pursuant to the agreement between AEA Purchasing and Prime Vendor.

### PRICE LISTS AND PRICE CHANGES

AEA Purchasing will transmit monthly and weekly price lists to Eligible Members. Firm prices will prevail for one calendar month with the exception of weekly price changes for fresh meat, dairy products and produce.

**MINIMUM ORDER AND DELIVERY**

Orders may be placed with Prime Vendor at any time during the term of this Agreement. The minimum order requirement for one Eligible Member for delivery to one building will be \$500.00 for food. The Prime Vendor will deliver and unload goods directly to Eligible Members during normal operating hours or at other mutually agreed upon times. Schools that order under \$500 will incur a \$15 service fee. There will be no fuel surcharge. There will be no minimum delivery requirement for the month of May or the three weeks prior to Winter break.

**ELIGIBLE MEMBER RESPONSIBILITY**

Eligible Member acknowledges their responsibility to comply with any and all applicable regulations of the USDA Food and Nutrition Service Department and the Iowa Department of Education Bureau of Nutrition and Health Services, including but not limited to, the retention of records and nonprogram revenue requirements. Eligible Member agrees to adhere to all provisions of the Standards of Conduct adopted by AEA Purchasing.

**COMPLIANCE BY AEA PURCHASING**

AEA Purchasing will comply with any and all applicable federal and state regulations related to the procurement of goods and services for Iowa school districts and area education agencies.

**TERMINATION**

Both Eligible Member and AEA Purchasing have the option to terminate this Agreement prior to June 30, 2027.

**SIGNATURES**

Eligible Member/School District

**AEA Purchasing Signature**  
AEA Purchasing Foodservice Division  
PHONE: 563-341-7948  
EMAIL: [megan@aeapurchasing.org](mailto:megan@aeapurchasing.org)

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

\_\_\_\_\_  
AEA Purchasing

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
School District Phone Number

*\*\* AEA Purchasing has the ability to share this document electronically allowing for completion and e-signature by the authorized person/persons. If your school district is interested in completing this agreement electronically, please email administrative assistant Barb Adams at [barb@aeapurchasing.org](mailto:barb@aeapurchasing.org) .*

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

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

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



# Memorandum of Understanding

This Memorandum of Understanding (MOU) is entered into on **February 26, 2026**, by and between **Green Hills AEA**, hereafter referred to as "GHAEA", and **Shenandoah Community School District**, hereafter referred to as the "District." The purpose of this MOU is to outline the responsibilities and expectations of both parties regarding services and supports that will be provided by GHAEA for the upcoming school year.

**Purpose:** GHAEA agrees to provide the District with the requested services and supports.

**Duration of Agreement:** This MOU will commence on July 1 of the contracted school year OR the start of the school year, depending on the service or support contracted, and will remain in effect until the last day of school OR June 30 of the contracted school year, unless terminated earlier by either party in accordance with the termination clause outlined in this document.

**Roles and Responsibilities:**

**Green Hills AEA** will provide the following services and supports based on your Service Request Form:

REQUESTED MEDIA SERVICES	
Unlimited Access to Physical Resources and 2x/week Van Delivery to Each Building (1254 students @ \$22.50)	\$28,215.00
Unlimited Access to Iowa's AEA's Digital Resource Bundle (1254 students @ \$7)	\$8,778.00
AEA Learning Online (\$.50-\$1.00/student TBD)	Separate Invoice
REQUESTED EDUCATIONAL SERVICES	
"Bundle" of Consultant Days (6 days @ \$940.00)	\$5,640.00
Additional Early Childhood Supports (5 days @ \$940.00)	\$4,700.00
REQUESTED CONTRACTED SERVICES	
Access to GHAEA Crisis Response Supports and Services	\$0.00
<b>TOTAL REQUESTED SERVICES</b>	<b>\$47,333.00</b>

Specific contractual language for individual services provided by Green Hills AEA can be found [here](#).

**The District will:**

- Ensure reasonable access to district facilities and applicable on-site technology (e.g., network access and shared printers/copiers, when appropriate) for AEA staff delivering services. AEA personnel provide their own materials and equipment for service delivery.
- Provide a suitable workspace for GHAEA staff or consultants when services are delivered on-site.
- Maintain appropriate student and staff scheduling to facilitate service delivery.
- Secure parent or guardian consent when required for student services.
- Assign district personnel to actively engage in service implementation and follow-up actions when appropriate.
- The district acknowledges that all training materials, presentations, resources, and tools provided by Green Hills AEA are proprietary and may not be recorded, reproduced, or redistributed without prior written consent.
- District personnel may use provided materials for their own professional learning but may not alter, share, or publish them outside of the intended audience without permission.

- Any virtual or in-person training sessions facilitated by Green Hills AEA may not be recorded by the district without explicit written authorization.

**Payment Terms:** The District agrees to compensate GHAEA for services provided to be billed quarterly unless a different payment schedule is required for a specific service.

Additional services are available from Green Hills AEA at state-approved or local rates, depending on the service requested. Extra days of service provided by Educational Service Consultants, Media Services, Contracted Services, or any adjustment to this Memorandum of Understanding can be requested through the Educational Service Director. Any additional services requested by the district may result in an addendum to the MOU or be invoiced directly to the district.

**Employment:** Any consultant(s) employed pursuant to this Agreement shall be considered the sole employees of GHAEA, not the contracted school district, and shall be governed by the existing personnel policies and practices for GHAEA. GHAEA shall have the sole authority for recruiting, hiring, training, evaluating, disciplining, and terminating all such personnel.

**Renewal and Termination:** In most instances, a district will engage in completing a Service Request Form for the upcoming school year to identify services and supports from GHAEA.

This Agreement may be terminated only as follows:

- Automatically at the end of the current term if the parties have not agreed to extend the contract by the date shared from GHAEA of the current contract year.
- By mutual written agreement executed by both parties.
- In the event of a material breach of this Agreement by either party, provided the non-breaching party provides 30-day written notice to the other party, and the other party has not cured the breach within 30 days of receipt of written notice.

**Early Termination:** In the event the District chooses to terminate this agreement before its completion for any reason other than a material breach by GHAEA, the District agrees to assume full financial responsibility for the total contracted amount. This includes payment for all services rendered up to the date of termination.

**Notices:** Any notice or demand desired or required to be given hereunder shall be in writing and deemed given when personally delivered or three (3) days after it is deposited in the United States mail, postage prepaid, sent certified or registered and addressed as follows:

Shenandoah Community School District  
Attention: Dr. Kerri Nelson, Superintendent  
304 W Nishna Road, Shenandoah, IA 51601

Green Hills Area Education Agency  
Attention: Chief Administrator  
24997 Highway 92, Council Bluffs, IA 51503

**Dispute Resolution:** Any disputes arising from or in connection with this Memorandum of Understanding will be resolved through mutual discussion and negotiation between the Chief Administrator of GHAEA and the Superintendent of the District.

**Amendments:** This MOU may be amended only by a written agreement signed by both parties.

**Governing Law:** The agreement shall be governed by and construed under the laws of the State of Iowa.

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

**No Waiver:** The failure of either of the parties to enforce any right or provision under this Agreement shall not constitute a waiver of such right or provision unless acknowledged and agreed to by such party in writing.

**Assignment:** Neither party may assign any right or obligation under this Agreement, in whole or in part, without the other party's prior express written consent. Subject to the foregoing, this Agreement will be binding upon and will insure to the benefit of the parties and their respective successors and assignees.

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

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.

\_\_\_\_\_  
Green Hills AEA Board President

\_\_\_\_\_  
Date

\_\_\_\_\_  
Shenandoah Community School District Board President

\_\_\_\_\_  
Date



Local Government Risk Pool

Iowa Local Government Risk Pool Commission  
1201 63rd Street  
Des Moines, IA 50311  
Phone: 1 (515) 251-5970

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**Iowa Local Government Risk Pool Commission  
Program Participation Agreement**

THIS PARTICIPATION AGREEMENT is entered into by and between Iowa Local Government Risk Pool Commission (“28E”), 1201 63rd Street, Des Moines, Iowa, 50311, and Shenandoah CSD (“District”), effective as of the 1st day of July, 2026.

WHEREAS, 28E has established a local government risk pool program called Education Energy Group Pool (the “Program”) to pool risks and stabilize gas prices for public entities in conjunction with Education Energy Group LLC to administer the Program in accordance with this agreement (“Program Administrator”), and other service providers including but not limited to WoodRiver Energy LLC as a Certified Natural Gas Provider (“CNGP”) and Iowa School Finance Information Services, Inc., an Iowa corporation (hereinafter collectively referred to as “Service Provider(s)”; and

WHEREAS, District is a member of the 28E pursuant to the Iowa Local Government Risk Pool Agreement (the “28E Agreement”), and has a need for such Program in connection with stabilization of natural gas costs within its budget;

NOW, THEREFORE, in consideration of mutual promises and warranties contained in this Agreement, the parties hereby agree to the following:

1) Services. District agrees to pay a premium to 28E for participation in Program for Enrolled Meters listed in Exhibit A of this Agreement, under the terms outlined herein. 28E agrees to meet natural gas requirements for Enrollment Meters listed in Exhibit A of this Agreement, under the terms outlined herein. District shall take title, possession, and control of gas delivered to each enrolled meter under the Program at the point of delivery.

2) Term. The term of this Agreement shall commence on the effective date listed above and shall be in effect until June 30, 2027.

3) Total Premium. The Total Premium shall be set as the sum of all District Enrolled Meters and is set forth in Exhibit B of this Agreement. Exceptions are also noted in Exhibit B of this Agreement. Premiums and any Premium Amendments shall be due and payable, within 30 days of receipt of invoice by the District to the 28E. Late charges may be assessed on Premiums not paid timely.

4) Limitation of Liability & Indemnification.

(a) District and 28E will fully indemnify and hold harmless one another and each of their respective officers, directors, agents, and employees, from and against all claims, actions, proceedings, or settlements based upon, arising out of, or sustained in connection with, any other program or service offered by District or 28E unrelated to this Agreement.

(b) Force Majeure – District shall fully indemnify 28E and Service Providers for acts of God, strikes, lock outs, pipeline explosions, pipeline maintenance, pipeline disturbances or other industrial disturbances, including those involving or affecting Service Providers producing or transporting gas on behalf of 28E.

5) 28E as Agent. Pursuant to the 28E Agreement, 28E has authority to enter into contracts and agreements to carry out the purposes of the 28E Agreement, including agreements with the Service Providers. District hereby assigns and grants 28E the right and discretion to contract with the Service Providers to administer and operate the Program, by and on behalf of the District, throughout the Term of this Agreement. The parties acknowledge that the 28E shall have no authority to undertake action on behalf of District that is beyond the scope of the authorization stated in the 28E Agreement and this Agreement. In no event shall 28E, in its capacity as agent or otherwise, take title to any gas purchased by and delivered to the District. Program Administrator has read and acknowledges the agency agreed to in this Agreement.

6) Assignment. The 28E may assign this Agreement to a designated Service Provider, upon notice to the District. Other assignments of this Agreement shall only be by mutual consent of the parties.

7) Severability. If any provision of this Agreement is held to be unenforceable, in whole or in part, such holding will not affect the validity of the other provisions of this Agreement.

8) Choice of Law. This Agreement will be governed and interpreted in accordance with the laws of the State of Iowa. The parties agree to venue and jurisdiction in the state court located in Polk County, Iowa.

9) Entire Agreement. This Agreement constitutes the complete and entire statement of all terms, conditions and representations of the Agreement between 28E and District with respect to its subject matter.

10) Modification, Waiver. No modification of or amendment to this Agreement, nor any waiver of any rights under this Agreement, will be effective unless in writing signed by the parties via an amendment to this Agreement. Waiver by a Party of any breach of any provision of this Agreement will not operate as a waiver of any other subsequent breach.

**IN WITNESS THEREOF, the parties hereto have caused this instrument to be executed by their officers designated below.**

**Iowa Local Government Risk Pool (28E)**

**Shenandoah CSD**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**Read and acknowledge:**

Education Energy Group LLC "Program Administrator"



Athena Simpson  
WoodRiver Energy  
Date: 3/1/26







**SERVICE AGREEMENT AND LICENSE**

**School-Based Software and Services**

“Effective Date”	The date on which all both Relay and Customer have executed this Agreement.
“Customer”:	Shenandoah Community School District
Customer Address:	304 W Nishna Road, Shenandoah, IA 51601
“Administrative Support Activities”:	Track and maximize Medicaid reimbursements for providing medically necessary health care services to Medicaid-eligible students.
“Relay”:	RELAYHUB, LLC, a Delaware limited liability company
“Relay Address”:	400 Metacom Avenue Suite 507, Bristol RI 02809
“System”:	Podium: Portal and Claim Management System for Medicaid Reimbursements

This Services Agreement and License (this “**Agreement**”) is made by and between Relay and Customer. Each of Relay and Customer are referred to herein as a “**Party**” and collectively, the “**Parties**.”

**WHEREAS**, Customer is an educational institution that uses software to facilitate its Administrative Support Activities;

**WHEREAS**, Relay owns a proprietary, software-based System that is used by educational institutions to facilitate their administrative support activities;

**WHEREAS**, on the terms and conditions set forth herein, Customer desires to use the System to facilitate its Administrative Support Activities, and Relay desires to provide the System and certain Services (as defined below) to Customer.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and receipt of which is hereby acknowledged, the Parties hereto do mutually agree as follows.

**1. Services and License.**

1.1 **Services.** Relay will provide the services set forth in Section 3 below and described on Schedule A attached hereto (hereinafter “**Services**”). Customer will be responsible for the actions set forth on Schedule B attached hereto, each of which is necessary in order for



Relay to provide the Services. At the Customer's option, and subject to acceptance by Relay, the Customer may purchase additional services from Relay (which, upon purchase, shall be deemed Services to the Customer under this Agreement) for which additional fees shall apply as set forth on a pricing schedule agreed in a signed and approved amendment to this Agreement

## 1.2 **License.**

(a) **License to Use the System.** In connection with Relay providing the Services, Relay grants to Customer a limited term, limited use, non-exclusive, and non-transferable license (the "**License**") to use the System and all related documentation during the Term, as defined below, solely for purpose of facilitating the Administrative Support Activities. Customer may not, and the License does not include the right to: (a) lease, loan, resell, sublicense, or otherwise allow access to the System to any third party other than Customer's employees and authorized personnel ("**Users**"); (b) use the System to provide or operate application service provider, service bureau, marketing, outsourcing services, or consulting services, or to otherwise commercially exploit the System; (c) use the System to develop any service that is competitive with the System; (d) publish or otherwise distribute passwords to the System except to its personnel, agents, or duly authorized Users, or (e) use an unauthorized password to access the System. Customer shall notify Relay if it becomes aware of any unauthorized third-party access to, or use of, the System. Relay shall own all right, title, and interest to all data developed in connection with the Services (the "**Licensed Data**") subject to its confidentiality obligations in this Agreement. Customer is hereby granted the perpetual, irrevocable, royalty-free right and license to use all Licensed Data for any purpose during the term of this Agreement and at any time thereafter. Notwithstanding the foregoing, Relay shall not share, license, sell or otherwise provide the Licensed Data to any third party. For purposes of clarity, Relay shall only be permitted to use the Licensed Data for the purpose of gathering information on an anonymous basis for internal purposes. This provision shall survive termination of the Agreement.

1.3 Customer acknowledges and agrees that the software licensed to Customer pursuant to the License and the ideas, methods of operation, processes, know-how, aesthetic aspects, sub-systems, and modules included therein, the graphical user interfaces therefor, and the look and feel of such software and System are proprietary materials which contain valuable trade secrets and other intellectual property (the "**Intellectual Property Rights**") and that all Intellectual Property Rights are owned exclusively by Relay.

1.4 Customer acknowledges and agrees that Relay shall retain all right, title, and interest in and to all Intellectual Property Rights and modifications or enhancements thereto, subject to any license granted under the Agreement. Customer may develop and own software which interfaces with the Relay software as long as Customer's software does not contain or use any Relay object code or source code.

## 2. **Compensation.**

2.1 For the Services and the License granted hereby, Customer agrees to pay Relay the fees set forth in Schedule C attached hereto (the "**Fees**") which are stated exclusive of taxes.



2.2 The Customer shall remit payment for all Fees within 30 days of the date of an invoice from Relay. Relay reserves the right to administer a late charge of 2% for each month or part of a month that payment is overdue, but not greater than the highest amount permitted by applicable law.

2.3 Relay shall add applicable sales tax on the Fees unless the Customer is exempt from paying sales tax and provides adequate documentation of such exemption to Relay.

2.4 If applicable laws require the withholding of taxes by Customer under this Agreement, Customer shall notify Relay and Relay shall provide documentation necessary to eliminate the withholding requirement; provided that if Relay is not able to reasonably satisfy Customer that withholding is not required, then Customer shall withhold and remit the required tax to the proper governmental authority.

2.5 To enable electronic billing, Customer shall be required to complete Schedule D attached hereto.

2.6 Relay may increase some or all of the Fees effective for subsequent Renewal Terms (as defined below) but only if it gives written notice thereof to Customer more than 60 (sixty) days before the end of the Initial Term (as defined below) or any Renewal Term.

### **3. Staffing, Point Persons and Set-Up.**

3.1 Staffing and Point Persons. Relay will provide staff to perform the Services in accordance with its normal staffing practices. For purposes of handling communications between the Parties with respect to the Services, point persons will be designated by the respective Parties in writing within 15 days after the Effective Date and may be changed from time to time by the appropriate Party.

3.2 Data Format. To achieve streamlining of data from Customer's system into the System, Customer agrees to provide data in accordance with Relay's data format guidelines (list of guidelines can reviewed at [relayhub.com/dataguidelines](http://relayhub.com/dataguidelines)). Delays by Customer in providing data in the required format will result in a delay in the implementation of the System.

3.3 Implementation. Upon execution of this Agreement, Relay shall begin configuration of the System for purposes of implementing and allowing access to the System by Customer in accordance with the terms of this Agreement. Upon completion of testing and implementation of the System ("**Implementation**"), Customer will have access to the System for the purpose to be used in accordance with the License

#### 3.4 System Up-Time Levels.

(a) Relay will use commercially reasonable efforts to ensure System is available to the Customer according to the standards outlined in this Agreement, exclusive of any maintenance periods. Relay may require the interruption of access to the System for maintenance purposes and Relay will use commercially reasonable efforts to conduct all such maintenance



during scheduled maintenance windows from Monday - Friday, 8:00 PM ET – 3:00 AM ET, and Friday 8:00 PM ET to midnight Sunday ET. Relay will use commercially reasonable efforts to notify the Customer of scheduled downtime expected to exceed sixty (60) minutes at least seventy-two (72) hours in advance.

(b) Relay will use commercially reasonable efforts to provide Customer with access to the System at least 99.9% of uptime during normal business hours of Customer, as measured annually, excluding planned downtime and maintenance. Relay will use reasonable efforts to notify Customer within one hour of any known and verified unscheduled downtime of the System and provide status updates periodically until the System is restored. Relay will immediately notify Customer when the service is restored.

(c) Relay will promptly respond to Customer’s reasonable inquiries regarding the System and issues encountered in connection therewith. Relay shall provide such assistance to customers during standard business hours Monday - Friday from 8:00 AM to 5:00 PM EST via email at help@relayhub.com. Relay will use commercially reasonable efforts to respond to and resolve any of Customer’s inquiries in a timely manner.

### 3.5 Training.

(a) Relay shall conduct training of Users at such times and in accordance with its training procedures following Implementation for a period to be determined by Relay not to exceed thirty (30) days (“**Training**”).

(b) Relay shall give written notice to Customer upon completion of Training. Any additional testing or training requested by Customer shall be at the cost and expense of Customer, including payment of Relay’s applicable training fee(s) and reimbursement of any costs and expenses incurred by Relay, including travel, lodging and meals.

## 4. Term and Termination.

4.1 Term. The initial term of this Agreement (the “**Initial Term**”) shall commence on July 1, 2026 and shall continue for a period of three (3) years through June 30, 2029. Thereafter, this Agreement will automatically renew for successive three (3) year periods (each, a “**Renewal Term**”) unless either Party provides written notice of its intention not to renew no less than sixty (60) days prior to the end of the Initial Term or a Renewal Term as applicable. The Initial Term and all Renewal Terms are referred to as the “**Term.**”

4.2 Termination for Cause. Either party may terminate this Agreement, effective upon written notice to the other party (the “**Defaulting Party**”), if the Defaulting Party:

(a) materially breaches this Agreement, and such breach is incapable of cure, or with respect to a material breach capable of cure, the Defaulting Party does not cure such breach within 30 days after receipt of written notice of such breach; or

(b) (i) becomes insolvent or admits its inability to pay its debts generally as they become due; (ii) becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law; (iii) is dissolved or liquidated or takes any



corporate action for such purpose; (iv) makes a general assignment for the benefit of creditors; or (v) has a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business; or

For the avoidance of doubt, Customer's failure to pay Fees owed hereunder within 30 days of the due date shall be considered a material breach.

4.3 Effect of Termination or Expiration. Upon expiration or termination of this Agreement:

- (a) Relay shall cease to perform the Services;
- (b) The License and Customer's access to the System and any related documentation shall terminate;
- (c) if such termination is due to Customer's breach, Relay shall declare all amounts owed to Relay by Customer for the entire Term to be immediately due and payable;
- (d) if such termination is due to Relay's breach, Customer shall pay Relay's outstanding invoices and Customer shall have no further payment obligations to Relay under the Agreement.

Certain provisions set forth in the Terms and Conditions (as defined below) shall survive after termination of the Agreement.

**5. Notices.** All notices given by either Party to the other Party under the Agreement shall be in writing and personally delivered or sent by guaranteed overnight courier or certified mail, return receipt requested, to the other Party's President or Chief Executive Officer or person holding the equivalent position at its address set forth above or such other person or address as a Party may indicate in writing from time to time. Such notice shall be copied via email to support@relayhub.com

**6. Additional Terms and Conditions.** The Terms and Conditions at <https://relayhub.com/relay-terms-and-conditions/> (the "**Terms and Conditions**") are incorporated into this Agreement and made a part hereof by this reference.

*[Signatures Follow on the Next Page]*



IN WITNESS WHEREOF, the Parties have executed this Agreement by their signatures below.

**RELAYHUB, LLC.**

**Shenandoah Community School  
District**

By: \_\_\_\_\_  
*(Signature)*

By: \_\_\_\_\_  
*(Signature)*

Name: Amanda Davis

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

Title: Senior VP, Sales

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

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

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



**SCHEDULE A**  
**RELAY OBLIGATIONS – MEDICAID REIMBURSEMENT**

These are the processing steps Relay will perform:

1. Relay will provide the Customer with access to the System as described in the Agreement.
2. Relay will return to the Customer any and all logs and/or claims that it deems have insufficient information to formulate a claim and/or are otherwise noncompliant with applicable law regarding appropriate Medicaid billing. Relay will support the Customer with direction on how to bring such logs and/or claims into compliance.
3. Relay will provide reasonably timely electronic claims processing for the Customer's claims.
4. Relay will provide quarterly management reports to the Customer to highlight reimbursement trends and optimization opportunities.

These are services that Relay will perform:

1. Manage Eligibility Submissions
  - a. Relay will verify and submit eligibility requests monthly on behalf of the Customer.
2. Claims Creation and Submissions
  - a. Relay will submit all verified services to the state on behalf of the Customer on a mutually agreed upon time frame that is no more than a monthly basis.
3. Pending Claims Clean up
4. Relay will review pending claims on a quarterly basis to resolve issues and submit verified claims to the state on behalf of the Customer Denial and void management.
  - a. Relay will review denied claims on a monthly basis and will resolve denials to resubmit verified claims to the state on behalf of the Customer. Relay will support the Customer with the void process and confirm void has been accepted with the state on behalf of the customer.
5. Import of Services
  - a. Relay will import services from verified third party systems and submit verified claims to the state on behalf of the customer.
6. Claims status and Revenue reporting twice annually
  - a. Relay will provide twice annual reporting to the customer to highlight reimbursement trends and optimization opportunities.



7. Claims Year over Year Analysis
  - a. Relay will provide an end of year report to the customer identifying reimbursement trends and areas of growth in comparison to the previous year.
8. Administrative series training
  - a. Relay requires customers to attend a three-part administrative training series to develop a foundational understanding of the Relay system.
9. Delivery of Provider training – Train the Trainer Model
  - a. Relay will train designated District leads to cascade provider training to all staff members. Resources, guides and videos will be provided to the Customer.
  - a. If the IEP data is available and can be imported from a verified third party system, Relay will track prescribed versus delivered minutes on a quarterly basis to provide reporting to the Customer on missing service documentation
2. Service Provider Management and Reach out
  - a. Relay will provide the customer with data gap analysis reports on a quarterly basis and support the client in provider communication to address gaps.

**SCHEDULE B**  
**CUSTOMER OBLIGATIONS - MEDICAID**

1. Customer will maintain current provider enrollment with the appropriate state Department that oversees Schools Based Medicaid.
2. Customer will ensure the NPI (National Provider Identification Number) is updated to reflect current managing partner information for the Customer
3. Customer will ensure it is using licensed providers as required under the program and that information pertaining to licensure is available when necessary. Customer will ensure it is enrolling ORP providers within State Medicaid as required under the program information pertaining state specific programs.
4. Customer will have a minimum of 1 (one) person designated as the Medicaid Coordinator for the Customer, and the Medicaid Coordinator will follow Relay administrative guidelines and attend the three part Administrative Training Series.
5. Customer will identify additional stake holder(s) contacts for Relay for high level communication and escalation;



6. Customer will identify a minimum of 1 (one) person designated to train the train model for annual refreshers and new staff hires.
7. Customer will communicate changes in Customer administration to Relay in a timely manner;
8. Customer will ensure it is complying with all areas of participation in the Customer Medicaid Assistance Program including active participation in:
  - (a) Collection of Parental Consents; Goal set of 85% of parental consent for students collected.
  - (b) Collection of Prescriptions; Goal set of 85% prescriptions collected.
  - (c) Compliance with State and Federal Regulations, statutes, and documentation retention requirements applicable to the Customer Schools based Medicaid Program;
  - (d) Timely submission of Medicaid claim information (both electronic and paper) within 30 (thirty) days from date of service provision;
  - (e) Maintain HIPAA compliance when communicating with Relay staff (email, Basecamp, etc.);
  - (f) Customer to address data gaps from reports provided by Relay in a timely manner.

The Relay team is dedicated to streamlining data transfer from the current district platform(s) into the Relay system. To achieve this effectively during your implementation your district agrees to:

- Best effort to provide data matching the file format (template) provided by the implementation team.
- Using the file templates provided, provide data export samples of student, IEP (Individualized Education Plan) data, and provider data at or within two weeks of technical kickoff.
- Deliver data into the designated shared folder on agreed upon schedule.
- Make technical resources and system export capabilities available in accordance with the implementation schedule.
- Make reasonable data entry process changes at the district level for standardization of data provided to Relay. For Example: Upon reviewing your districts data set, we may see the same data being inputted inconsistently (I.e., 90 minutes being inputted as 1.5 hours), we would ask that the district input data consistently going forward and complete a one-time data cleanup)



Delays by the district to provide this information and resources will result in a delay in the implementation of a fully functioning solution until the district can effectively address and resolve data discrepancies.

**SCHEDULE C**

**FEES**

<b>Relay Pricing</b>	<b>Year 1-3</b>
Subscription Fee	the Customer shall pay Relay a percentage-based fee of 7% of the net Medicaid receivables paid to Customer during such month. This will not include any Medicaid funds that are paid to the Iowa Department of Human Services and not paid to the Customer. This will not include any subsequent true-ups or cost adjustments based on audits or similar exercises done by the State but shall be based solely on the payments received by the Customer during the month prior to invoice.  The Subscription Fee will be invoiced monthly. The fee will be calculated monthly based on paid claims for the preceding month.
Customization not included in contract proposal. All additional customization requests are done thru a change request order based on a need's assessment as agreed by Customer and Relay. All customization requests will be reviewed with our developers and additional pricing may apply @ \$200 per hour.	TBD

*All state mandated changes are configured at no charge to the Customer throughout the Term*



## SCHEDULE D

### BUSINESS ASSOCIATE AGREEMENT

RELAYHUB, LLC. (Hereinafter referred to as “Relay”)  
400 Metacom Avenue  
Suite 507, Bristol, RI 02809

Shenandoah Community School District (Hereinafter referred to as “District” or “Customer”)  
304 W Nishna Road  
Shenandoah, IA 51601

This Business Associate Agreement is hereby entered into by and between Relay and Customer, as of the date executed by Customer and recorded on the signature page below (“Effective Date”).

This Business Associate Agreement (“BAA”) supplements and amends the Service Agreement for School-Based Medicaid Billing, entered into by and between Relay and Customer, dated July 1, 2026, (hereinafter “Services Agreement”) under which Relay is providing certain Medicaid billing services (“Services”) for Customer. This BAA shall be incorporated into the Services Agreement, as if it set forth in its entirety therein, and except to the extent modified in this BAA, all terms and conditions set forth in the Services Agreement shall remain in full force and effect and govern the Services provided by Relay to Customer. Notwithstanding the foregoing, in the event of a conflict between the terms of this BAA and the Services Agreement, solely as it relates to the parties’ obligations hereunder, the terms and conditions of this BAA shall prevail.

Relay and Customer are entering into this BAA in order for both parties to meet their respective obligations as they become effective and binding upon the parties under the HIPAA Privacy, Security, and Breach Notification Rules along with any implementing regulations including those implemented as part of the Omnibus Rule (collectively referred to as the “HIPAA Rules”), under which Customer is a “Covered Entity” or “Business Associate” and Relay is a “Business Associate” of Customer. For purposes of this Agreement, any references, hereinafter, to Business Associate shall be deemed references to Relay.

#### Definitions:

Capitalized terms used but not otherwise defined in this BAA shall have the same meaning as ascribed to those terms in HIPAA Rules.

- a. “Breach” shall have the same meaning as set forth in 45 CFR §164.402.
- b. “Business Associate” shall mean the Business Associate entity identified above to the extent it receives, maintains, or transmits Protected Health Information in delivering Services to Customer.



- c. "HIPAA" shall mean the Health Insurance Portability and Accountability Act of 1996.
- d. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR §160 and §164, Subparts A and E.
- e. "Protected Health Information" or "PHI" shall have the same meaning as the term 'protected health information' in 45 CFR §160.103 and shall be limited to the PHI created by Business Associate on behalf of Customer or received from or on behalf of Customer pursuant to the Services Agreement.
- f. "Security Incident" shall have the same meaning as set forth in 45 CFR §164.304.
- g. "Security Rule" shall mean the Standards for Security of Individually Identifiable Health Information at 45 CFR § 164, Subparts A and C.
- h. "HITECH Act" shall mean the applicable provisions of the Health Information Technology for Economic and Clinical Health Act, as incorporated in the American Recovery and Reinvestment Act of 2009, and including any implementing regulations.

## 2. Obligations and Activities of Business Associate.

- a. Business Associate agrees to not Use or further Disclose PHI other than as permitted or required by this BAA or as required by law.
- b. Business Associate agrees to use appropriate safeguards designed to prevent Uses or Disclosures of the PHI other than as provided for by this BAA or the Services Agreement.
- c. Business Associate agrees to implement and maintain procedures that reasonably and appropriately protect the confidentiality, integrity, and availability of electronic PHI, and consistent with and as required of business associates by the HIPAA Rules. However, it shall be the responsibility of Customer and not Business Associate to comply with requirements under 45 CFR §164.312 to implement encryption or decryption mechanisms for electronic PHI maintained on physical media (e.g. tapes) stored by Business Associate.
- d. Business Associate agrees to promptly report to Customer any Security Incident, Breach, or other Use or Disclosure of PHI of which it becomes aware that is not permitted or required by this BAA or the Services Agreement. In the event of a Breach, such notification shall be made in accordance with and as required of a business associate by the HIPAA Rules, including without limitation pursuant to 45 CFR 164.410. Business Associate will provide reasonable assistance and cooperation in the investigation of any such Breach and shall document the specific PHI which have been compromised, the identity of any unauthorized third party who may have accessed or received the PHI, if known, and any actions that have been taken by Business Associate to mitigate the effects of such Breach.
- e. Business Associate agrees to require any agent or subcontractor, to whom it delivers PHI for the purposes of assisting in providing services pursuant to the Services Agreement, to enter into a written agreement requiring such agent or subcontractor to provide privacy



and security protections to such PHI at least as stringent as those required of Business Associate through this BAA.

- f. If Business Associate has custody of PHI in a Designated Record Set with respect to Individuals, and if Customer so requests, Business Associate agrees to provide access to such PHI to Customer by retrieving such PHI in accordance with the terms and conditions of the Services Agreement, so the Customer may respond to an Individual in order to meet the requirements of 45 CFR §164.524.
- g. Business Associate agrees that if an amendment to PHI in a Designated Record Set is required, if Business Associate has custody of PHI in a Designated Record Set with respect to Individuals, and if Customer instructs Business Associate to retrieve such PHI in accordance with the Services Agreement, Business Associate shall perform such service so that Customer may make any amendment to such PHI as may be required by either Customer or an Individual pursuant to 45 CFR §164.526.
- h. Business Associate agrees to document and make available to Customer the information required to provide an accounting of Disclosures of PHI, provided that Customer has provided Business Associate with information sufficient to enable Business Associate to know which records or data received from or on behalf of Customer by Business Associate contain PHI. The documentation of Disclosures shall contain such information as would be required for Customer to respond to a request by an Individual for an accounting of Disclosures of PHI in accordance with 45 CFR §164.528 or other provisions of the HIPAA Rules.
- i. Unless otherwise expressly agreed in the Services Agreement, Business Associate shall promptly notify Customer of any requests by Individuals for access to or knowledge or correction of PHI, without responding to such requests, and Customer shall be responsible for receiving and responding to any such Individual requests.
- j. To the extent the Business Associate is to carry out one or more of Customer's obligation(s) under Subpart E of 45 CFR §164, Business Associate shall comply with the requirements of Subpart E that apply to Customer in the performance of such obligation(s).
- k. Business Associate agrees to make its internal practices, books, and records available to the Secretary of Health and Human Services ("Secretary") for purposes of determining compliance with the HIPAA Rules.

### 3. Permitted Uses and Disclosures by Business Associate.

- a. Business Associate may only Use or Disclose PHI as necessary to perform Services for, or on behalf of Customer pursuant to the Services Agreement.
- b. Business Associate may Use or Disclose PHI as required by law.
- c. Business Associate agrees to make reasonable efforts to limit PHI to the minimum necessary to accomplish the intended purpose of the Use, Disclosure, or request.
- d. Business Associate may not Use or Disclose PHI in a manner that would violate Subpart E of 45 CFR §164 if done by Customer.
- e. Business Associate may Disclose PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of the Business Associate, provided the Disclosures are required by law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that the information will remain confidential and used or further disclosed only as required by law or for the



purposes for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

#### 4. Obligations of Customer.

- a. Customer shall not request Business Associate to Use or Disclose PHI in any manner that would not be permissible under the HIPAA Rules if done by Customer or Business Associate. Customer shall not direct Business Associate to act in a manner that would not be compliant with the HIPAA Rules.
- b. Customer shall notify Business Associate of any limitation(s) in its notice of privacy practices of Customer in accordance with 45 CFR §164.520, to the extent that such limitation may affect Business Associate's Use or Disclosure of PHI.
- c. Customer shall notify Business Associate of any changes in, or revocation of, permission by Individual to Use or Disclose PHI, to the extent that such changes may affect Business Associate's Use or Disclosure of PHI.
- d. Customer shall notify Business Associate in writing of any restriction to the Use or Disclosure of PHI that Customer has agreed to in accordance with 45 CFR §164.522, to the extent that such restriction may affect Business Associate's Use or Disclosure of PHI.
- e. Customer agrees that it will respond to a Covered Entity's or Individual's request for an accounting of disclosures of electronic health records under 45 CFR §164.528 in accordance with Section 13405(c)(3)(A) of the HITECH Act.

#### 5. Term and Termination.

- a. Term. The term of this BAA shall commence as of the Effective Date and shall terminate automatically upon the later to occur of (i) the expiration of the Service Agreement, or (ii) when all PHI provided by Customer to Business Associate is destroyed or returned to Customer.
- b. Termination for Cause. Upon a party's knowledge of a material breach of the BAA by the other party, the non-breaching party shall provide an opportunity for the breaching party to cure the breach. If the breaching party does not cure the breach within thirty (30) days, following the breaching party's receipt of a written notice from the non-breaching party setting forth the details of such material breach, then the non-breaching party shall have the right to terminate this BAA and the Services Agreement according to the terms of the Services Agreement, or, if termination is not feasible, shall report the problem to the Secretary or any other competent authority.
- c. Effect of Termination.
  - i. Except as provided in Section 5.c.ii. below, upon termination of this BAA for any reason, Business Associate shall, if feasible, return or destroy all PHI received from Customer in accordance with the Services Agreement. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the PHI.



- ii. In the event that Business Associate determines that returning or destroying the PHI is infeasible, Business Associate shall provide to Customer notification of the conditions that make return or destruction infeasible. Upon notice to Customer, Business Associate shall extend the protections of this BAA to such PHI and limit further Uses and Disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI pursuant to the terms of the Services Agreement.

## 6. Miscellaneous.

- a. Indemnification. Business Associate agrees to indemnify Customer from and against any fines or penalties imposed upon Customer as a result of any enforcement proceeding commenced by the Secretary or any civil action brought by a state Attorney General against Customer, which proceeding or action results directly and solely from any act or omission by Business Associate which is both a violation of the HIPAA Rules and a material breach of this BAA (“Claim”). Business Associate shall not be obligated to indemnify Customer for any portion of such fines or penalties resulting from (i) Customer’s violation of the HIPAA Rules or this BAA, (ii) the negligent or intentional acts or omissions of Customer, or (iii) Claims which otherwise could have been avoided or mitigated through the commercially reasonable efforts of the Customer. The foregoing indemnity obligation is expressly conditional on Customer granting Business Associate the right at Business Associate’s option and expense, and with counsel of its own selection, to control or participate in the defense of any such Claim, provided however, that to the extent any such Claim is part of a larger proceeding or action, Business Associate’s right to control or participate shall be limited to the Claim, and not to the larger proceeding or action. In the event that Business Associate exercises its option to control the defense, then (i) Business Associate shall not settle any claim requiring any admission of fault on the part of the Customer without its prior written consent, (ii) the Customer shall have the right to participate, at its own expense, in the claim or suit and (iii) the Customer shall cooperate with the Indemnifying Party as may be reasonably requested. The foregoing states Customer’s sole and exclusive remedy and Relay’s sole liability for any loss, damage, expense or liability of Customer for any Claims in connection with this BAA.
- b. Injunctive Relief. Business Associate acknowledges that any unauthorized Use or Disclosure of PHI by Business Associate may cause irreparable harm to Customer for which Customer shall be entitled, if it so elects, to seek injunctive or other equitable relief.
- c. Regulatory References. A reference in this BAA to a section of the HIPAA Rules shall mean that section of HIPAA, the Privacy Rule, the Security Rule, the HITECH ACT, or the final Omnibus Rules as amended and in effect, and for which compliance is required.
- d. Amendment. The parties agree to negotiate in good faith any amendment to this BAA that may be required from time to time as is necessary for the Customer or Business Associate to comply with the requirements of the HIPAA Rules. If the parties cannot reach mutual agreement on the terms of any such amendment within sixty (60) days following the date of receipt of any such written request made by Customer to Business Associate, then either party shall have the right to terminate this BAA and the Services Agreement upon providing not less than thirty (30) days’ written notice to the other party.



- e. Survival. The respective rights and obligations of Business Associate under Section 5(c) above shall survive the termination of this BAA.
- f. No Third Party Beneficiaries. Nothing express or implied in this BAA is intended to confer, nor shall anything herein confer, upon any person other than Customer, Business Associate and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.
- g. Independent Contractor. Business Associate, including its directors, officers, employees and agents, is an independent contractor and not an agent (as defined under Federal common law of agency) of Customer or a member of its workforce. Without limiting the generality of the foregoing, Customer shall have no right to control, direct, or otherwise influence Business Associate's conduct in the course of performing the Services, other than through the enforcement of this BAA or the Services Agreement, or the mutual amendment of same.
- h. Counterparts and Electronic Signatures. This BAA may be executed in counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. Signatures may be made and delivered electronically and shall have the same force and effect as original signatures.
- i. Precedence; Entire Agreement. Any ambiguity in this BAA shall be resolved to permit the parties to comply with the HIPAA Rules. This BAA constitutes the entire agreement between the parties with respect to the subject matter hereof, and shall supersede all previous communications, representations, agreements and understandings relating to the HIPAA Rules, including any and all prior business associate agreements between the parties.

RELAYHUB, LLC.

Shenandoah Community School District

By: \_\_\_\_\_  
(Signature)

By: \_\_\_\_\_  
(Signature)

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

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

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

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

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

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



**SCHEDULE E**

**ELECTRONIC INVOICING INFORMATION SHEET**

<b>Electronic Invoicing Information Sheet</b>		
<b>FOR ELECTRONIC INVOICING</b>		
<b>Name:</b>		
School Customer: Shenandoah Community School District		
<b>Phone:</b>		
<b>Email:</b>		
<b>Address:</b>		
<b>City:</b>	<b>State:</b>	<b>Zip Code:</b>
<b>Special Instructions/PO#</b>		

*Please complete contact information for submission of invoices*



**vital**signs™  
UNLIMITED, INC.

925 South 7th Street, Council Bluffs, IA 51501

# PROPOSAL

250233-03

Date: 02/16/2026

Expires:

Drawing Numbers: 250233-07

**Project:** Shenandoah Community School District  
304 W Nishna Rd.  
Shenandoah, IA 51601

**Client:** Shenandoah Community School District  
304 W Nishna Rd.  
Shenandoah, IA 51601

**Contact:** Kerri Nelson Ed.D. 712 246-1581 nelsonk@shenandoah.k12.ia.us

We are pleased to offer this proposal for the following services at the above location.

<b>Project Description:</b>	<b>Item Total:</b>
Remove and dispose of the existing sign. Fabricate and install QTY 1 new single sided monument sign with halo illuminated letters "Shenandoah Community School District" attached to the sign face. An illuminated channel letter Mustang logo and non-illuminated 1/4" letters "Farragut - Imogene - Northboro - Shenandoah"	\$29,480.00
Fabricate and install QTY 5 new double sided 3'x6' directional signs.	\$16,750.00
Sign permits are to be additional and billed on the final invoice	

**Deposit Rate: 60%**  
**Deposit: \$27,738.00**

**Subtotal: \$46,230.00**

**Total: \$46,230.00**

Unless noted, prices may be subject to additional charges for: permit fees, procurement fees, any applicable taxes, crating, freight or any unforeseen conditions regarding the installation of any signs. If VitalSigns is required to drill a hole for power, a \$100.00 fee will be charged above the contract price.

CUSTOMER IS RESPONSIBLE FOR ELECTRICAL CONNECTION TO POWER SOURCE. THIS IS NOT INCLUDED IN SALES AGREEMENT TOTAL. The undersigned is also bound by the Terms and Conditions on the following page(s) of this contract.

\*\*\* SALES TAX IS NOT INCLUDED IN SALES AGREEMENT AND WILL BE BILLED ON FINAL INVOICE IF APPLICABLE. \*\*\*

**TERMS AND CONDITIONS:**

1. This proposal is made for specially constructed equipment and when accepted is not subject to cancellation. VitalSigns shall not be responsible for errors in plans, designs, specifications or drawings furnished by PURCHASER or for defects caused thereby Customer. Notwithstanding anything else to contrary, VitalSigns acknowledges that it was provided with a copy of Exhibit D (entitled Sign Criteria) of Purchaser's shopping center lease and has reviewed same, and VitalSigns represents and warrants that the sign it is provided to Purchases hereunder is in full compliance with sign criteria.

2. The PURCHASER agrees to secure all necessary governmental permits and/or all necessary permits from the building owner

**Salesperson: Olivia True**

Buyer \_\_\_\_\_ Seller \_\_\_\_\_



**vital**signs™

UNLIMITED, INC.

925 South 7th Street, Council Bluffs, IA 51501

# PROPOSAL

250233-03

Date: 02/16/2026

Expires:

Drawing Numbers: 250233-07

**Project:** Shenandoah Community School District  
304 W Nishna Rd.  
Shenandoah, IA 51601

**Client:** Shenandoah Community School District  
304 W Nishna Rd.  
Shenandoah, IA 51601

**Contact:** Kerri Nelson Ed.D. 712 246-1581 nelsonk@shenandoah.k12.ia.us

and/or others whose permission is required for the installation of this sign and he assumes all liability with regard to same, and all liability, public and otherwise for damages caused by the sign or by reason of it being on or attached to the premises. PURCHASER agrees to secure all necessary permission for use of all registered trademarks or copyrights used on the sign. All necessary electrical wiring, outlets and connections to the sign from the building meter and/or fuse panel will be properly fused and installed at the expense of the PURCHASER.

INSTALLATION PRICES QUOTED ARE SUBJECT TO REVISION WHERE EXCESS ROCK OR OTHER UNFORSEEABLE FOUNDATION CONDITIONS ARE ENCOUNTERED.

3. VitalSigns warrants the signs against defective workmanship and materials (except lamps and neon or rare gas tubing) for one (1) year from date of shipment or installation, if installation is effected by VitalSigns. Labor for the replacement of transformers, ballasts and electrical equipment is included in the warranty. Whenever there is any circumstance on which a claim might be based, VitalSigns must be immediately informed in writing or the provisions of this warranty are voided. No allowance will be made for any expense incurred in repairing defective material or supplying any missing parts, except on the prior written consent of VitalSigns. Any part found by VitalSigns to be defective due to faulty workmanship or materials, if returned prepaid within the warranty period, will be repaired or replaced, f.o.b., point of production. VitalSigns reserves the right to repair or replace in whole or in part. If the replacement part is shipped prior to receipt of the returned part, a charge for the replacement part shall be made pending return and examination of the part claimed defective. VitalSigns shall not be liable for any damages or losses other than the replacement of such defective work or material.

4. Any items not shipped or installed on or before 90 days from contract date will be invoiced in full at the designated unit price, and PURCHASER hereby agrees to pay said invoice within thirty (30) days from invoice date. It is agreed that storage charges shall accrue at the rate of one percent (1%) per month of the price of the sign commencing at the end of said 90 day period. VitalSigns at its option, may invoice each item called for in the proposal separately upon completion, or, if for reasons beyond its control completion is delayed, it may invoice for that portion of the work completed during any given month. Under no condition, will any item be held beyond 90 days after completion. In the event that size and weight of any item prohibits storage by VitalSigns on it's own property, PURCHASER must make arrangements for shipment immediately upon completion.

5. Payment for items purchased under the terms of this contract will be made on receipt of invoices submitted. In the event payment is not made as agreed, PURCHASER agrees to pay a service charge on past due amounts from the times they are due, at the rate of 1 1/2% per month. In the event this contract is placed for collection by suit or through the Probate or Bankruptcy Court, reasonable attorneys' fees shall be added.

6. All applicable taxes payable under the laws of the State into which the property is to be delivered or installed as mentioned herein shall be added to the price quoted, unless such tax is paid directly by PURCHASER.

7. VitalSigns will not be responsible for delays in shipments caused by delays created by suppliers or transportation services or by labor disputes or due to any circumstances beyond its control.

8. Title to all materials and property covered by this contract shall remain in VitalSigns and shall not be deemed to constitute a part of the realty to which it may be attached until the purchase price is paid in full. VitalSigns is given an express chattel mortgage lien upon said materials and property both erected and unerected notwithstanding the manner in which such personal

**Salesperson: Olivia True**

Buyer \_\_\_\_\_ Seller \_\_\_\_\_



**vital**signs™  
UNLIMITED, INC.

925 South 7th Street, Council Bluffs, IA 51501

# PROPOSAL

250233-03

Date: 02/16/2026

Expires:

Drawing Numbers: 250233-07

**Project:** Shenandoah Community School District  
304 W Nishna Rd.  
Shenandoah, IA 51601

**Client:** Shenandoah Community School District  
304 W Nishna Rd.  
Shenandoah, IA 51601

**Contact:** Kerri Nelson Ed.D. 712 246-1581 nelsonk@shenandoah.k12.ia.us

property shall be annexed or attached to the realty. In the event of default by PURCHASER, including, but not limited to, payment of any amounts due and payable, VitalSigns may at once (and without process of law) take possession of and remove as and when it sees fit and wherever found, all materials used or intended for use in the construction of said equipment and any and all property called for in this contract without being deemed guilty of trespass.

9. It is agreed that this contract shall be construed according to the laws of the State of Iowa.

10. When the contract is signed by a duly authorized person of each party, all provisions contained on this contract become integral parts of this contract, and there is no other agreement or understanding of any nature concerning same unless such other agreement or understanding, if any, is specifically incorporated herein by reference.

By my signature below, I authorize work to begin and agree to pay above amount in full according to the Terms and Conditions on this agreement

**To pay your down payment online please visit our website below, copy & paste into browser:**

<https://www.vtlsign.com/payment>

**\*\* No additional fee and your receipt is emailed to you automatically!**

The below section is to be completed if printing & writing on:

Down Payment Amount \$ \_\_\_\_\_ Date: \_\_\_\_\_

cc type: \_\_\_\_\_ # \_\_\_\_\_

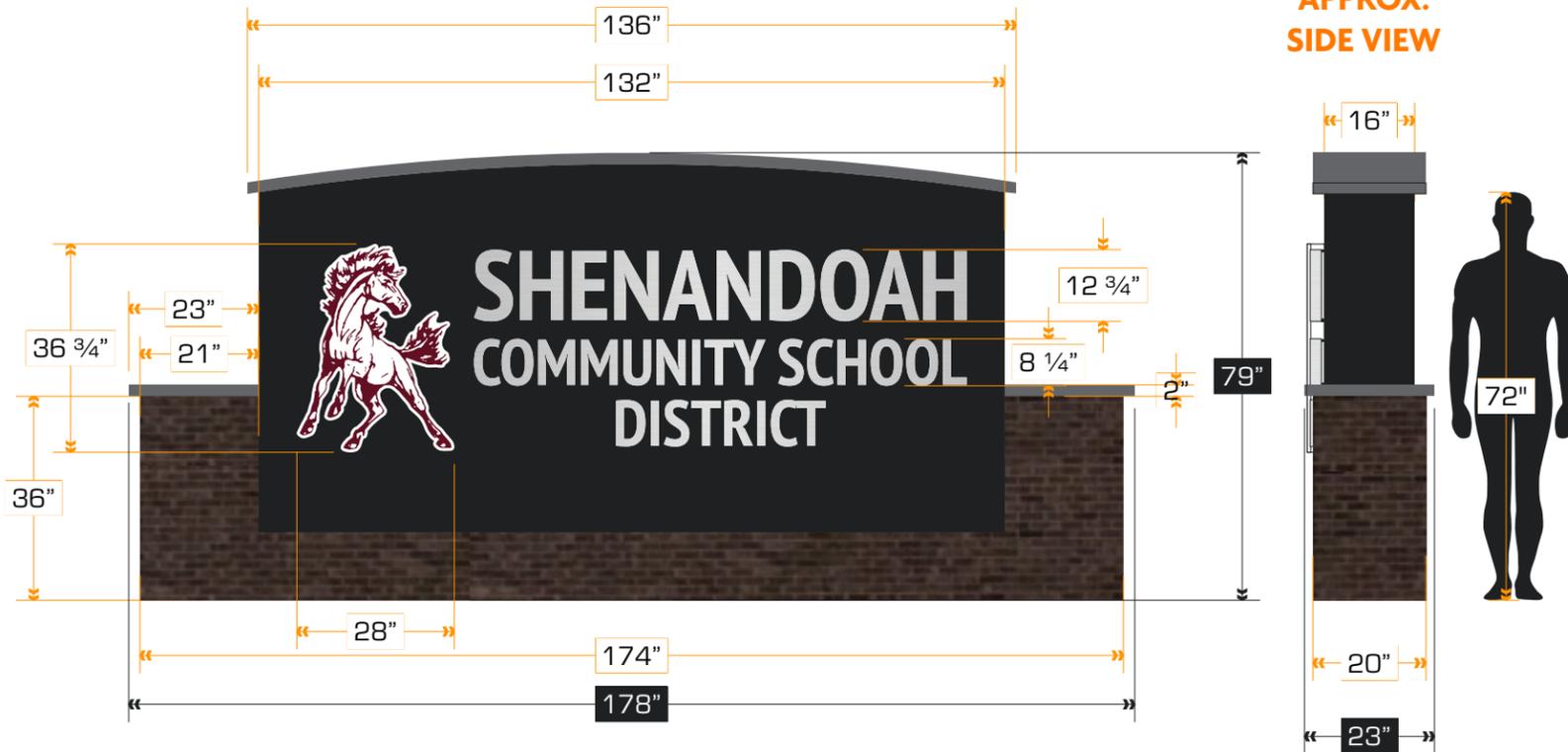
exp: \_\_\_\_\_ zip: \_\_\_\_\_ cvv/code: \_\_\_\_\_ check# \_\_\_\_\_

**Salesperson: Olivia True**

Buyer's Acceptance \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_

Seller's Acceptance \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_

**OPTION 1**



**EXISTING VIEW**



**APPROX. PROPOSED PERSPECTIVE & PLACEMENT**



**APPROXIMATE SCALE 1: 71  
BASED OFF APPROX. GIS MEASUREMENT OF SIGN WD 96"**

**ILLUMINATION PREVIEW**



**\*\*NOTE HALO ILLUMINATION WILL BE DIMINISHED DUE TO BLACK BACKGROUND ILLUMINATION PREVIEW MAY VARY**

**VitalSigns to Provide Material & Labor to complete the following:**

- Remove and dispose of the existing sign
  - Fabricate and install QTY 1 new illuminated single sided monument sign
- |  |  |
|--|--|
| <input type="checkbox"/> VECTOR ARTWORK REQUIRED                     | <input type="checkbox"/> ARTWORK NEEDS CLEANED UP  |
| <input type="checkbox"/> TEST PRINT TO MATCH COLORS CLOSELY          | <input type="checkbox"/> FABRICATE AS IS   |
| <input type="checkbox"/> REPRODUCE FROM PREVIOUS PRODUCTION FILE(S): | <input checked="" type="checkbox"/> <b>SIZES FOR REFERENCE ONLY, VERIFICATION REQUIRED</b> |
| <input checked="" type="checkbox"/> <b>SURVEY REQUIRED</b>           | <input type="checkbox"/> COLOR NEEDED (BUILDING / BRICK / ETC)                             |

**ARTWORK & SIZING SUBJECT TO CHANGE BASED ON FORMAL SURVEY  
ACTUAL SIZING & PERSPECTIVE MAY VARY**

**Fabrication Specifications**

- FACES: 3/16" 7328 White Acrylic / Polycarbonate if needed
- Aluminum Painted Black
- Brushed Aluminum Halo Illuminated Channel Letters: Perimeter 109' 5"
- VINYL: r100 g15 b36 closest PMS# 4101 C; closest VINYL Match: 3M Burgundy 3630-49
- TRIMCAP: 1" White
- RETURNS: 3" .040 Letter Coil \_ Perimeter 17' 4" White
- ILLUMINATION: White LED Modules
- BRICK: To match school building [Survey Required to match]
- FONT COMMENTS: PT Sans Narrow Bold



**vitalsigns**  
UNLIMITED, INC.

925 South 7th Street  
Council Bluffs, IA 51501  
712.256.4766  
www.vtlsign.com

**CLIENT**  
Shenandoah Community School District

**LOCATION**  
304 W Nishna Rd.  
Shenandoah, IA 51601

**SALES REP.**  
Olivia True

**DESIGNER**  
Andrew

**REVISED BY**  
Andrew

**DATE**  
02/09/2026

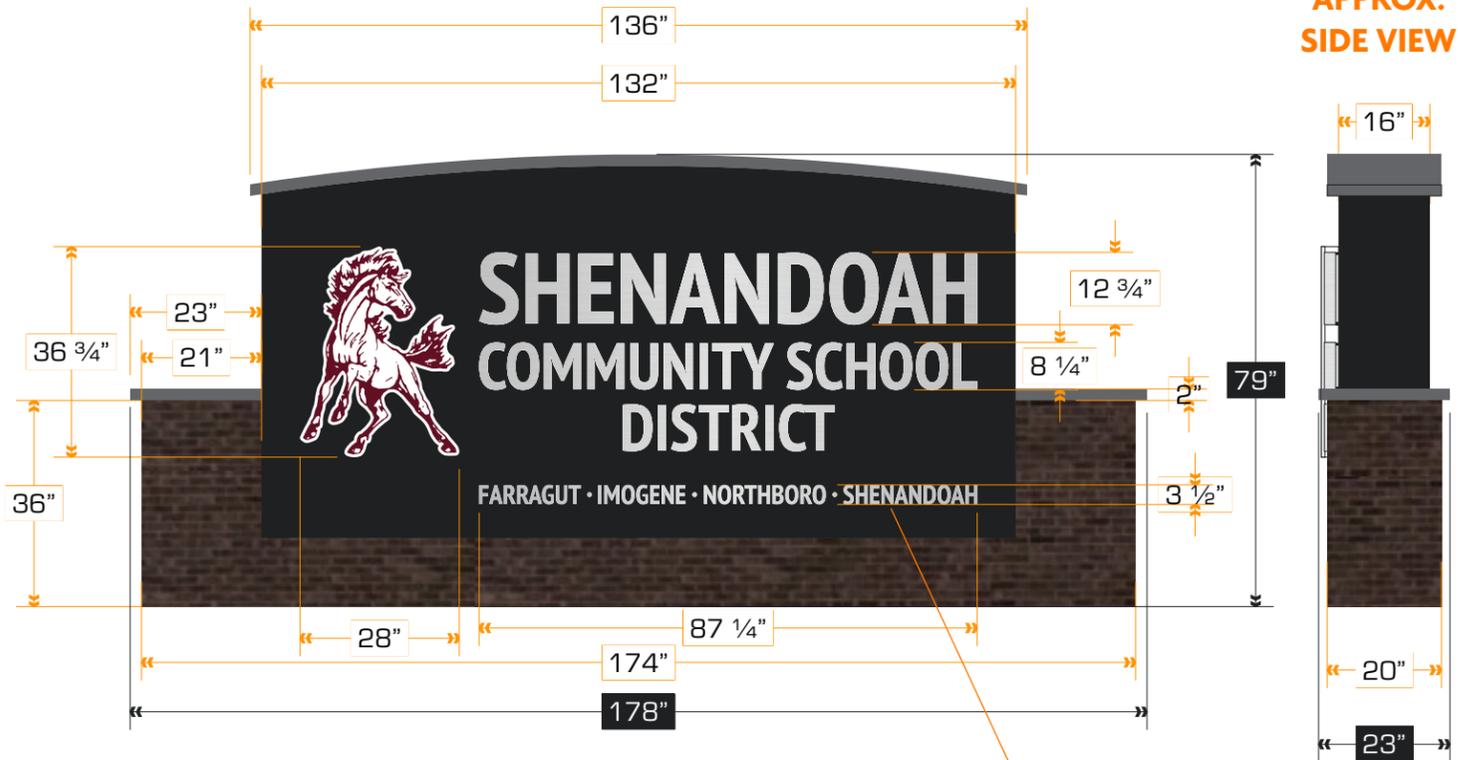
**DRAWING #**  
250233 - 07

**SIGN TYPE**  
Monument Sign

**OPTION**  
A1

**SCALE**  
3/8" : 1'

**OPTION 2**



**EXISTING VIEW**



**APPROX. PROPOSED PERSPECTIVE & PLACEMENT**



**APPROXIMATE SCALE 1: 71  
BASED OFF APPROX. GIS MEASUREMENT OF SIGN WD 96"**

**ILLUMINATION PREVIEW**



**1/4" FCO'S**

**\*\*NOTE HALO ILLUMINATION WILL BE DIMINISHED DUE TO BLACK BACKGROUND ILLUMINATION PREVIEW MAY VARY**

**VitalSigns to Provide Material & Labor to complete the following:**

- Remove and dispose of the existing sign
- Fabricate and install QTY 1 new illuminated single sided monument sign

- |  |  |
|--|--|
| <input type="checkbox"/> VECTOR ARTWORK REQUIRED                     | <input type="checkbox"/> ARTWORK NEEDS CLEANED UP  |
| <input type="checkbox"/> TEST PRINT TO MATCH COLORS CLOSELY          | <input type="checkbox"/> FABRICATE AS IS   |
| <input type="checkbox"/> REPRODUCE FROM PREVIOUS PRODUCTION FILE(S): | <input checked="" type="checkbox"/> <b>SIZES FOR REFERENCE ONLY, VERIFICATION REQUIRED</b> |
| <input checked="" type="checkbox"/> <b>SURVEY REQUIRED</b>           | <input type="checkbox"/> COLOR NEEDED (BUILDING / BRICK / ETC)                             |

**ARTWORK & SIZING SUBJECT TO CHANGE BASED ON FORMAL SURVEY  
ACTUAL SIZING & PERSPECTIVE MAY VARY**

**Fabrication Specifications**

- FACES: 3/16" 7328 White Acrylic / Polycarbonate if needed
- Aluminum Painted Black
- Brushed Aluminum Halo Illuminated Channel Letters: Perimeter 109' 5"
- VINYL: r100 g15 b36 closest PMS# 4101 C; closest VINYL Match: 3M Burgundy 3630-49
- TRIMCAP: 1" White
- RETURNS: 3" .040 Letter Coil \_ Perimeter 17' 4" White
- ILLUMINATION: White LED Modules
- 1/4" Brushed Aluminum FCO's
- BRICK: To match school building (Survey Required to match)
- FONT COMMENTS: PT Sans Narrow Bold



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Council Bluffs, IA 51501  
712.256.4766  
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**CLIENT**

Shenandoah Community School District

**LOCATION**

304 W Nishna Rd.  
Shenandoah, IA  
51601

**SALES REP.**

Olivia True

**DESIGNER**

Andrew

**REVISED BY**

Andrew

**DATE**

02/09/2026

**DRAWING #**

250233 - 07

**SIGN TYPE**

Monument Sign

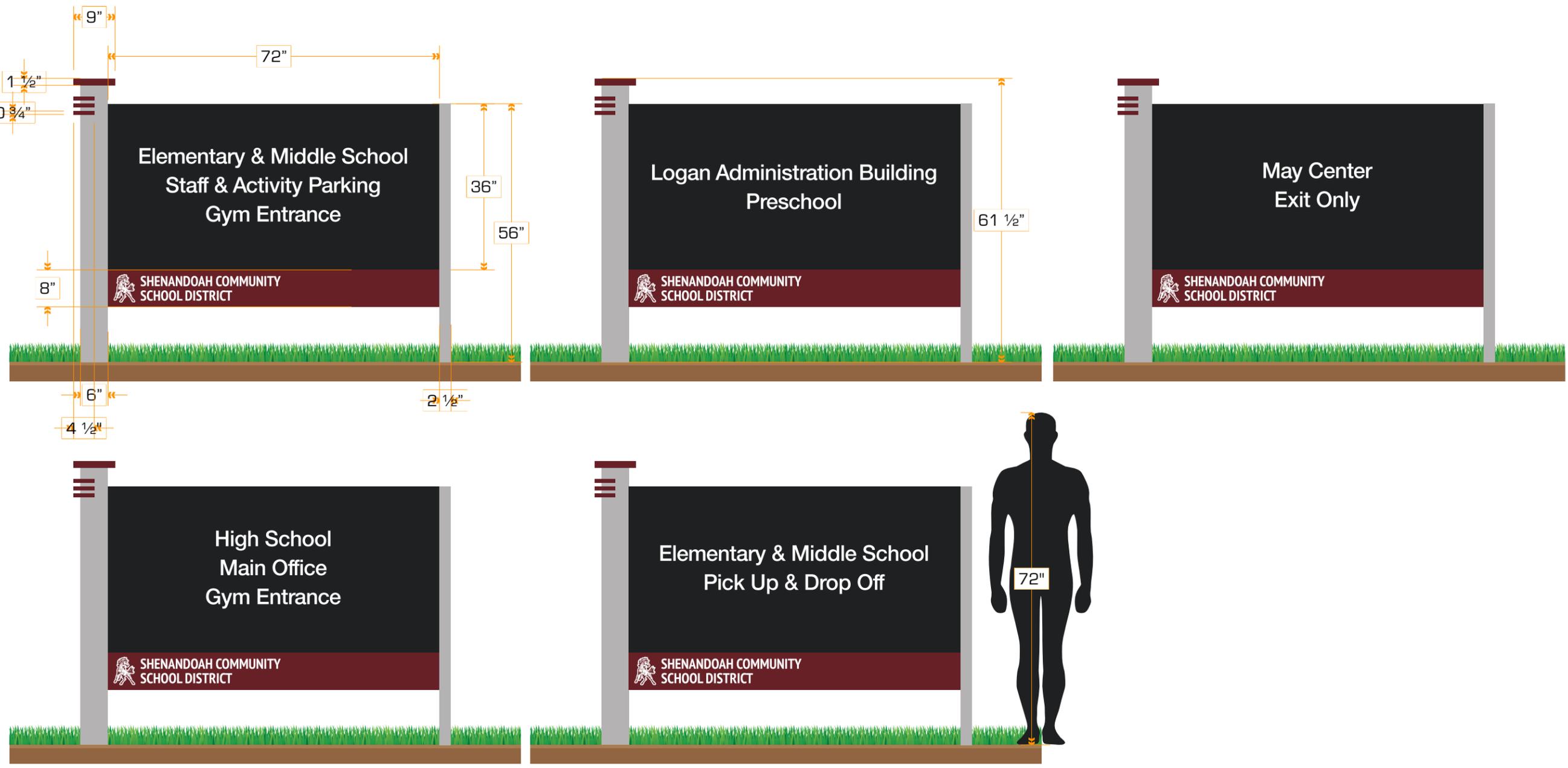
**OPTION**

A1

**SCALE**

3/8" : 1'

# SIDE A'S - SIDE B'S ON NEXT PAGE



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CLIENT  
Shenandoah Community School District

LOCATION  
304 W Nishna Rd.  
Shenandoah, IA  
51601

SALES REP.  
Olivia True

DESIGNER  
Andrew

REVISED BY  
Andrew

DATE  
02/09/2026

DRAWING #  
250233 - 07

SIGN TYPE  
Post & Panel

OPTION  
A1

SCALE  
1/2" : 1'

## VitalSigns to Provide Material & Labor to complete the following:

- Fabricate and install (qty 5) new directional signs

- |  |  |
|--|--|
| <input type="checkbox"/> VECTOR ARTWORK REQUIRED                     | <input type="checkbox"/> ARTWORK NEEDS CLEANED UP  |
| <input type="checkbox"/> TEST PRINT TO MATCH COLORS CLOSELY          | <input type="checkbox"/> FABRICATE AS IS   |
| <input type="checkbox"/> REPRODUCE FROM PREVIOUS PRODUCTION FILE(S): | <input checked="" type="checkbox"/> <b>SIZES FOR REFERENCE ONLY, VERIFICATION REQUIRED</b> |
| <input checked="" type="checkbox"/> <b>SURVEY REQUIRED</b>           | <input type="checkbox"/> COLOR NEEDED (BUILDING / BRICK / ETC)                             |

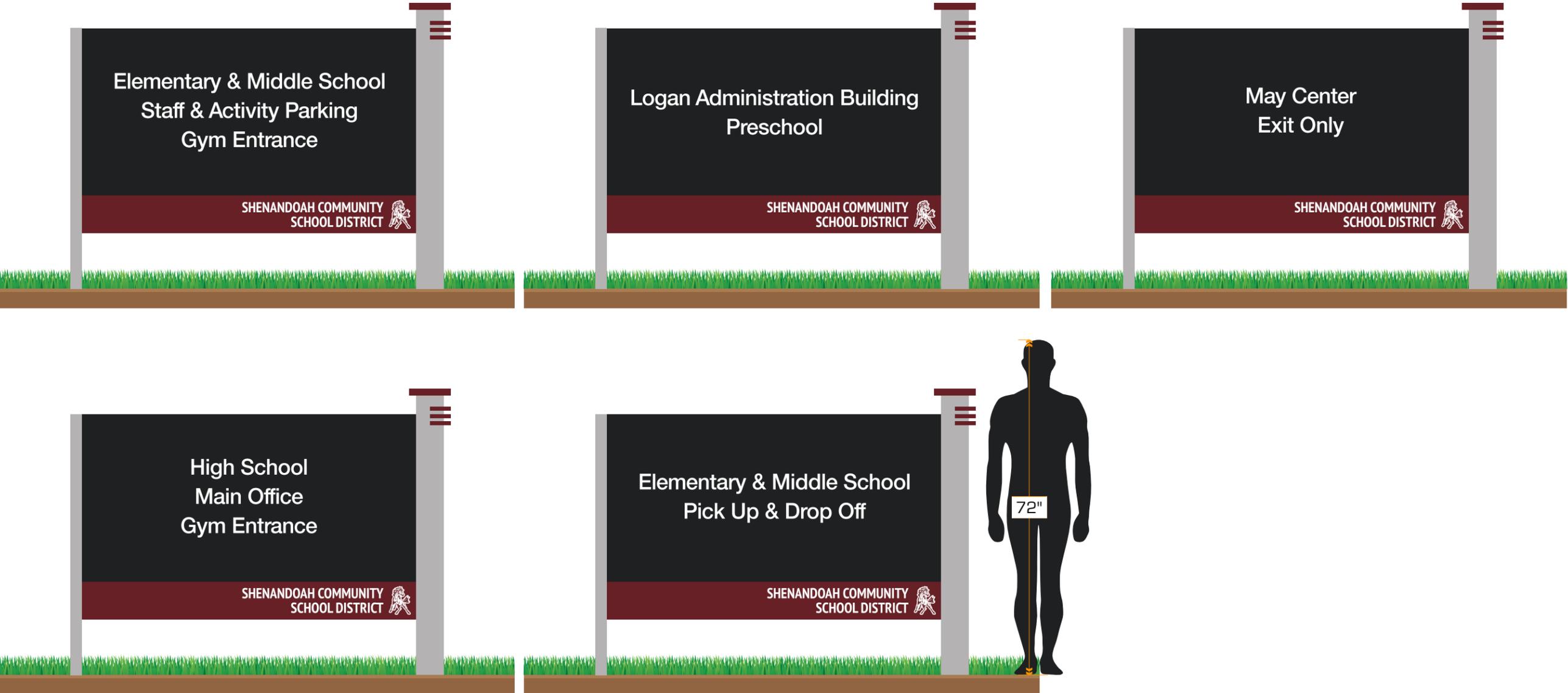
ARTWORK & SIZING SUBJECT TO CHANGE BASED ON FORMAL SURVEY  
ACTUAL SIZING & PERSPECTIVE MAY VARY

## Fabrication Specifications

- 6MM Polymetal w/ graphics applied / digitally printed
- COLOR: PMS# 4101 C
- COLOR: Black
- VINYL: White
- Posts: Painted PMS# Cool Gray 5 C

# EXACT PLACEMENT TBD

# SIDE B'S



**EXACT PLACEMENT TBD**



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UNLIMITED, INC.

925 South 7th Street  
Council Bluffs, IA 51501  
712.256.4766  
www.vtlsign.com

CLIENT  
Shenandoah Community  
School District

LOCATION  
304 W Nishna Rd.  
Shenandoah, IA  
51601

SALES REP.  
Olivia True

DESIGNER  
Andrew

REVISED BY  
Andrew

DATE  
02/09/2026

DRAWING #  
250233 - 07

SIGN TYPE  
Side B's

OPTION  
A1

SCALE  
1/2" : 1'

## TERMS OF AGREEMENT

This Service Agreement (“Agreement”) is made and entered into by and between  
C4 Operations, LLC  
d/b/a C4 Operations Background Check Services (“C4 Operations”),  
1201 Edgewood Rd. SW, Cedar Rapids, IA 52404,  
and

### COMPANY NAME

(“Client”),

### COMPANY ADDRESS

This Agreement shall be effective on the date of the last signature below (the “Effective Date”).

### RECITALS

WHEREAS, Client plans to order Consumer Reports as defined by the Fair Credit Reporting Act (“Reports”) from C4 Operations;  
WHEREAS, C4 Operations desires to prepare and deliver Reports to Client for a fee;  
WHEREAS, C4 Operations and Client desire to further define the terms by which Reports will be provided by C4 Operations to Client;  
NOW, THEREFORE, in consideration of the mutual covenants set forth in this Agreement, C4 Operations and Client hereby agree as follows:

### TERMS

#### 1. Identification of Permissible Purpose For Receiving Reports.

Client hereby certifies that all of its orders for Reports from C4 Operations shall be made, and the resulting Reports shall be used, for the following permissible purpose under the Fair Credit Reporting Act (“FCRA”) only:

(Please select one option below):

- 1.) For “employment purposes,” but only upon the express written consent of any person that will be screened**
- 2.) For “tenant-related purposes,” but only upon the express written consent of any person that will be screened**
- 3.) For another legal reason, but only upon the express written consent of any person that will be screened**

Client shall not request, obtain, or use Reports for any purpose not identified above. Among other things, Client shall not request Reports for the purpose of selling, leasing, or renting information obtained under this Agreement to any other party, whether alone, in conjunction with Client’s own data, or otherwise in any service which is derived from the Reports provided by C4 Operations.

PLEASE NOTE: THE FCRA PROVIDES THAT ANY PERSON WHO KNOWINGLY AND WILLFULLY OBTAINS INFORMATION ON A CONSUMER FROM A CONSUMER REPORTING AGENCY UNDER FALSE PRETENSES SHALL BE FINED UNDER TITLE 18 OF THE UNITED STATES CODE OR IMPRISONED NOT MORE THAN TWO YEARS, OR BOTH.

#### 2. Legal Certifications For Employment-Related Reports.

Client understands that various legal requirements apply if/when it orders Reports for employment purposes. Client shall comply with all such requirements. In particular, Client makes the following certifications as to legal

compliance as to Reports ordered for employment purposes.

**A. Disclosure.**

Client certifies that, in compliance with the FCRA, prior to ordering a Report, Client shall make a clear and conspicuous "disclosure" in writing to the individual about whom the Report will be run ("the Consumer") in a document that consists solely of the "disclosure." The "disclosure" shall explain that a Consumer Report may be procured for employment purposes. The "disclosure" shall describe the nature of the Reports to be ordered and meet all other requirements specified by applicable law. The "disclosure" shall not contain any extraneous information not required by applicable law, including, but not limited to, a release of liability.

**B. State Law Notifications.**

Client certifies that before ordering a Report from C4 Operations, it shall also provide any necessary notifications under applicable state law to the Consumer. Client understands that various states, including, but not limited to, California, Minnesota, Oklahoma, New York, Massachusetts, and Washington require that specific information be communicated to the Consumer under certain circumstances. Client also understands that certain states, such as California, Oklahoma, and Minnesota, require that applicants/employees be afforded a check box to allow them to indicate that they would like a copy of any report received by Client. Client agrees that it will work with experienced legal counsel as appropriate to ensure that all applicable requirements are accounted for.

**C. Written Consent.**

Client certifies that, consistent with the FCRA, before ordering a Report, the Consumer shall authorize in writing the procurement of such Report.

**D. EEO Law and Regulation Compliance.**

Client certifies that it shall not use information contained in a Report provided by C4 Operations in violation of any applicable federal or state equal employment opportunity law or regulation.

**E. Adverse Action Procedures.**

Client certifies that before taking adverse action based in part or whole on a Report from C4 Operations, it shall follow all legally-required "pre-adverse action" procedures specified by applicable federal, state and/or local law. For example, if the Consumer may be denied employment or incur another adverse action based in whole or part on a Report provided by C4 Operations, Client will provide to the consumer: (1) a copy of the Report, (2) a description, in writing, of the rights of the consumer entitled "A Summary of Your Rights Under the Fair Credit Reporting Act," and (3) a written notice containing any and all required notifications under federal, state, or local law. After providing the pre-adverse action communication described above, Client shall wait a reasonable period of time to allow the Consumer to dispute the accuracy of the report before taking any adverse action. After the appropriate waiting period, and assuming no dispute, Client will issue to the Consumer notice of any adverse action taken, including the statutorily-required notice identified in the FCRA. Among other things, such notice will include: (1) the name, address, and telephone number of the consumer reporting agency, C4 Operations, (2) a statement that the consumer reporting agency did not make the decision to take the adverse action and is unable to provide the Consumer the specific reasons why the adverse action was taken, (3) a statement that the Consumer may obtain a free copy of the consumer report from the consumer reporting agency within 60 days pursuant to Section 612 of the FCRA, and (4) a statement that the Consumer has the right to dispute with the consumer reporting agency the accuracy or completeness of any information in a consumer report furnished by the agency. If a dispute as to the accuracy of the Report is raised by the Consumer during the waiting period, Client will afford C4 Operations the legally-allowed time to resolve the dispute before deciding whether to take adverse action.

#### **F. Certifications Associated With Each Order.**

By having C4 Operations prepare a Report for Client, Client is certifying that: (1) A clear and conspicuous disclosure has been made in writing to the Consumer by Client (in a document that consists solely of the disclosure) stating that a Consumer Report may be obtained for employment purposes; (2) the Consumer has authorized in writing the procurement of the Consumer Report that is being ordered; (3) information from the Report to be provided by C4 Operations will not be used in violation of any applicable Federal or State equal employment opportunity law or regulation, or any other applicable law; and (4) if applicable, Client will comply with the adverse action requirements described in Section 604(b)(3) of the FCRA, as well as any other pertinent adverse action requirements. In addition, if the Consumer lives in California or is applying to work in California or works in California, by having C4 Operations prepare a Report for Client, Client is certifying that: (1) Client has complied with all disclosure and authorization requirements set forth in California Civil Code 1786.16, (2) Client has provided the Consumer a means to check a box to indicate that he or she would like a copy of any Report received by Client from C4 Operations, (3) Client will comply with any adverse requirements set forth under California law (including those identified in Cal. Civ. Code § 1786.40) should they become applicable, and (4) Client has otherwise met all requirements for obtaining a Report under California law.

### **3. Legal Certifications For Non-Employment Reports.**

Client understands that various legal requirements apply if/when it orders Reports for reasons other than employment purposes. Client shall comply with all such requirements. In particular, Client makes the following certifications as to legal compliance as to Reports ordered for non-employment purposes.

#### **A. Federal, State, and Local Law Notifications.**

Client certifies that before ordering a Report from C4 Operations for non-employment purposes, it shall provide any necessary notifications under applicable federal, state, and local law to the Consumer. Client understands that various states, including, but not limited to, California, New York, Massachusetts, and Washington require that specific information be communicated to the Consumer under certain circumstances. Client agrees that it will work with experienced legal counsel as appropriate to ensure that all applicable requirements are accounted for.

#### **B. Written Consent.**

Client certifies that, consistent with the FCRA, before ordering a Report from C4 Operations, the Consumer shall authorize in writing the procurement of such Report. Consent paperwork shall appropriately inform the Consumer of the reason for the C4 Operations check and the nature of such check, in compliance with the FCRA.

#### **C. Post-Adverse Action Procedures.**

If Client decides to take adverse action based upon a Report provided by C4 Operations, it shall issue to the Consumer notice of any adverse action taken based in part or whole on a Report, including the statutorily-required notice identified in the FCRA. Among other things, such notice shall include: (1) the name, address, and telephone number of the consumer reporting agency, C4 Operations, (2) a statement that the consumer reporting agency did not make the decision to take the adverse action and is unable to provide the Consumer the specific reasons why the adverse action was taken, (3) a statement that the Consumer may obtain a free copy of the consumer report from the consumer reporting agency within 60 days pursuant to Section 612 of the FCRA, and (4) a statement that the Consumer has the right to dispute with the consumer reporting agency the accuracy or completeness of any information in a consumer report furnished by the agency.

#### 4. Additional Commitments For Reports Containing Certain Types Of Information.

##### A. Credit History Information.

If Client chooses to order credit reports from C4 Operations, it certifies the following:

1. If Client is an employer, Client understands that at least ten (10) states and certain municipalities impose requirements and/or restrictions on employers intending to use credit reports for employment purposes. For example, Nevada and Illinois only permit employers to consider credit reports if the Consumer is working or will be working in a certain capacity. Likewise, states such as California and Colorado require that Consumers receive certain additional notifications before a credit check for employment purposes is conducted. Client will comply with all applicable legal requirements and restrictions pertaining to credit checks.

2. Client acknowledges that special requirements are imposed by credit bureaus before access to credit history information may be provided. Client therefore agrees to the following:

a. Client shall make no employment decisions based solely on credit bureau alerts/warnings regarding addresses and/or Social Security Numbers.

b. Client shall permit a physical site inspection of its premises. The cost for the site inspection will be billed to Client. C4 Operations will arrange for an inspector to come to Client's location. For residential offices, the inspection and fee will be annual.

c. Client shall ensure security programs and appropriate access requirements are in place, the purpose being to prevent unauthorized ordering, accessing, and/or unauthorized viewing of consumer information; Client shall also inform all employees that they may not access their personal information or information about friends and/or relatives or any other person unless it is for legitimate business purposes.

d. To the extent Client is eligible to receive credit scores ("Scores"), Client shall only do so for its own exclusive use. Client may store Scores solely for Client's own use in furtherance of Client's original purpose for obtaining the Scores. Client shall not use the Scores for model development or model calibration and shall not reverse engineer the Score. All Scores provided hereunder shall be held in strict confidence by Client and may never be sold, licensed, copied, reused, disclosed, reproduced, revealed or made accessible, in whole or in part, to any person, except (i) to those employees of Client with a need to know and in the course of their employment; (ii) to those third party processing agents and other contractors of Client who have executed an agreement that limits the use of the Scores by the third party only to the use permitted to Client and contains the prohibitions set forth herein regarding model development, model calibration, reverse engineering and confidentiality; (iii) when accompanied by the corresponding reason codes, to the consumer who is the subject of the Score; (iv) to government regulatory agencies; or (v) as required by law. Moreover, unless otherwise explicitly authorized in an

agreement between C4 Operations and Client for Scores obtained from a credit bureau, or as explicitly otherwise authorized in advance and in writing by a credit bureau through C4 Operations, Client shall not disclose to consumers or any third party any or all such scores provided under this Agreement, unless required by law.

e. Client shall release and indemnify the credit bureau from all liability arising from the Client's unauthorized access, improper use, or reliance on consumer credit information provided pursuant to this Agreement.

f. Client shall comply with any other requirement imposed by a credit bureau, so long as C4 Operations makes Client aware of such a requirement.

##### B. Criminal History Information.

C4 Operations recommends that Client screen consumers at the county, state, and federal level, as well as using federal and multi- state/nationwide databases. Client understands that C4 Operations cannot be held

responsible for any records that exist that do not fall within the scope of the search(es) ordered by Client. Client further understands that the multi- state/nationwide database information will only be offered in conjunction with a county or state-level verification of any possible “hit” and that Client will be separately charged for the associated fees. Client also acknowledges that C4 Operations does not report records identified as pending, incomplete, or otherwise lacking final disposition, and that the exclusion of such information is consistent with industry standards and applicable legal requirements. Finally, Client is aware that multiple states and municipalities impose restrictions on the use of criminal history information and that the EEOC counsels that employers should engage in a multi-step process when evaluating applicants’/employees’ criminal history information designed to avoid any disparate impact problems under Title VII. Client agrees to monitor all applicable legal restrictions on the use of criminal history information and take all necessary steps to comply with them.

#### **C. Motor Vehicle Record Information.**

Client certifies that it will only order motor vehicle records and/or driving records (collectively “MVRs”) in strict compliance with the Driver Privacy Protection Act (“DPPA” at 18 U.S.C. § 2721 et seq.) and any related state laws. Client further certifies that no MVRs shall be ordered without first obtaining the written consent of the Consumer to obtain MVRs. Client shall not retain or store any C4 Operations–provided MVR results or portions of information contained therein in any database or combine such information with data in any other database, except that Client may keep a copy of a Consumer’s MVR in the Consumer’s file. Client shall not transmit any data contained in the reported MVR via unsecured means. Client understands that when MVRs are sought in certain states, Client will be required to complete and store certain state-specific written consent materials in connection with any MVR check performed by C4 Operations. Client agrees to complete such state-specific written consent materials as required by law or requested by C4 Operations.

#### **D. Drug Test Results.**

Client certifies that it understands that various states impose requirements and/or restrictions on employers intending to obtain or use drug testing results. For example, Minnesota only allows employers to conduct drug testing in certain situations and further requires that certain notices be provided. Client certifies that it will comply with any and all legal requirements or restrictions pertaining to its acquisition or use of drug test results received from C4 Operations.

### **5. Obligations Regarding The Security of Reports.**

Client understands that Reports contain sensitive, personal information. Accordingly, Client agrees to do the following in order to preserve the security of the information being provided pursuant to this Agreement:

#### **A. Prevent Misuse Of Services Or Information.**

Client shall only request Reports for one-time use. Client agrees to take appropriate measures so as to protect against the misuse and/or unauthorized access of Reports. Client agrees that C4 Operations may temporarily suspend Client’s access pending an investigation of Client’s potential misuse. Client agrees to cooperate fully with any and all investigations. If any misuse or unauthorized access is found, C4 Operations may immediately terminate this Agreement.

#### **B. Properly Maintain The Client Account.**

Client is responsible for the administration and oversight of all user access associated with their account. Each user must have individual login credentials. Usernames and passwords may not be shared among employees. All users must be authorized individuals affiliated with the client organization. Client shall designate a security administrator to coordinate with C4 Operations regarding user access. All requests to add or remove users, or to modify user permissions, must be submitted to C4 Operations directly. Clients may not independently create, delete, or alter user access without C4 Operations’ involvement. Client agrees to

promptly notify C4 Operations if any user becomes inactive, no longer requires access, or if login credentials are believed to be compromised. Client further agrees to comply with all account management policies and procedures as communicated by C4 Operations from time to time.

**C. Limit Access Within Organization.**

Client shall disclose Reports internally only to Client's designated and authorized employees having a need to know and only in accordance with the Agreement and applicable law. Client shall ensure that such designated and authorized employees shall not attempt to obtain any Reports on themselves, associates, or any other person except in the reasonable exercise of their official duties.

**D. Limit Distribution Outside of Organization.**

Client shall hold any Report obtained from C4 Operations in strict confidence, and not disclose it to any third-parties except as necessary to comply with adverse-action requirements under the Fair Credit Reporting Act or as otherwise required by law.

**E. Disposal of Consumer Report Information.**

Client agrees to take reasonable measures to dispose of Reports in order to prevent the unauthorized access to – or use of – information in a Report. Reasonable measures for disposing of Report information may include: (1) Burning, pulverizing, or shredding papers containing consumer report information so that the information cannot be read or reconstructed; (2) Destroying, erasing, deleting, and/or scrambling electronic files or media containing consumer report information so that the information cannot be read or reconstructed; or (3) Engaging a professional document destruction contractor to dispose of consumer report information. In all instances, Client's report disposal procedures shall comply with applicable law.

**F. Properly Handle Any Potential Or Actual Security Breaches.**

In the event that Client learns or has reason to believe that Report data has been disclosed to or accessed by an unauthorized party, Client shall comply with any and all applicable data breach laws.

**6. C4 Operations' Services and Obligations.**

**A. Compliance with Applicable Laws.**

C4 Operations agrees to comply with all laws applicable to consumer reporting agencies. Among other things, C4 Operations will: (a) follow reasonable procedures to assure maximum possible accuracy of the information reported, (b) disclose to Consumer, upon request, the information in the Consumer's file, and (c) reinvestigate any information disputed by the Consumer at no charge to the Client and take any necessary action to rectify a report that has been determined to have incorrect or unverifiable information.

**B. Scope of Information Provided.**

C4 Operations shall seek out and deliver information consistent with the service descriptions set forth in this agreement at the time of the relevant search. Client understands that it must review and consider the scope of a search before placing an order with C4 Operations. Client also understands that it will not receive information from C4 Operations that falls outside of a requested search, and that it will not receive information that C4 Operations determines—in its sole discretion—to be unreportable under applicable law.

**7. No Legal Advice.**

Client acknowledges the importance of complying with its obligations under applicable law and agrees that it will consult with legal counsel as appropriate regarding the acquisition and use of Reports. Client understands and acknowledges that C4 Operations is not a law firm and does not provide legal advice in connection with C4 Operation's furnishing of Reports to Client or Client's use of such Reports. Client understands that any

communications by C4 Operation's employees or representatives regarding searches, verifications, or the content of reports are not to be considered or construed as legal advice. Client shall consult with counsel as appropriate before deciding whether to act upon information reported by C4 Operations. Client understands that sample forms or documents made available by C4 Operations to Client, including, but not limited to, sample disclosure notices, written authorizations, and adverse action notices, are offered solely as a courtesy and should not be construed as legal advice. Laws governing the content of such documents frequently change. Accordingly, Client shall consult with counsel to make sure that it is using appropriate documents that comply with any and all applicable federal, state, and local laws. Use of C4 Operation's sample documents or processes—including any process designed to obtain the consumer's consent to the background check—is entirely optional. Therefore, if Client chooses to use C4 Operation's sample documents or processes in part or whole, Client agrees that such documents/processes should be considered its own (not that of C4 Operations), and that Client has consulted with its own legal counsel to the extent necessary regarding the use of such documents/processes. Client shall indemnify and hold harmless C4 Operations, its affiliates, and subsidiaries and their respective officers, directors, employees, agents, and insurers from and against any and all damages, penalties, losses, liabilities, judgments, settlements, awards, costs, and expenses (including reasonable attorneys' fees and expenses) arising out of or in connection with any third-party claims, assertions, demands, causes of action, suits, proceedings or other actions, whether at law or in equity, related in any manner to Client's use of sample forms, sample documents, or processes made available by C4 Operations.

#### **8. Responsibility for Decision-Making.**

Client understands and agrees that C4 Operations does not make the decision to deny employment, deny tenancy, or take any other adverse action based on any reported findings in the C4 Operations investigation process. This responsibility rests solely with Client. Client accepts full responsibility for any decision or adverse action made in part or whole on a Report provided by C4 Operations.

#### **9. Warranties, Remedies, and Indemnification.**

**A.** C4 Operations assembles information from a variety of sources, including courthouses and government agencies. Client understands that these information sources are not maintained by C4 Operations. Therefore, C4 Operations cannot be a guarantor that the information provided from these sources is absolutely accurate. Nevertheless, C4 Operations has in place procedures designed to ensure the maximum possible accuracy of the information reported and also procedures designed to respond promptly to claims of incorrect or inaccurate information in accordance with applicable law.

**B.** Client understands that C4 Operations obtains the information in its Consumer Reports and Investigative Consumer Reports from various third-party sources "AS IS" and, therefore, is providing the information to Client "AS IS". C4 OPERATIONS MAKES NO REPRESENTATION OR WARRANTY WHATSOEVER, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE OR IMPLIED WARRANTIES ARISING FROM A COURSE OF DEALING OR A COURSE OF PERFORMANCE; C4 OPERATIONS EXPRESSLY DISCLAIMS ANY AND ALL SUCH REPRESENTATIONS AND WARRANTIES.

**C.** In addition to any indemnification obligation set forth elsewhere in this Agreement, Client shall indemnify and hold harmless C4 Operations, its affiliates, and subsidiaries and their respective officers, directors, employees, agents, and insurers from and against any and all damages, penalties, losses, liabilities, judgments, settlements, awards, costs, and expenses (including reasonable attorneys' fees and expenses) arising out of or in connection with any third-party claims, assertions, demands, causes of action, suits, proceedings or other actions, whether at law or in equity, related in any manner to: (i) any breach by Client of this Agreement or addenda to this Agreement, (ii) Client's violation of applicable laws or ordinances, or (iii) Client's negligence, misconduct, recklessness, errors or omissions.

D. C4 OPERATIONS SHALL NOT BE LIABLE TO CLIENT FOR ANY CONSEQUENTIAL, INCIDENTAL, PUNITIVE, SPECIAL, EXEMPLARY, OR INDIRECT DAMAGES (INCLUDING LOST PROFITS OR SAVINGS), EVEN IF C4 OPERATIONS WAS ADVISED OF THE POSSIBILITY OF THE OCCURRENCE OF SUCH DAMAGES. IN ADDITION, C4 OPERATIONS SHALL NOT BE LIABLE TO CLIENT UNDER ANY CIRCUMSTANCES FOR AN AMOUNT THAT EXCEEDS THE TOTAL FEES PAID TO C4 OPERATIONS BY CLIENT DURING THE 12 MONTHS BEFORE SUCH LIABILITY AROSE. BOTH PARTIES AGREE THAT THE PRICES AFFORDED TO CLIENT ARE PREMISED ON THIS CAP ON DAMAGES.

#### **10. Fees and Invoices.**

Client shall be responsible for paying all fees for services rendered to it, consistent with pricing listed in this agreement. In addition to service fees, Client shall be responsible for all data access charges or similar charges incurred by C4 Operations in carrying out the requested searches/verifications (e.g., applicable court access costs or surcharges levied by federal, state, county governments, or governmental agencies, or fees charged by educational institutions, employer verification lines, licensing agencies, or other third-parties for access to information). Client shall also be responsible for charges resulting from Client's own errors (e.g., inputting data incorrectly or making duplicate requests). C4 Operations may increase its fees for service at any time upon written notice. Client will be billed according to the Billing Terms listed in this agreement. Invoices are considered past due after thirty (30) days from date of invoice. Unpaid balances thereafter are subject to a monthly interest charge of up to 1.5% per month until the obligation is paid in full, as allowed by law. Client shall review all invoices furnished and shall notify C4 Operations of any discrepancies within thirty (30) days of receipt of the invoice. Absent an appropriate notice within thirty (30) days, the invoice will be deemed approved and accepted by Client. If it becomes necessary for C4 Operations to pursue any collection of any amount due from Client under this Agreement, in addition to the principal amount due and interest, C4 Operations shall be entitled to recover its costs of collection including, without limitation, reasonable attorney's fees, as allowed by law.

#### **11. Term.**

This Agreement may be terminated by either Party for any reason whatsoever upon 30 days' prior written notice to the other Party. Notwithstanding the above, C4 Operations may terminate this Agreement immediately upon written notice if Client is the debtor in a bankruptcy action or in an assignment for the benefit of creditors or if Client undergoes a change in ownership. In addition, C4 Operations may terminate the Agreement immediately if it determines that Client has violated the Agreement or a separate legal requirement, or if it determines that there has been a material change in existing legal requirements that adversely affects the Agreement.

#### **12. Miscellaneous.**

A. Counterparts; Facsimile Signatures. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

B. Independent Contractor. Each party is and shall remain an independent contractor. Neither party is authorized to assume or create an obligation or responsibility, express or implied, on behalf of or in the name of the other party or to bind the other party in any manner.

C. Address Change. Client shall notify C4 Operations if Client changes its name or address.

D. Information for "Vetting Purposes". Client shall be expected to provide certain information to C4 Operations regarding the nature of its business so that C4 Operations may appropriately "vet" Client before providing Reports.

**E. General Legal Compliance.** Client shall comply with all laws applicable to its ordering, receipt, or use of Reports from C4 Operations.

**F. Receipt of Federal Notices.** Client acknowledges that it has received a copy of two governmental notices: "A Summary of Your Rights Under the Fair Credit Reporting Act" and "Notice to Users of Consumer Reports: Obligations of Users under the FCRA."

**G. Audits.** C4 Operations shall have the right to conduct periodic audits of Client's compliance with this Agreement. In addition, certain third-party vendors, such as departments of motor vehicles and credit bureaus, require the right to audit Client either directly or through C4 Operations. The scope and frequency of any audit shall be at the reasonable discretion of C4 Operations and will be subject to requirements imposed by third party vendors. C4 Operations will provide reasonable notice prior to conducting any audit provided that C4 Operations has received reasonable notice from any third-party vendor involved in the audit process. Any violations discovered as a result of such audit may be cause for immediate action by C4 Operations, including, but not limited to, immediate termination of this Agreement.

**H. Forum Selection and Choice of Law.** Iowa law and federal law will govern this Agreement for all matters except for collections. The parties agree that any legal disputes other than collection matters will be handled in state court in Iowa or federal court in Iowa. Both parties agree that personal jurisdiction exists in Iowa.

**I. Validity of Agreement.** The invalidity or unenforceability of any one provision of this Agreement shall not impair the validity and enforceability of the remaining provisions.

**J. Force Majeure.** The obligation of C4 Operations to perform under this Agreement shall be excused if caused by matters beyond its reasonable control, including, without limitation, pandemic, government regulation or law, war or insurrection, civil commotion, destruction of production facilities or material by earthquake, fire, flood, storm or other natural disaster, labor disturbances, epidemic or failure of suppliers, public utilities or common carriers.

**K. Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, provided, however, Client shall not assign or otherwise transfer this Agreement or any interest herein without the prior written consent of C4 Operations.

**L. No Third-Party Beneficiaries.** Except as specifically provided for herein, this Agreement shall not confer any rights or remedies upon any person other than the parties hereto and their respective successors and permitted assigns.

**M. No Waiver.** The failure of either party to insist on prompt performance of their duties shall not constitute a waiver of that duty.

**N. Exhibits and Schedules Incorporated.** All Exhibits and Schedules attached hereto are incorporated herein.

**O. Survival.** The following provisions shall survive termination of this Agreement: 4A(2)(e), 5, 7, 8, 9, 10, 12E, and 12H.

**P. Entire Agreement.** This Agreement and any attachments hereto constitute the entire agreement between the parties and supersede all prior understanding, written or oral, between the parties with respect to the

subject matter hereof. No changes or alterations may be made to this Agreement unless in writing signed by duly- authorized representatives of each party to this Agreement.

Q. Records related to all services provided by C4 Operations (“Company”) are retained for a maximum period of three (3) years from the date the services were ordered, unless a longer retention period is required by applicable law. It is the Client’s sole responsibility to download, store, and maintain any records, reports, results, or documents provided by the Company for their own internal, legal, or compliance purposes. The Company shall have no liability for any loss of records, data, or documents not maintained by the Client. C4 Operations reserves the right to modify the record retention period at any time, with or without prior notice, in its sole discretion.