



## MISSION STATEMENT

The mission of the  
*Anamosa Community School District*  
is to provide **ALL** students  
**EDUCATIONAL OPPORTUNITIES**  
to **learn** and **achieve**  
in a rapidly **changing** global  
society.

Anamosa Community School District  
Board of Directors Regular Meeting  
Administrative Offices Board Room

**July 7, 2014 - 6:00 p.m. (Please note time change)**

### **TENTATIVE AGENDA**

- |  |         |
|--|---------|
| 1. Call to Order   | Exhibit |
| 2. Roll Call and Determination of a Quorum   |         |
| 3. Adoption of Agenda  |         |
| 4. Communication from Individuals & Delegation<br>Recognize Visitors & Community Input |         |
| 5. Employee Resignations   | A       |
| 6. Consent Agenda (Review & Approval)<br>Personnel Appointments & Adjustments          | B       |

### **OLD BUSINESS**

- |   |   |
|---|---|
| 1. Current/Future Building Project          | C |
| 2. Life Connections                         | D |
| 3. Raider Running Marathon Club             | E |
| 4. Asbestos Plan Update                     | F |
| 5. First Reading of Board Policies          | G |
| 6. Approval of Fuel Tank and Bus Bids       | H |
| 7. Apple Education Lease Purchase Agreement | I |

### **NEW BUSINESS**

- |   |   |
|---|---|
| 1. Storm Damage Update  | J |
| 2. Approval of Facilities use Agreement for the Anamosa Family Resource Center    | K |
| 3. Approval of Agreement for the Substitute Employee Management System (SEMS)     | L |
| 4. Approval GWAEA Pearson Powerschool Student Information System Agreement        | M |
| 5. Approval of Grant Wood AEA Computer Services Agreement for 2014-2015           | N |
| 6. Approval of Staff, Student and Coaches Handbooks for the 2014-2015 School Year | O |
| 7. Jones County Multi-Jurisdictional Hazard Mitigation plan                       | P |

### **REPORTS**

1. Committee Reports
2. Board Comments
3. Principal Reports
4. Superintendent Report

### **ADJOURN**

**BOARD WORKSHOP: Organizational Guides including Educational Philosophy & Goal Setting 14-15**

**CLOSED SESSION:** Superintendent Evaluation - PER IOWA CODE §21.5(1)(i) to evaluate the professional competency of an individual whose appointment, hiring, performance, or discharge is being considered when necessary to prevent needless and irreparable injury to that individual's reputation and that individual requests a closed session.

The Anamosa Community School District does not intentionally discriminate on the basis of gender, color, gender identity, religion, socioeconomic status (for programs), race, national origin, creed, age (for employment), marital status (for programs), sexual orientation, or disability in the District educational programs, activities, or employment practices or as otherwise prohibited by statute or regulation.

## EXHIBIT A

### BOARD OF EDUCATION MEETING July 7, 2014

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**ISSUE:** Employee Resignations

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**BACKGROUND:**

Individual employee **resignations**, as outlined below, are recommended for approval.

<u>Employee Name</u>	<u>Position</u>	<u>Reason</u>	<u>Effective Date</u>
Sandra Andresen	Rainbow Daycare Associate	Retirement	July 4, 2014
Molly Schuett	4 Year Old Preschool Teacher	Resignation	Immediately
Cathy Bucklin	6 <sup>th</sup> Grade Teacher	Resignation	Immediately
Laura Blythe	AMS Level 1 Special Ed. Teacher	Resignation	Immediately

**THE RECOMMENDATION IS:**

“The Board of Education approves the employee resignation of Sandra Andresen, Rainbow Daycare Associate, effective July 4, 2014.”

“The Board of Education approves the employee resignation of Molly Schuett, 4 Year Old Preschool Teacher, effective immediately.

“The Board of Education approves the employee resignation of Cathy Bucklin, 6<sup>th</sup> Grade Teacher, effective immediately.”

“The Board of Education approves the employee resignation of Laura Blythe, Middle School Level I Special Education Teacher, effective immediately.”

**BOARD OF EDUCATION MEETING**  
**July 7, 2014**

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**ISSUE:** Personnel Appointments and Adjustments

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**BACKGROUND:**

Routine personnel matters, as outlined in attachment, are recommended for approval.

**THE RECOMMENDATION IS:**

“The Board of Education approves the personnel items as listed.”

**PERSONNEL APPOINTMENTS & ADJUSTMENTS – 7-7-14**

<b><u>BLDG. /SUBJECT</u></b>	<b><u>REASON</u></b>	<b><u>EFF. DATE</u></b>
<b><u>CERTIFIED STAFF</u></b>		
Shauna Kendall		
Julie White		
Amber Pitz		
Carrie Fellingner		
Teresa Steensma		
Kindergarten Teacher	Open Position (Becker)	2014-2015 School Year
Special Education Level II/III Teacher	Open Position (Davis)	2014-2015 School Year
2 <sup>nd</sup> Grade Teacher	Open Position (Hettinger)	2014-2015 School Year
4 Year Old Preschool Teacher	Transfer to Open Position (Schuett)	2014-2015 School Year
Ag Education Teacher/FFA Advisor	Open Position (Hameister)	2014-2015 School Year

**CLASSIFIED STAFF**

**COACHING/EXTRA-CURRICULAR**

**BOARD OF EDUCATION MEETING**  
**July 7, 2014**

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**ISSUE:** Current/Future Building Project

**CONTACT:** Lisa Beames, Superintendent

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**BACKGROUND:**

Discussion can continue for current and future District facility construction.

**THE RECOMMENDATION IS:**

If any action is needed, it will be taken here.

**BOARD OF EDUCATION MEETING**  
**July 7, 2014**

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**ISSUE:** Life Connections

**CONTACT:** Superintendent Lisa Beames

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**BACKGROUND:**

As previously presented to the Board of Education, the Anamosa Community School District has the opportunity to access the services of Life Connections, formerly Horizons, to support students in need of mental health services. This is of no charge to the district and is accessed by students and families through Title XIX and private insurance as well as other grant funding as available.

**THE RECOMMENDATION IS:**

“Approve the services of Life Connections to provide mental health support in the school setting.”

**BOARD OF EDUCATION MEETING**  
**July 7, 2014**

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**ISSUE:** Raider Running Marathon Club

**CONTACT:** Superintendent Lisa Beames and Nic Weers, Volunteer

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**BACKGROUND:**

Nic Weers will attend this meeting and report a follow-up on the accomplishments and numbers of the Raider Running Marathon Club and ask your permission to continue it for next year as well as discuss the possibility of launching it at the middle school in the fall.

**THE RECOMMENDATION IS:**

**BOARD OF EDUCATION MEETING**  
**July 7, 2014**

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**ISSUE:** Asbestos Plan Update

**CONTACT:** Superintendent Lisa Beames

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**BACKGROUND:**

School district's are required to have Asbestos Reinspections or updates once every three years. Haasco LTD has historically been the district's provider for this service and are currently overseeing all of the necessary removal of asbestos related to ongoing facility renovations. Due to this relationship and prior work satisfaction, it is recommended that the district contract with them to complete the current reinspection for a cost of \$1,000 plus the cost of printing additional manuals, estimated at \$50.00 total.

**THE SUPERINTENDENT'S RECOMMENDATION IS:**

"Approve the service agreement with Haasco, LTD for the Three Year Asbestos Reinspection for a cost of \$1,000 plus the cost of printing additional manuals estimated at \$50.00 total."



**Haasco, Ltd.**  
**Po Box 156**  
**Dyersville, Iowa 52040**  
**563-920-0471**

May 21, 2014

Lisa Beames, Supt.

200 South Garnavillo Street

Anamosa, Iowa 52205

Re: Three Year AHERA Asbestos Re-inspection

Dear Lisa:

The Anamosa Community School District asbestos re inspection for the district is up for renewal.

As you are aware, we have done extensive testing in the high school, the maintenance building as well as the elementary school. Under the AHERA rule you are required to have a licensed asbestos inspector/management planner check your building and evaluate the condition of known or presumed asbestos containing materials every three years.

The asbestos management plan needs to be updated to reflex the additional materials that were identified as asbestos containing. Any materials that were abated can be removed from the asbestos management plan.

Haasco, Ltd.'s cost to do the AHERA Three Year Asbestos Re inspection is \$1000.00 plus the cost for printing the extra manuals for each building (about \$50.00 total).

Sincerely

Thomas E. Haas

**BOARD OF EDUCATION MEETING**  
**July 7, 2014**

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**ISSUE:** First Reading of Board Policies

**CONTACT:** Superintendent Lisa Beames

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**BACKGROUND:**

**Please see list of board policies for approval of First Reading.**

402.2	Licensed Employee Unpaid Leave (New Policy #409.1)
RP402.2	Absence without Pay: Certified Personnel (Delete this RP)
402.3	Classified Employee Unpaid Leave (New Policy #414.1)
RP402.3	Absence Without Pay: Classified Personnel (Delete this RP)
402.7	Licensed Employee – Disability Leave/Workmen’s Compensation (New Policy #409.5)
402.9	Licensed Employee – Personal Leave (New Policy #409.2)
402.9	Classified Employee – Personal Leave (New Policy #414.2)
402.4	Classified Employee – Vacations and Holidays (New Policy #414.3)
402.5	Licensed Employee – Bereavement Leave (New Policy #409.3)
402.5	Classified Employee – Bereavement Leave (New Policy #414.4)
402.6	Licensed Employee – Leave for Military Service (New Policy #409.4)
RP402.6	Leave for Military Service: Certified & Classified Personnel (Delete RP)
402.6	Classified Employee – Leave for Military Service (New Policy #414.5)
402.7	Licensed Employee - Disability Leave/Workmen’s Compensation (New Policy #409.5)
402.7	Classified Employee Disability Leave/Workmen’s Compensation (New Policy #414.6)
402.10	Licensed Employee – Jury Leave (New Policy #409.7)
402.10	Classified Employee – Jury Leave (New Policy #414.8)
402.11	Licensed Employee – Family Illness Leave (New Policy #409.8)
402.11	Classified Employee – Family Illness Leave (New Policy #414.9)
402.12	Licensed Employee – Group Insurance Benefits (New Policy #405.2)
402.12	Classified Employee – Group Insurance Benefits (New Policy #411.3)
402.13	Licensed Employee – Payroll Deductions (New Policy #405.3)
402.13	Classified Employee – Payroll Deductions (New Policy #411.4)
402.14	Severance Pay (New Policy #401.3)
403.1	Licensed Employee – Personnel Complaints (New Policy #404.7)
RP403.1	Licensed Employee – Personnel Complains (New Policy #RP404.7)
403.1	Classified Employee – Personnel Complaints (New Policy #410.9)
RP403.1	Classified Employee – Personnel Complaints (New Policy #RP410.9)
404.8	Licensed Employee – Employee Complaints (New Policy)
410.10	Classified Employee – Employee Complaints (New Policy)
403.2	Communicable Diseases – Employees
403.3	Child Abuse Reporting (New Policy #402.1)
403.4	Licensed Employee – Tutoring (New Policy #406.2)
403.6	School Volunteers (Delete Policy)
403.7	Student Teacher/Practicum Activities (New Policy #402.2)
403.8	Harassment (Delete Policy)
RP403.8	Harassment Investigation Procedures/Complaint Form/Witness Disclosure Form (Delete RP)
403.9	Substance Free Workplace (New Policy #403.3)
403.10	Licensed Employee Family and Medical Leave (New Policy #409.9)
RP403.10	Family and Medical Leave Act of 1993 (Delete RP)
409.9E1	Licensed Employee Family and Medical Leave Notice to Employees
409.9E2	Licensed Employee Family and Medical Leave Request Form
409.9R1	Licensed Employee Family and Medical Leave Regulation

409.9R2	Licensed Employee Family and Medical Leave Definitions
403.10	Classified Employee Family and Medical Leave (New Policy #414.10)
414.10E1	Classified Employee Family and Medical Leave Notice to Employees
414.10E2	Classified Employee Family and Medical Leave Request Form
414.10R1	Classified Employee Family and Medical Leave Regulation
414.10R2	Classified Employee Family and Medical Leave Definitions
403.11	Physical Contact Between Staff and Students (New Policy #403.5)
RP403.11	School Employee Injured by Student/Incident Complaint Form/Witness Form (Delete RP's)
403.4	Employee Injury on the Job (New Policy)
403.12	Employee Travel Compensation (New Policy #401.4)
803.9	Travel Allowance (Delete Policy)
RP803.9	Travel Allowance (Delete RP)
702.12	Employee Use of District Cars (Delete Policy)
RP702.12	Employee Use of District Cars (Delete RP)
RP702.12A	Employee Use of District Cars (Delete RP)
RP702.12B	Employee Use of District Cars – Air Bags (Delete RP)
403.13	Abuse of Students by School District Employees (New Policy #403.6)
RP403.13	Child Abuse by School Employees (Delete RP)

**THE RECOMMENDATION IS:**

“Approve board policies as listed for First Reading”

**BOARD OF EDUCATION MEETING**  
**July 7, 2014**

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**ISSUE:** Approval of Fuel Tank and Bus Bids

**CONTACT:** Superintendent Lisa Beames

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**BACKGROUND:**

We have received the following bids on the Fuel Tank and two buses up for bid:

Fuel Tank Bids

Don Hardersen	\$700.00
David Robinson	\$405.00

Buses

1977 International Short Bus, 135,000 miles

Jeremy Moore	\$500.00
Curtis English	\$455.00

1998 21 Passenger GMC/Thomas Bus, 215,000

Michael Zoller	\$2,000.00
Gary Steuri	\$ 310.00

**THE RECOMMENDATION IS:**

Approve the high bid from Don Hardersen for \$700.00 for Fuel Tank.

Approve the high bid from Jeremy Moore for \$500.00 for 1977 International Bus.

Approve the high bid from Michael Zoller for \$2,000.00 for the 1998 GMC/Thomas Bus.

**BOARD OF EDUCATION MEETING**  
**July 7, 2014**

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**ISSUE:** Apple Education Lease Purchase Agreement

**CONTACT:** Superintendent Lisa Beames

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**BACKGROUND:**

Please see attached copy of Apple Education Lease Purchase Agreement. This lease purchase was discussed and approved at a prior meeting. This motion will be for the approval of the actual Lease Agreement.

**THE RECOMMENDATION IS:**

“Approve Apple Education Lease Purchase Agreement as written.”



## **Master Lease Purchase Agreement**

This Master Lease Purchase Agreement dated as of AUGUST 1, 2014 (this "Master Lease") is entered into by and between Apple Inc. ("Lessor") and ANAMOSA COMMUNITY SCHOOL DISTRICT ("Lessee").

**1. MASTER LEASE; SCHEDULES.** Subject to the terms of this Master Lease, Lessee agrees to lease, purchase and acquire from Lessor certain equipment and/or software (the "Equipment") as may be described in any lease schedule in the form of Exhibit A (each, a "Schedule") which may be executed by the parties from time to time. Nothing in this Master Lease shall be construed to impose any obligation upon, or otherwise commit, Lessor to enter into any proposed Schedule, it being understood that whether Lessor enters into any proposed Schedule shall be a decision solely within Lessor's discretion. Lessee understands that Lessor requires certain documentation and information necessary to enter into any Schedule, and Lessee agrees to provide Lessor with any documentation or information Lessor may request in connection with Lessor's review of any proposed Schedule. Such documentation may include but shall not be limited to: (a) a description of the proposed Equipment, including the cost and its contemplated use and location, (b) information related to the vendor(s) manufacturing, licensing (subject to the terms of the Vendor's applicable end user license agreement(s)), delivering, installing or maintaining the proposed Equipment for Lessee (the "Vendor"), (c) documentation or information concerning the financial condition of Lessee, and (d) other information related to the Schedule and Lessee. The terms and conditions of this Master Lease (including all exhibits and any amendments hereto), are incorporated by reference into each Schedule and each Schedule, once executed by Lessor and Lessee, shall constitute a separate and independent lease and installment purchase of the Equipment identified therein, hereinafter referred to as a "Lease."

**2. INVOICE PAYMENT OR REIMBURSEMENT.** With respect to any Lease, and subject to the provisions of Section 3 if applicable, Lessor shall have no obligation whatsoever to make any payment to a Vendor or reimburse Lessee for any payment made to a Vendor for the Equipment that is the subject of such Lease until three (3) business days after Lessor's receipt of the following in form and substance satisfactory to Lessor in its sole discretion: (a) a Schedule executed by a duly authorized representative of Lessee; (b) a fully executed partial or final acceptance certificate as applicable, in the form of Exhibit B ("Acceptance Certificate"); (c) a resolution or evidence of other official action taken by Lessee's governing body authorizing Lessee to enter into the related Lease and any applicable Escrow Agreement, the acquisition of the Equipment subject thereto, and confirming that Lessee's actions were in accordance with all applicable state, local and federal laws, including laws regarding open meetings and public bidding; (d) evidence of insurance with respect to the Equipment in accordance with the provisions of Section 15 of this Master Lease; (e) a Vendor invoice for the Equipment and, if such invoice has been paid by Lessee, evidence of payment thereof and, if applicable, evidence of official intent to reimburse such payment as required by the Treasury Regulations; (f) a completed and executed Form 8038-G or 8038-GC; (g) an Incumbency Certificate substantially in the form attached as Exhibit C; (h) a Bank Qualification Designation substantially in the form attached as Exhibit D; (i) Lease Payment Instructions substantially in the form attached as Exhibit E; (j) Insurance Coverage Requirements in the form attached as Exhibit F; (k) an opinion of Lessee's counsel substantially in the form attached as Exhibit G; and (l) such other documents, items, or information reasonably required by Lessor.

**3. ESCROW AGREEMENT.** Upon agreement by both Lessee and Lessor as to any Lease, the parties shall enter into an escrow agreement (an "Escrow Agreement") with an escrow agent selected by Lessee, such selection subject to Lessor's approval, establishing an account from which the cost of the Equipment subject to such Lease is to be paid (the "Escrow Account"). Upon execution and delivery of an Escrow Agreement by the parties thereto and satisfaction of any conditions precedent set forth in Section 2 of this Master Lease or in such Escrow Agreement, Lessor shall deposit or cause to be deposited into the Escrow Account under the related Escrow Agreement funds for the payment of the costs of acquiring the Equipment under such Lease. Lessee acknowledges and agrees that no disbursements shall be made from an Escrow Account except for portions of the Equipment that are operationally complete and functionally independent and that may be fully utilized by Lessee without regard to whether the balance of the Equipment is delivered and accepted.

**4. DELIVERY AND ACCEPTANCE OF EQUIPMENT.** Lessee shall order the Equipment, cause the Equipment to be delivered and installed at the location specified in each Lease, and pay any and all delivery and installation costs and applicable sales and other taxes in connection therewith. When the Equipment identified in any Lease has been delivered and installed, Lessee shall immediately inspect the Equipment and evidence its acceptance by executing and delivering to Lessor the Acceptance Certificate. If Lessee signed a purchase contract for the Equipment, by signing a Schedule Lessee assigns its rights, but none of its obligations under the purchase contract, to Lessor.

**5. LEASE PAYMENTS.** Lessee agrees to pay "Lease Payments" to Lessor in accordance with the payment schedule set forth in each Lease, exclusively from legally available funds, consisting of principal and interest components in the amounts and on such dates as provided in each Lease. Lessee shall pay Lessor a charge on any Lease Payment not paid on the date such payment is due at the rate of 12% per annum or the highest lawful rate, whichever is less, from such due date until paid. The "Commencement Date" for each Lease is the date when interest commences to accrue under such Lease, which date shall be the earlier of (a) the date Lessee partially or fully accepts the Equipment pursuant to Section 4, or (b) the date of Lessor's deposit into an Escrow Account of sufficient monies to purchase the Equipment. Lessor will advise Lessee as to the address to which Lease Payments shall be sent. The Lease Payment is due whether or not Lessee receives an invoice. Restrictive endorsements on checks sent by Lessee will not reduce Lessee's obligations to Lessor. Unless a proper exemption certificate is provided, applicable sales and use taxes may be paid by Lessee from funds advanced to Lessee by Lessor for such purpose in connection

with the execution and delivery of the related Lease or may be paid by Lessee pursuant to Section 4 hereof. *Lessor and Lessee understand and intend that the obligation of Lessee to pay Lease Payments under each Lease shall constitute a current expense of Lessee and shall not in any way be construed to be a debt of Lessee in contravention of any applicable constitutional or statutory limitation or requirement concerning the creation of indebtedness or debt by Lessee, nor shall anything contained in this Master Lease or in any Lease constitute a pledge of the general tax revenues, funds or monies of Lessee.*

**6. NON-APPROPRIATION OF FUNDS.** Lessee is obligated to pay Lease Payments under each Lease for each fiscal period as may lawfully be made from funds budgeted and appropriated for that purpose for such fiscal period. Lessee currently intends to remit and reasonably believes that funds in an amount sufficient to remit all Lease Payments and other payments under each Lease can and will lawfully be appropriated and made available to permit Lessee's continued utilization of the Equipment under such Lease and the performance of its essential function during the scheduled "Lease Term" as reflected in each Lease. Lessee currently intends to do all things lawfully within its power to obtain and maintain funds from which the Lease Payments under each Lease may be made, including making provision for such payments to the extent necessary in each budget or appropriation request adopted in accordance with applicable provisions of law. Notwithstanding the foregoing, Lessor acknowledges that the decision whether or not to budget and appropriate funds or to extend the term of a Lease for any period beyond the original or any additional fiscal period is within the discretion of the governing body of Lessee. In the event that Lessee's governing body fails or is unwilling to budget, appropriate or otherwise make available funds for the payment of Lease Payments and other payments, if any, under a Lease following the then current fiscal period (an "Event of Non-appropriation"), Lessee shall have the right to terminate such Lease on the last day of the fiscal period for which sufficient appropriations were made without penalty or expense, except as to the portion of any Lease Payment for which funds shall have been appropriated and budgeted, in which event Lessee shall return the Equipment subject to such Lease in accordance with Section 19 of this Master Lease. Lessee agrees to deliver notice to Lessor of such Event of Non-appropriation with respect to a Lease and termination at least thirty (30) days prior to the end of the then current fiscal period, but failure to give such notice shall not extend the term of the affected Lease beyond such then current fiscal period.

**7. UNCONDITIONAL OBLIGATION.** UPON THE COMMENCEMENT DATE OF A LEASE PURSUANT TO SECTION 5 OF THIS MASTER LEASE, AND EXCEPT AS PROVIDED IN SECTION 6, "NON-APPROPRIATION OF FUNDS," THE OBLIGATIONS OF LESSEE TO MAKE LEASE PAYMENTS AND TO PERFORM AND OBSERVE THE OTHER COVENANTS AND AGREEMENTS CONTAINED IN EACH LEASE SHALL BE ABSOLUTE AND UNCONDITIONAL IN ALL EVENTS WITHOUT ABATEMENT, DIMINUTION, DEDUCTION, SET-OFF OR DEFENSE, FOR ANY REASON INCLUDING, WITHOUT LIMITATION, ANY FAILURE OF THE EQUIPMENT TO BE DELIVERED OR INSTALLED, ANY DISPUTES WITH LESSOR OR ANY VENDOR OF ANY EQUIPMENT, DEFECTS, MALFUNCTIONS OR BREAKDOWNS IN THE EQUIPMENT, ANY ACCIDENT, CONDEMNATION, DAMAGE, DESTRUCTION, OR UNFORESEEN CIRCUMSTANCE, OR ANY TEMPORARY OR PERMANENT LOSS OF ITS USE.

**8. DISCLAIMER OF WARRANTIES.** THE SOLE WARRANTY FOR THE EQUIPMENT IS THE APPLICABLE PRODUCT WARRANTY (DEFINED BELOW). LESSOR MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, WHATSOEVER, INCLUDING WITHOUT LIMITATION, AS TO THE EQUIPMENT'S MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SUITABILITY, DESIGN, CONDITION, DURABILITY, OPERATION, QUALITY OF MATERIALS OR WORKMANSHIP, NON-INFRINGEMENT, OR COMPLIANCE WITH SPECIFICATIONS OR APPLICABLE LAW, OR THAT THE OPERATION OR USE OF THE EQUIPMENT WILL BE UNINTERRUPTED, SECURE OR FREE OF ERRORS, DEFECTS, VIRUSES, MALFUNCTIONS, AND LESSEE, AS OF THE DATE OF LESSEE'S ACCEPTANCE AS SET FORTH IN SECTION 4, ACCEPTS SUCH EQUIPMENT AS IS AND WITH ALL FAULTS. LESSEE ACKNOWLEDGES THAT LESSEE HAS SELECTED THE EQUIPMENT BASED UPON LESSEE'S OWN JUDGMENT. Lessee acknowledges that the Equipment was manufactured and/or assembled, or in the case of software was developed and licensed, by the applicable Vendor and that any warranty rights with respect to such Equipment shall be provided by the applicable Vendor (the "Product Warranty"). Lessee agrees to settle any dispute it may have regarding performance of the Equipment directly with the applicable Vendor and not to make any claim against the Lease Payments due Lessor or any Assignee (as hereinafter defined). Lessee agrees to continue to pay Lessor, or such Assignee (as applicable), all Lease Payments and other payments without abatement or set off for any dispute with a Vendor regarding the Equipment. Nothing in this Master Lease or in any Lease shall relieve Apple Inc. of its obligations under the Product Warranty offered by Apple Inc. for applicable Apple-branded Equipment. Lessee acknowledges and agrees that the Product Warranty is a separate agreement between Lessee and the applicable Vendor and that such Product Warranty is not a part of this Master Lease or any Lease.

**9. TITLE AND SECURITY INTEREST.** Unless otherwise required by the laws of the state where Lessee is located, during each Lease Term, title to the Equipment shall be vested in Lessee, subject to the rights of Lessor under such Lease. In the event Lessor terminates a Lease pursuant to Section 17 of this Master Lease or an Event of Non-Appropriation occurs under a Lease, title to the related Equipment shall immediately vest in Lessor free and clear of any rights, title or interests of Lessee. Lessee, at its expense, shall protect and defend Lessee's title to the Equipment and Lessor's rights and interests therein and keep the Equipment free and clear from any and all claims, liens, encumbrances and legal processes of Lessee's creditors and other persons.

To secure the payment of all of Lessee's obligations under each Lease, Lessee hereby grants to Lessor a first priority purchase money security interest in the Equipment subject to each such Lease, anything attached or added to the Equipment by Lessee at any time, Lessee's rights under each agreement for the licensing of software to the extent that a security interest therein may be granted without violating the terms of such agreement, and on all proceeds, including proceeds from any insurance claims for loss or damage, from such Equipment. Lessee authorizes Lessor to file a financing statement perfecting Lessor's security interest under the laws of Lessee's state. Lessee agrees to promptly execute such additional documents, in a form satisfactory to Lessor, which Lessor deems necessary or appropriate to establish and maintain its security interest in the Equipment. The Equipment is

and will remain personal property and will not be deemed to be affixed to or a part of the real estate on which it may be situated. If applicable, as further security therefor, Lessee hereby grants to Lessor a first priority security interest in the cash and negotiable instruments from time to time comprising each Escrow Account and all proceeds (cash and non-cash) thereof, and agrees with respect thereto that Lessor shall have all the rights and remedies of a secured party under the applicable Uniform Commercial Code.

**10. USE, MAINTENANCE AND REPAIR.** Upon installation, no item of Equipment will be moved from the location specified for it in the related Lease (the "Equipment Location") without Lessor's prior consent, which consent will not be unreasonably withheld, except that any items of Equipment that are intended by design to be a mobile piece of technology (i.e. laptop computers) may be moved within the continental U.S. without consent. Lessor shall have the right at all reasonable times during regular business hours, subject to compliance with Lessee's customary security procedures, to enter into and upon the property of Lessee for the purpose of inspecting the Equipment. In order to facilitate the use of the Equipment by students and/or Lessee's employees ("Authorized Users") while on premises other than those belonging to Lessee, Lessee acknowledges and agrees that: (a) Lessee shall use due care to ensure that the Equipment is not (i) used in violation of any applicable law, in a manner contrary to that contemplated by the related Lease, or for private business purposes, or (ii) used by anyone other than Authorized Users; and (b) Lessee (and not Authorized Users) shall be solely responsible for (i) maintaining insurance in accordance with the terms of the related Lease, (ii) payment of any applicable sales, property and other taxes on the Equipment, and (iii) return of the Equipment under a Lease to Lessor upon the occurrence of an Event of Default or Event of Non-appropriation thereunder. Lessee agrees that it will use the Equipment under each Lease in the manner for which it was intended, as required by all applicable manuals and instructions and as required to keep the Equipment eligible for any manufacturer's certification and/or standard, full service maintenance contract. Lessee agrees that it will, at Lessee's own cost and expense, maintain, preserve and keep the Equipment under each Lease in good repair, condition and working order, ordinary wear and tear excepted. All replacement parts and repairs shall be governed by the terms of the related Lease. Lessee will not make any permanent alterations to the Equipment that will result in a decrease in the market value of the Equipment.

**11. LIENS; TAXES.** LESSEE WILL NOT SELL, TRANSFER, ASSIGN, PLEDGE, SUB-LEASE OR PART WITH POSSESSION OF THE EQUIPMENT, OR FILE OR PERMIT A LIEN TO BE FILED AGAINST THE EQUIPMENT, EXCEPT AS OTHERWISE EXPRESSLY PROVIDED UNDER THIS MASTER LEASE AND THE RELATED LEASE. The parties to this Master Lease intend that the Equipment will be used for governmental or proprietary purposes of Lessee and that the Equipment will be exempt from all property taxes. Lessee shall timely pay all assessments, license and filing fees, taxes (including sales, use, excise, personal property, ad valorem, stamp, documentary and other taxes) and all other governmental charges, fees, fines or penalties whatsoever, whether payable by Lessor or Lessee, now or hereafter imposed by any governmental body or agency on or relating to the Equipment or the Lease Payments or the use, registration, rental, shipment, transportation, delivery, ownership or operation of the Equipment and on or relating to this Master Lease or any Lease; *provided, however*, that the foregoing shall not include any federal, state or local income or franchise taxes of Lessor.

**12. LIMITATION OF LIABILITY.** NOTWITHSTANDING ANYTHING TO THE CONTRARY, LESSOR SHALL NOT BE LIABLE FOR ANY DIRECT DAMAGES OF LESSEE RESULTING FROM, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, WHETHER ARISING IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, REGARDLESS OF THE THEORY OF LIABILITY. FURTHER, NOTWITHSTANDING ANYTHING TO THE CONTRARY, with respect to each Lease, Lessee agrees that (a) Lessor shall have no liability, cost or expense with respect to transportation, installation, selection, purchase, lease, ownership, possession, modification, maintenance, condition, operation, use, return or disposition of the Equipment, and (b) Lessor shall have no responsibility in connection with the selection of the Equipment, the ordering of the Equipment, its suitability for the use intended by Lessee, Lessee's compliance or non-compliance with competitive pricing and/or bidding requirements, the acceptance by the Vendor of the order submitted, if applicable, or any delay or failure by the Vendor or its sales representative to, deliver, install, or maintain the Equipment for Lessee's use. IN NO EVENT SHALL LESSOR BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES IN CONNECTION WITH OR ARISING OUT OF ANY LEASE OR THE EXISTENCE, FURNISHING, FUNCTIONING OR LESSEE'S USE OF ANY ITEM OF EQUIPMENT PROVIDED FOR IN ANY LEASE, WHETHER IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, REGARDLESS OF THE THEORY OF LIABILITY AND REGARDLESS OF WHETHER LESSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE PARTIES AGREE THAT THE PROVISIONS IN THIS MASTER LEASE FAIRLY ALLOCATE THE RISKS BETWEEN THE PARTIES WITHOUT WHICH THEY WOULD NOT HAVE ENTERED INTO THIS MASTER LEASE.

**13. IDENTIFICATION.** Lessor shall be entitled to insert missing or correct information on the related Lease, including, without limitation, Lessee's official name, serial numbers and any other information describing the Equipment under such Lease; provided that Lessor forwards copies of such changes to Lessee.

**14. LOSS OR DAMAGE.** Lessee shall be responsible for any loss, theft of and/or damage to the Equipment or any portion thereof from any cause whatsoever, regardless of the extent or lack of insurance coverage, from the time the Equipment is delivered to Lessee pursuant to the related Lease until the end of the Lease Term thereunder or until the Equipment is returned to Lessor pursuant to Section 19 of this Master Lease. If any item of the Equipment is lost, stolen or damaged, Lessee shall immediately provide written notice of such loss to Lessor and shall, within fifteen (15) days after such loss, at Lessee's option, either: (a) repair the damaged Equipment so that it is in good condition and working order, eligible for any manufacturer's certification, (b) replace the damaged Equipment at Lessee's sole cost and expense with equipment having substantially similar manufacturer's specifications and of equal or greater value to the damaged Equipment immediately prior to such Equipment being damaged, such replacement equipment to be subject to Lessor's approval, whereupon such replacement equipment shall be substituted in the applicable Lease and the other related documents by appropriate endorsement or amendment; or (c) pursuant to Section 18(b), purchase Lessor's interest in the damaged Equipment on a pro rata basis (notwithstanding the limitation in



Section 18(b) only to prepaying in whole) and continue the related Lease for the non-damaged Equipment for the balance of the applicable Lease Term. In such event, Lessor will provide Lessee with a revised amortization of Lease Payments for the non-damaged Equipment. Lessor will forward to Lessee any insurance proceeds which Lessor receives for damaged Equipment for Lessee's use in the repair or replacement of the damaged Equipment, unless there has been an Event of Default or an Event of Non-appropriation by Lessee, in which event Lessor will apply any insurance proceeds received to reduce Lessee's obligations under Section 17 of this Master Lease.

**15. INSURANCE.** In the event that Lessee is not self-insured (as hereafter provided), Lessee shall, at its expense, keep the Equipment fully insured against loss, fire, theft, damage or destruction from any cause whatsoever in an amount not less than the greater of (a) the total Lease Payments for the Lease Term under the related Lease or (b) the full replacement cost of the Equipment without consideration for depreciation. Upon Lessor's request, Lessee shall also provide such additional insurance against injury, loss or damage to persons or property arising out of the use or operation of the Equipment as is customarily maintained by owners of property similar to the Equipment. With Lessor's prior written consent, Lessee may self-insure against such risks. The policy shall state that Lessor shall be notified of any proposed cancellation at least 30 days prior to the date set for cancellation. All such insurance shall be in form, issued by such insurance companies and be in such amounts as shall be satisfactory to Lessor, and shall provide that losses, if any, shall be payable to Lessor as "loss payee," and all such liability insurance shall include Lessor as an "additional insured." Upon Lessor's request, Lessee shall provide Lessor with a certificate or other evidence of insurance acceptable to Lessor evidencing the insurance coverage required under the related Lease. In the event Lessee fails to provide such evidence within 10 days of Lessor's request, or upon Lessor's receipt of a notice of policy cancellation, Lessor may (but shall not be obligated to) obtain insurance covering Lessor's interest in the Equipment at Lessee's sole expense. Lessee will pay all insurance premiums and related charges.

**16. DEFAULT.** Lessee will be in default under a Lease upon the occurrence of any of the following (each, an "Event of Default"): (a) Lessee fails to pay any Lease Payment or other payment due in full under such Lease within 10 calendar days after its due date; (b) Lessee fails to perform or observe any other promise or obligation in this Master Lease and/or any Lease and does not correct the default within 30 days after written notice of default by Lessor; (c) any representation, warranty or statement made by Lessee in this Master Lease or any Lease shall prove to have been false or misleading in any material respect when made; (d) Lessee fails to obtain and maintain insurance as required by Section 15, or any insurance carrier cancels any insurance on the Equipment; (e) the Equipment or any portion thereof is misused, used in a manner not authorized by the applicable end user license agreement (if any) accompanying such Equipment, or used in violation of the terms of the related Lease; (f) the Equipment or any part thereof is lost, destroyed, or damaged beyond repair and remains uncured in accordance with Section 14; (g) a petition is filed by or against Lessee under any bankruptcy or insolvency laws; or (h) an Event of Default occurs under any other Lease or prior financing with Lessor or assigns or their respective affiliates, but any such Assignee may only exercise remedies with respect to other Leases for which it is the Assignee.

**17. REMEDIES.** Upon the occurrence of an Event of Default under a Lease, Lessor may, in its sole discretion, do any or all of the following (without penalty, liability or obligation on Lessor's part and without limiting any other rights or remedies available to Lessor): (a) provide written notice to Lessee of the Event of Default; (b) as liquidated damages for loss of a bargain, and not as a penalty, declare due and payable any and all amounts which may then be due and payable under the Lease, plus all Lease Payments remaining through the end of the then current fiscal period; (c) with or without terminating the Lease Term under such Lease, (i) enter the premises where the Equipment is located and retake possession of such Equipment or require Lessee at Lessee's expense to promptly return any or all of such Equipment to the possession of Lessor in accordance with the requirements in Section 19, and (ii) at Lessee's expense, sell or lease such Equipment or, for the account of Lessee, sublease such Equipment, continuing to hold Lessee liable for the difference between the Lease Payment payable by Lessee pursuant to the terms of such Lease to the end of the current fiscal period and the net proceeds of any such sale, lease or sublease. Lessor may require Lessee to remove all proprietary data from the Equipment, holding Lessor and its assigns harmless if Lessee fails to do so. Lessee will not make any claims against Lessor or the Equipment for trespass, damage or any other reason. The exercise of any of such remedies shall not relieve Lessee of any other liabilities under any other Lease. Without limiting the foregoing, Lessor may take whatever action, either at law or in equity, may appear necessary or desirable to enforce its rights under any Lease, or as a secured party in any or all of the Equipment. No remedy of Lessor is intended to be exclusive and every such remedy, now or hereafter existing, at law or in equity, shall be cumulative and shall be in addition to every other remedy given under a Lease. In the event that Lessor sells or otherwise liquidates the Equipment following an Event of Default or an Event of Non-appropriation as herein provided and realizes net proceeds (after payment of costs) in excess of total Lease Payments under the related Lease that would have been paid during the related scheduled Lease Term plus any other amounts then due under the related Lease or Leases, Lessor shall immediately pay the amount of any such excess to Lessee.

**18. PURCHASE OPTION.** At the option of Lessee, and provided that no Event of Default or Event of Non-appropriation has occurred and/or is continuing under any Lease, Lessor's interest in all, but not less than all, of the Equipment subject to a Lease will be transferred, conveyed and assigned to Lessee, free and clear of any right or interest of Lessor, and such Lease shall terminate: (a) upon payment in full of all Lease Payments under such Lease and all other amounts then due thereunder or (b) on any Lease Payment due date under such Lease, provided that Lessee shall have delivered written notice at least 30 days prior to such date of Lessee's intention to purchase the Equipment subject to such Lease pursuant to this provision, by paying to Lessor, in addition to the Lease Payment due on such date, an amount equal to the purchase price (the "Purchase Price") shown for such Lease Payment due date in the payment schedule included in the applicable Lease. Lessee hereby acknowledges that the Purchase Price under a Lease includes a prepayment premium.

**19. RETURN OF EQUIPMENT.** In the case of an Event of Default under a Lease or an Event of Non-appropriation by Lessee with respect to a Lease in accordance with Section 6, Lessee will, at Lessee's sole cost and expense, immediately return the Equipment (including all copies of any software free of any proprietary data), manuals, and accessories to any location and aboard any carrier Lessor may designate in the continental United States. The Equipment must be properly packed for shipment

in accordance with the manufacturer's recommendations or specifications, freight prepaid and insured, and maintained in accordance with the terms of the related Lease. All Equipment must be free of markings. Lessee will pay Lessor for any missing or defective parts or accessories. Lessee will continue to pay Lease Payments until the Equipment is accepted by Lessor, which acceptance shall be deemed to occur fifteen (15) days after delivery unless Lessor rejects the Equipment for good cause within such fifteen (15) day period. Notwithstanding anything in this Section 19 to the contrary, any amounts to be paid by Lessee as provided in this Section 19 shall be payable solely from funds legally available for the purpose.

**20. LESSEE'S REPRESENTATIONS AND WARRANTIES.** Lessee hereby represents, covenants and warrants for the benefit of Lessor that as of the date hereof and as of Commencement Date for each Lease, and throughout each Lease Term: (a) Lessee is a state or political subdivision thereof within the meaning of Section 103 of the Internal Revenue Code of 1986, as amended (the "Code"); (b) Lessee is duly organized and existing under the Constitution and laws of the state in which Lessee is located; (c) Lessee is authorized to enter into and carry out its obligations under this Master Lease and each Lease and every other document required to be delivered in connection with this Master Lease and a Lease; (d) this Master Lease and each Lease have been duly authorized, executed and delivered by Lessee in accordance with all applicable laws, codes, ordinances, regulations, and policies; (e) any person signing the Master Lease and each Lease has the authority to do so, is acting with the full express authorization of Lessee's governing body, and holds the office indicated below his or her signature, which is genuine; (f) the Equipment is essential to the immediate performance of a governmental or proprietary function by Lessee within the scope of Lessee's authority and shall be used during the Lease Term only by Lessee and only to perform such function; (g) Lessee intends to use the Equipment for the entire Lease Term and shall take such action, in accordance with Section 6, to include in its annual budget request, for submission to Lessee's governing body, any funds required to fulfill Lessee's obligations for each succeeding fiscal period during the applicable Lease Term; (h) Lessee has complied fully with all applicable laws, codes, ordinances, regulations, and policies, governing open meetings, competitive pricing and/or public bidding and appropriations required in connection with each Lease, the selection and acquisition of the Equipment and the selection of Vendor; (i) all payments due and to become due during Lessee's current fiscal period under a Lease are within the fiscal budget of such fiscal period, and are or will be included within an unrestricted and unencumbered appropriation currently available for the lease/purchase of the Equipment under the related Lease; (j) Lessee shall not do or cause to be done any act which shall cause, or by omission of any act allow, the interest portion of any Lease Payment to become includible in Lessor's gross income for Federal income taxation purposes under the Code; (k) Lessee shall comply with the information reporting requirements of Section 149(e) of the Code with respect to each Lease (such compliance shall include, but not be limited to, the execution of Form 8038-G or 8038-GC information reporting returns as appropriate); (l) all financial information provided by Lessee is true and accurate and fairly represents Lessee's financial condition; (m) Lessee has not for at least its most recent ten fiscal periods failed to appropriate or otherwise make available funds sufficient to pay rental or other payments coming due under any lease purchase, installment sale or other similar agreement; (n) there is no litigation, pending or threatened that would materially adversely affect the transactions contemplated by this Master Lease, any Lease or the financial condition of Lessee; and (o) any and all Equipment that Lessee leases, purchases and/or acquires pursuant to this Master Lease and any Lease hereunder is for Lessee's internal purposes only and Lessee is not and will not lease, purchase or acquire the Equipment for resale.

**21. ASSIGNMENT.** Lessor may, upon notice to Lessee but without Lessee's consent, sell, assign, or transfer from time to time Lessor's rights, title, and interest under this Master Lease and/or any Lease or Leases or interest therein, including the right to receive Lease Payments under a Lease and Lessor's security interest in the Equipment under a Lease and any related Escrow Agreement to one or more assignees or subassignees (each, an "Assignee"). Lessee agrees that, upon such assignment, the Assignee will have the same rights and benefits of Lessor under the terms of the related Lease. Lessee agrees that the rights of Assignee will not be subject to any claims, defenses, or set-offs that Lessee may have against any Vendor. Upon notice to Lessee of such assignment, Lessee agrees to respond to any requests about the related Lease and, if directed by Lessor, to pay Assignee all Lease Payments and other amounts due under such Lease. Lessee hereby appoints Lessor as its agent to maintain a record of all assignments of each Lease in a form sufficient to comply with the registration requirements of Section 149(a) of the Code and the regulations prescribed thereunder from time to time, and Lessor agrees to maintain such registration record.

**22. ADDITIONAL PAYMENTS.** Lessor may, but is not obligated to, take on Lessee's behalf any action which Lessee fails to take as required by any Lease, and Lessee shall pay any expenses incurred by Lessor in taking such action, which will be in addition to the Lease Payments as set forth in the related Lease.

**23. RELEASE AND INDEMNIFICATION.** To the extent permitted by applicable state law and subject to Section 6, Lessee shall indemnify, release, protect, hold harmless, save and defend Lessor from and against any and all liability, obligation, loss, claim, tax and damage whatsoever, regardless of the cause thereof, and all costs and expenses in connection therewith (including, without limitation, attorneys' fees) arising out of or resulting from (a) entering into this Master Lease and/or any Lease; (b) the ownership of any item of Equipment; (c) the ordering, acquisition, use, installation, deployment, testing, operation, condition, purchase, delivery, rejection, storage or return of any item of Equipment; (d) any damage to property or personal injury or death of any person in connection with the operation, use, installation, deployment, testing, condition, possession, storage or return of any item of Equipment, or in connection with or resulting from Lessee's acts, omissions, negligence, misconduct or breach of any provision of this Master Lease or any Lease(s) hereunder; and/or (e) the breach of any covenant or any material representation of Lessee contained in this Master Lease or any Lease. The indemnification obligations set forth herein shall continue in full force and effect notwithstanding the payment in full of all obligations under any Lease or the termination of the Lease Term under any Lease for any reason.

**24. MISCELLANEOUS.** Each Lease, together with this Master Lease, contains the entire agreement of the parties regarding the subject matter hereof which is limited to lease financing. TIME IS OF THE ESSENCE IN EACH LEASE. If a court of competent jurisdiction finds any provision of any Lease to be unenforceable, the remaining terms of such Lease shall remain in full force and effect. Each Lease may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument; provided, however, that only counterpart one of each Lease (including the terms

and conditions of this Master Lease incorporated therein by reference) shall constitute the original for such Lease for purposes of the sale or transfer of such Lease as chattel paper. References herein to "Lessor" shall be deemed to include each of its Assignees from and after the effective date of each assignment; references herein to "Lessor" shall not refer to Apple Inc. in its capacity as a Vendor or in any capacity other than as a lessor hereunder. The captions or heading in this Master Lease and in each Lease are for convenience only and in no way define, limit or describe the scope or intent of any provisions. This Master Lease and each Lease will be governed by the laws of the state where Lessee is located without regard to the conflict of law principles thereof. Lessor and Lessee both intend to comply with all applicable laws. If it is determined that Lessee's payments under the Lease result in an interest payment higher than allowed by applicable law, then any excess interest collected will be applied to the repayment of principal, and interest will be charged at the highest rate allowed by law.

**25. NOTICES.** All written notices under any Lease must be sent by certified mail or recognized overnight delivery service, postage prepaid, to the addresses as stated on each Lease, or by facsimile transmission, with written confirmation of receipt.

IMPORTANT: READ BEFORE SIGNING. THE TERMS OF THIS MASTER LEASE AND EACH LEASE SHOULD BE READ CAREFULLY BECAUSE ONLY THOSE TERMS IN WRITING ARE ENFORCEABLE. TERMS OR ORAL PROMISES WHICH ARE NOT CONTAINED IN THIS MASTER LEASE OR A LEASE MAY NOT BE LEGALLY ENFORCED. THE TERMS OF THIS MASTER LEASE OR A LEASE MAY ONLY BE CHANGED BY ANOTHER WRITTEN AGREEMENT BETWEEN THE PARTIES. EXCEPT FOR AN EVENT OF NON-APPROPRIATION, EACH LEASE IS NOT CANCELABLE BY LESSEE.

LESSOR: APPLE INC.

LESSEE: ANAMOSA COMMUNITY SCHOOL DISTRICT  
209 SADIE  
ANAMOSA, IA 52205

BY: \_\_\_\_\_

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

TITLE: \_\_\_\_\_

FED TAX ID#: \_\_\_\_\_

**Amendment No. 1 (the "Amendment") to  
Master Lease Purchase Agreement dated AUGUST 1, 2014 ("Master Lease")  
by and between  
Apple Inc. ("Lessor") and  
ANAMOSA COMMUNITY SCHOOL DISTRICT ("Lessee")**

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This Amendment is entered into as of AUGUST 1, 2014 by and between Lessor and Lessee for the purpose of amending the above-referenced Master Lease. Capitalized terms used herein and not otherwise defined shall have the meanings in the Master Lease. Lessor and Lessee hereby agree to amend certain provisions of the Master Lease as follows:

**Section 2. Invoice Payment or Reimbursement**

Delete "and any applicable Escrow Agreement" from subsection (c)

**Section 3. Escrow Agreement**

Delete this section entitled, "Escrow Agreement" in its entirety and insert "Reserved" in its place.

**Section 5. Lease Payments**

Delete the second sentence and replace it with the following sentence:

"Amounts past due will accrue interest at the rate equal to the rate specified in Iowa Code Section 74A.2."

Modify the third sentence to read as follows in its entirety:

"The "Commencement Date" for each Lease is the date when interest commences to accrue under such Lease, which date shall be the date Lessee fully accepts the Equipment pursuant to Section 4."

**Section 9. Title and Security Interest**

Delete "and Security Interest" from the section header.

Delete Section 9 in its entirety and replace it with the following:

"During each Lease Term, legal title to the Equipment subject to a Lease and any and all repairs, replacements, substitutions and modifications thereto shall be held by Lessor until Lessee has paid all Lease Payments and exercised Lessee's purchase option for the Equipment under a Lease. Notwithstanding Lessor holding legal title to the Equipment, for federal income tax and accounting purposes, equitable title to the Equipment during each Lease Term shall be in Lessee's name and Lessee shall have all the beneficial rights of ownership and the associated obligations including but not limited to insurance, taxes, and maintenance. In the event Lessor terminates a Lease pursuant to Section 17 of this Master Lease or an Event of Non-Appropriation occurs under a Lease, equitable title to the related Equipment shall immediately vest in Lessor free and clear of any rights, title or interest of Lessee. Lessee, at its expense, shall protect and defend Lessee's title to the Equipment and Lessor's rights and interests therein and keep the Equipment free and clear from any and all claims, liens, encumbrances and legal processes of Lessee's creditors and other persons."

**Section 10, Use, Maintenance And Repair**

Add the following language to the end of Section 10:

"Authorized Users, i.e. students, faculty, and other authorized employees of ANAMOSA COMMUNITY SCHOOL DISTRICT who are issued laptops under the Apple 1 on 1 program will be given "Use Rules" including:

1. Computers are not to be used for illegal activity or for private business purposes;
2. Computers are only to be used by Authorized Users, i.e. students, faculty and other authorized employees of ANAMOSA COMMUNITY SCHOOL DISTRICT;
3. Computers may not be taken outside the continental United States.

The issuance of these rules by the District along with any additional rules the District may wish to impose shall constitute compliance with Lessor's use restrictions on Lessee as contained within this Master Lease."

**Section 21. Assignment**

Delete "and any related Escrow Agreement" from the first sentence.

**Section 23, Release And Indemnification**

Delete the words ", regardless of cause thereof" from the first sentence.

Add the bolded language to subsection (e) so that it reads as follows:

**"(e) the breach of any covenant or any material representation of Lessee contained in this Master Lease or any Lease, and in all cases except to the extent that such liability, obligation, loss, claim, tax and damage is caused by Lessor's negligence, neglect or misconduct."**

All other terms and conditions of the Master Lease remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Amendment to be duly executed as of the date first written above.

LESSOR: APPLE INC.

LESSEE: ANAMOSA COMMUNITY SCHOOL DISTRICT

SIGNATURE: X \_\_\_\_\_

SIGNATURE: X \_\_\_\_\_

NAME / TITLE: X \_\_\_\_\_

NAME / TITLE: X \_\_\_\_\_

DATE: X \_\_\_\_\_

DATE: X \_\_\_\_\_

## EXHIBIT A

### Schedule No. 1 Dated AUGUST 1, 2014 to Master Lease Purchase Agreement Dated AUGUST 1, 2014

This Schedule No. 1 ("Schedule") is entered into pursuant to that Master Lease Purchase Agreement dated AUGUST 1, 2014 ("Master Lease"), and is effective as of AUGUST 1, 2014. All of the terms and conditions of the Master Lease, including Lessee's representations and warranties, are incorporated herein by reference. Unless otherwise indicated, all capitalized terms used but not otherwise defined herein shall have the same meaning as set forth in the Master Lease.

To the extent that less than all of the Equipment subject to this Schedule has been installed and accepted by Lessee on or prior to the date hereof, Lessee hereby acknowledges that a portion of the Equipment has not been delivered, installed and accepted by Lessee for purposes of this Lease. In consideration of the foregoing, Lessee hereby acknowledges and agrees that its obligation to make Lease Payments as set forth in this Schedule is absolute and unconditional as of the date hereof and on each date and in the amounts as set forth in the Lease Payment Schedule, subject to the terms and conditions of the Lease.

Lessee expressly represents that at least ninety-five percent (95%) of the financing cost set forth in this Schedule is being used to acquire Equipment that will be capitalizable for federal income tax purposes

EQUIPMENT INFORMATION	
QTY	EQUIPMENT DESCRIPTION
	Computer Hardware--See attached Exhibit 1.

LEASE PAYMENT SCHEDULE						
Pmt #	Payment Date	Payment Amount	Interest	Principal	Purchase Price after scheduled payment(s)	Outstanding Balance
Loan	08/01/2014					
1	08/01/2014	65,717.91	0.00	65,717.91	195,198.50	189,892.53
2	08/01/2015	65,717.91	3,607.96	62,109.95	130,456.58	127,782.58
3	08/01/2016	65,717.91	2,427.87	63,290.04	65,390.95	64,492.54
4	08/01/2017	65,717.91	1,225.37	64,492.54	0.00	0.00
Grand Totals		262,871.64	7,261.20	255,610.44	1.9% Rate	

Lessee acknowledges that the discounted purchase price for the Lease is \$254,444.57 and that such amount is the Issue Price for the Lease for federal income tax purposes. The difference between the principal amount of this Lease and the Issue Price is Original Issue Discount ("OID") for federal income tax purposes. The Yield for this Lease for federal income tax purposes is 2.216% per annum. Such Issue Price and Yield will be stated in the Form 8038-G or 8038-GC, as applicable.

**IMPORTANT: Read before signing.** The terms of the Master Lease should be read carefully because only those terms in writing are enforceable. Terms or oral promises which are not contained in this written agreement may not be legally enforced. The terms of the Master Lease or Lease may only be changed by another written agreement between Lessor and Lessee. Lessee agrees to comply with the terms and conditions of the Master Lease and this Lease.

Commencement Date: **AUGUST 1, 2014**

LESSOR: APPLE INC.

SIGNATURE: X \_\_\_\_\_

NAME / TITLE: X \_\_\_\_\_

DATE: X \_\_\_\_\_

LESSEE: ANAMOSA COMMUNITY SCHOOL DISTRICT

SIGNATURE: X \_\_\_\_\_

NAME / TITLE: X \_\_\_\_\_

DATE: X \_\_\_\_\_

**EXHIBIT 1 – EQUIPMENT INFORMATION to Schedule No. 1**  
under Master Lease Purchase Agreement dated AUGUST 1, 2014

Part Number	Description	Qty	Price	Extended
ME087LL/A	iMac 21.5-inch: 2.9GHz quad-core Intel Core i5 065-C285 2.9GHz Quad-core Intel Core i5, TurboBoost up to 3.6GHz 065-C289 NVIDIA GeForce GT 750M 1GB GDDR5 065-C1GJ 8GB 1600MHz DDR3 SDRAM - 2x4GB 065-C1GP 1TB Serial ATA Drive @ 5400 rpm 065-C1H4 Magic Mouse 065-C1H8 Apple Wireless Keyboard (English) / User'sGuide (English)	6	1315.06	7890.36
S3128LL/A	AppleCare Protection Plan for iMac - Auto-enroll	6	111.86	671.16
ME699LL/A	iMac 21.5-inch: 3.3GHz Dual-core Intel Core i3 (Education only model) 065-C1WJ 4GB 1600MHz DDR3 SDRAM - 2x2GB 065-C1WL 500GB Serial ATA Drive (5400 RPM) 065-C1WM 3.3GHz Dual-core Intel Core i3 065-C1WT Apple Mouse 065-C1WY Apple Keyboard with Numeric Keypad / User's Guide	60	1033.06	61983.60
S3128LL/A	AppleCare Protection Plan for iMac - Auto-enroll	60	111.86	6711.60
BJ379LL/B	MacBook Air 5-pack (13.3"/1.4GHz i5/4GB/256GB flash storage/Intel HD Graphics 5000)	10	5306.30	53063.00
BH625LL/A	MacBook Pro 5-pack (13"/2.5GHz/4GB/500GB/SuperDrive) with AppleCare Protection Plan Auto-Enroll (packaged 5 in a single box) MacBook Pro (13"/ 2.5GHz/4GB/500GB/SuperDrive)	22	5555.40	122218.80
ZOPU	MacBook Pro 15-inch with Retina Display: NVIDIA GeForce GT 750M with 2GB GDDR5 memory 065-C291 2.6GHz Quad-core Intel Core i7, Turbo Boost up to 3.8GHz 065-C1N2 16GB 1600MHz DDR3L SDRAM 065-C1N6 1TB PCIe-based Flash Storage 065-C1NV Backlit Keyboard (English) / User's Guide(English)	1	2847.26	2847.26
S3131LL/A	AppleCare Protection Plan for MacBook Pro 15"/17" - Auto Enroll	1	224.66	224.66

*The above Equipment includes all attachments and accessories attached thereto and made a part thereof.*

## EXHIBIT B

### ACCEPTANCE CERTIFICATE

Re: **Schedule No. 1, dated AUGUST 1, 2014, (the "Schedule") to Master Lease Purchase Agreement, dated as of AUGUST 1, 2014, between Apple Inc., as Lessor, and ANAMOSA COMMUNITY SCHOOL DISTRICT, as Lessee.**

Apple Inc. is hereby requested to pay the person or entity designated below as Payee, the sum set forth below in payment of a portion or all of the cost of the acquisition described below. The amount shown below is due and payable under the invoice of the Payee attached hereto with respect to the cost of the acquisition of the equipment and has not formed the basis of any prior request for payment. The equipment described below is part or all of the "Equipment" listed in the Schedule to the Master Lease Purchase Agreement referenced above.

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

Description or Invoice #

\$ Amount

Lessee hereby certifies and represents to and agrees with Lessor as follows:

- (1) The Equipment described above has been delivered, installed and accepted on the date hereof.
- (2) Lessee has conducted such inspection and/or testing of the Equipment listed in the Schedule as it deems necessary and appropriate and hereby acknowledges that it accepts the Equipment for all purposes.
- (3) Lessee is currently maintaining the insurance coverage required by Section 15 of the Master Lease.
- (4) No event or condition that constitutes, or with notice or lapse of time or both would constitute, an Event of Default or Event of Non-appropriation (each as defined in the Master Lease) under any Lease exists at the date hereof.

#### PARTIAL ACCEPTANCE CERTIFICATE (Only a portion of Equipment Has Been Accepted)

LESSEE: ANAMOSA COMMUNITY SCHOOL DISTRICT

Signature: X \_\_\_\_\_

Printed Name/Title: X \_\_\_\_\_

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

#### FINAL ACCEPTANCE CERTIFICATE (All Equipment Has Been Accepted)

LESSEE: ANAMOSA COMMUNITY SCHOOL DISTRICT

Signature: X \_\_\_\_\_

Printed Name/Title: X \_\_\_\_\_

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

PLEASE RETURN PAYMENT REQUEST TO:  
APPLE INC. ~ 216 West Jackson Blvd., Suite 200A ~ Chicago, IL 60606



**EXHIBIT C**

**INCUMBENCY CERTIFICATE**

**Schedule No. 1 to Master Lease Purchase Agreement dated AUGUST 1, 2014**

Being a knowledgeable and authorized agent of the Lessee, I hereby certify to Lessor that the person(s) who executed the Master Lease and this Schedule are legally authorized to do so on behalf of the Lessee and that the signatures that appear on the Master Lease and Schedule are genuine.

LESSEE:                    **ANAMOSA COMMUNITY SCHOOL DISTRICT**

Signature:                X \_\_\_\_\_

Printed Name/Title:    X \_\_\_\_\_

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

**(THE INCUMBENCY IS TO BE EXECUTED BY A PERSON OTHER THAN THE SIGNER  
OF THIS SCHEDULE AND RELATED DOCUMENTS. THIS MAY BE A BOARD  
CLERK/SECRETARY, BOARD MEMBER OR SUPERINTENDENT.)**

## EXHIBIT D

### BANK QUALIFIED DESIGNATION

Schedule No. 1 to Master Lease Purchase Agreement Dated AUGUST 1, 2014

Lessee hereby represents and certifies the following (please check one):

#### Bank Qualified

- ☐ Lessee has designated, and hereby designates, this Lease as a "qualified tax-exempt obligation" for the purposes and within the meaning of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended (the "Code"). In making that designation, Lessee hereby certifies and represents that:
- As of the date hereof in the current calendar year, neither Lessee nor any other issuer on behalf of Lessee has designated more than \$10,000,000 of obligations (including this Lease) as "qualified tax-exempt obligations";
  - Lessee reasonably anticipates that the total amount of tax-exempt obligations (including this Lease) to be issued by or on behalf of Lessee (or allocated to Lessee) during the current calendar year will not exceed \$10,000,000;
  - The Lease will not be at any time a "private activity bond" as defined in Section 141 of the Code;
  - The Lease is not subject to control by any entity and there are no entities subject to control by Lessee; and
  - Not more than \$10,000,000 of obligations of any kind (including the Lease) issued by, on behalf of or allocated to Lessee will be designated for purposes of Section 265(b)(3) of the Code during the current calendar year.

#### Non-Bank Qualified

- ☐ Lessee has not designated this Lease as a "qualified tax-exempt obligation" for the purposes and within the meaning of Section 265(b)(3) of the Code.

LESSEE: ANAMOSA COMMUNITY SCHOOL DISTRICT

Signature: X \_\_\_\_\_

Printed Name/Title: X \_\_\_\_\_

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

## EXHIBIT E

### LEASE PAYMENT INSTRUCTIONS

Pursuant to the Master Lease Purchase Agreement dated AUGUST 1, 2014 (the "Master Lease"), Schedule No. 1, between Apple Inc. (the "Lessor") and ANAMOSA COMMUNITY SCHOOL DISTRICT (the "Lessee"), Lessee hereby acknowledges the obligations to make Lease Payments promptly when due in accordance with the Lease.

LESSEE NAME: \_\_\_\_\_

TAX ID#: \_\_\_\_\_

INVOICE MAILING ADDRESS: \_\_\_\_\_

Mail invoices to the attention of: \_\_\_\_\_

Phone (\_\_\_\_) \_\_\_\_\_

Fax (\_\_\_\_) \_\_\_\_\_

Email: \_\_\_\_\_

Approval of Invoices required by: \_\_\_\_\_

Phone (\_\_\_\_) \_\_\_\_\_

Fax (\_\_\_\_) \_\_\_\_\_

Email: \_\_\_\_\_

Accounts Payable Contact: \_\_\_\_\_

Phone (\_\_\_\_) \_\_\_\_\_

Fax (\_\_\_\_) \_\_\_\_\_

Email: \_\_\_\_\_

Processing time for Invoices: \_\_\_\_\_ Approval: \_\_\_\_\_ Checks: \_\_\_\_\_

Do you have a Purchase Order Number that you would like included on the invoice? No\_\_\_Yes\_\_\_PO# \_\_\_\_\_

Do your Purchase order numbers change annually? No\_\_\_Yes\_\_\_Processing time for new purchase orders: \_\_\_\_\_

LESSEE: ANAMOSA COMMUNITY SCHOOL DISTRICT

SIGNATURE: X \_\_\_\_\_

NAME / TITLE: X \_\_\_\_\_

DATE: X \_\_\_\_\_

## EXHIBIT F

### INSURANCE COVERAGE REQUIREMENTS

#### ANAMOSA COMMUNITY SCHOOL DISTRICT

- 1) Insurance Agency - Name of Agency, Phone Number, Fax Number, and Contact Name

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- 2) Property Damage & Loss Coverage -

- a) "All Risk" Physical Damage & Loss Insurance
- b) Include: Policy Number, Effective Date and Expiration Date
- c) APPLE INC. and its Assigns named "Loss Payee"
- d) Endorsement giving 30 days written notice of any changes or cancellation.

LIMITS: The full replacement value of the equipment.

- 3) General Liability Coverage -

- a) Include: Policy Number, Effective Date and Expiration Date
- b) APPLE INC. and its Assigns named "Additionally Insured"
- c) Endorsement giving 30 days written notice of any changes or cancellation

LIMITS: Bodily Injury - \$1,000,000.00 per occurrence  
Property Damage - \$250,000.00 per occurrence  
Combined Single Limit - \$1,000,000.00 per occurrence

Include: Product and/or completed operations, and blanket contractual liability

- 4) The Certificate Holder should be named as follows:

APPLE INC. and its assigns  
216 West Jackson Blvd., Suite 200A  
Chicago, Illinois 60606

#### FOR SELF INSURANCE:

A letter needs to be prepared on Lessee's Letterhead and addressed to APPLE INC. and its Assigns and signed by an authorized official of the Lessee. The letter must refer to the Master Lease, and include information regarding the statute authorizing this form of insurance (with a copy of the statute attached to the letter).



## K-12 Essential Use Audit

(the Lessee's Technology Coordinator and the Lessee's Finance Manager should complete the Essential Use Audit.)

1) Is the equipment replacing any existing equipment? ☐ NO ☐ YES If YES, how long has the existing equipment been in use?

☐ 1-3 years ☐ 3-5 years ☐ 5-7 years ☐ 7+ years

Why is the existing equipment being replaced? \_\_\_\_\_

What will be done with the replaced equipment? \_\_\_\_\_

2) What grade levels, locations, and departments will utilize the equipment to be leased?

☐ K-4 ☐ Math ☐ Computer Lab  
☐ 5-6 ☐ Science ☐ Classroom  
☐ 7-8 ☐ Language Arts ☐ Other: \_\_\_\_\_  
☐ 9-12 ☐ Social Sciences ☐ Other: \_\_\_\_\_

Who will be the principle users of the equipment? (Total of all users below equals 100%)

☐ Students: \_\_\_\_\_% ☐ Classified Faculty: \_\_\_\_\_% ☐ Other: \_\_\_\_\_%  
☐ Certified Faculty: \_\_\_\_\_% ☐ Administrative: \_\_\_\_\_% ☐ Other: \_\_\_\_\_%

What applications will the equipment be used for and what benefits will the equipment provide?

(use additional pages if necessary)

3) What is/are the source(s) of funding for repayment of the lease?

☐ Local Tax Revenues  
☐ State Unrestricted Aid  
☐ State Categorical Revenues for Technology  
☐ General Fund  
☐ Other: \_\_\_\_\_

Federal Financial Assistance Programs:

☐ Title I  
☐ Other: \_\_\_\_\_

Are the funds to the payment(s) due in the first fiscal year of the lease appropriated and encumbered in the Lessee's approved budget? ☐ YES ☐ NO If NO, why are the funds not appropriated and encumbered in an approved budget? \_\_\_\_\_

4) Has the Lessee's governing Board approved entering into the lease? ☐ YES *If YES, please provide a copy of Board minutes or resolution.* ☐ NO If NO, why is a board approval not required or when will the board approve entering into the lease? \_\_\_\_\_

5) Has the Lessee ever non-appropriated funds? ☐ NO ☐ YES If YES, please provide details regarding any non-appropriation: \_\_\_\_\_

6) Has Lessee issued or does the Lessee intend to issue more than \$10 million in tax-exempt debt during the current year? ☐ NO ☐ YES

Completed/Signature By: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

Completed/Signature By: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

Re: Schedule No. 1, dated AUGUST 1, 2014 to Master Lease Purchase Agreement dated as of AUGUST 1, 2014 between Apple Inc., as Lessor, and ANAMOSA COMMUNITY SCHOOL DISTRICT, as Lessee.

**[ATTACH I.R.S. FORM 8038-G OR 8038-GC, AS APPROPRIATE]**

**BOARD OF EDUCATION MEETING**  
**July 7, 2014**

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**ISSUE:** Storm Damage Update

**CONTACT:** Superintendent Lisa Beames

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**BACKGROUND:**

A review of storm damage in the district will be given.

**THE RECOMMENDATION IS:**

If any action is needed, it will be taken here.

**BOARD OF EDUCATION MEETING**  
**July 7, 2014**

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**ISSUE:** Approve Facilities Use Agreement for the Anamosa Family Resource Center

**CONTACT:** Superintendent Lisa Beames

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**BACKGROUND:**

Please see attached Facilities Use Agreement for the Anamosa Family Resource Center. They occupy desk space at Strawberry Hill Elementary.

**THE SUPERINTENDENT'S RECOMMENDATION IS:**

"Approve Agreement as written"



*Anamosa Community Schools*  
*Facilities Use Agreement for the Anamosa Family Resource Center*

This agreement represents collaboration between the Anamosa Community School District (ACSD) and Lutheran Services in Iowa (LSI) for the purpose of utilizing the Anamosa Family Resource Center to provide services to families in Jones County.

**The Anamosa Community School District shall:**

- Provide in-kind space for LSI staff providing parent education through the Healthy Families Initiative (HFI) New Parent Program and Parents as Teachers (PAT) and additional services provided to the community by LSI.
- Pay for basic utilities (water, electricity, heating).
- Provide and pay for one telephone line (462-5318) to be answered "Family Resource Center, this is \_\_\_\_\_."

**Lutheran Services in Iowa shall:**

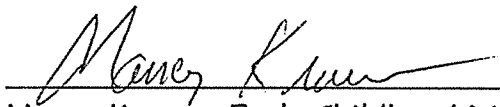
- Connect Jones County families to community resources and provide referral information for services not limited to those provided by their own organization.
- Act as a liaison with community-based agencies to facilitate referrals and service coordination.
- Work with district personnel to help create a welcoming school environment in which families feel supported and accepted.
- Coordinate and work with the Anamosa Community School District in conjunction with the "Back to School Supplies" Annual Drive (in collaboration with the Jones County Newspapers) and assist with other small projects as agreed upon.
- Direct all center visitors to comply with office check-ins and adult restroom usage.
- Make all families served through programming aware of confidentiality issues surrounding shared work space environment.
- Agree to respect the privacy and belongings of individuals sharing space.
- Provide evidence of certificate of insurance to the school district.

This Agreement shall begin on July 1<sup>st</sup>, 2014 and end on June 30<sup>th</sup>, 2015. This agreement may be amended at any time by mutual agreement. Either party may terminate this Agreement with thirty days written notice.

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Connie McKean, Board President, Anamosa Community Schools

Date



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Nancy Krause, Early Childhood Director, Lutheran Services in Iowa

6-10-14

Date

**BOARD OF EDUCATION MEETING**  
**July 7, 2014**

---

**ISSUE:** Approval of Agreement for Substitute Employee Management System (SEMS)

**CONTACT:** Superintendent Lisa Beames

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**BACKGROUND:**

Please see attached agreement to Operate the Substitute Employee Management System between Grant Wood Area Education Agency and the Anamosa Community School District.

**THE RECOMMENDATION IS:**

“Approve Agreement for the Substitute Employee Management System between Grant Wood Area Education Agency and the Anamosa Community School District.”



**GRANT WOOD**  
**AREA EDUCATION AGENCY**

4401 Sixth Street SW  
Cedar Rapids, IA 52404-4499  
(319) 399-6700  
Iowa WATS (800) 332-8488  
FAX (319) 399-6457  
TDD (319) 399-6766  
www.aea10.k12.ia.us

**Agreement to Operate the Substitute Employee Management System**

**Between**  
**Grant Wood Area Education Agency**  
**and**  
**Anamosa Community School District**  
**(2014-2015)**

This Agreement is entered into by and between Anamosa Community School District, hereinafter referred to as the "District" and the Grant Wood Area Education Agency, hereinafter referred to as "GWAEA".

This purpose of this Agreement is to support the efforts of the District by managing a Substitute Employee Management System. Services to be provided under this agreement shall begin on July 1, 2014 and terminate on June 30, 2015.

GWAEA agrees to:

1. Select (or hire) and supervise the AEA Employee to provide services under the Agreement.
2. Assume all obligations pursuant to administering and supervising the existing terms and conditions of employment between GWAEA and AEA Employee.
3. Provide office space, email, voice mail, Internet access and other necessary support for AEA Employee during the term of this Agreement.
4. To acknowledge the rights of District to assign and otherwise direct the work of AEA Employee in activities which support the Substitute Employee Management System.

GWAEA and District agree:

1. AEA Employee is at all times an employee of GWAEA subject to GWAEA's negotiated Master Agreement, operating procedures and policies.
2. AEA Employee will report to the designated GWAEA management staff member.

The District agrees to:

1. Reimburse GWAEA an annual management fee to house and support the management of the system in the amount of \$4,947.06. The billing amount is prorated for each participating district based on the number of District employees enrolled in the system. The 2014-2015 total annual management fee for the Substitute Employee Management System is \$159,719.
2. Reimburse GWAEA for the billed services within 30 days of receiving the invoice.
3. Assign and otherwise direct the work of the AEA Employee in activities which support the Substitute Employee Management System.
4. Provide input to the appropriate AEA supervisor regarding the AEA Employee. All discipline and/or termination decisions, however, shall be made by GWAEA.

Grant Wood Area Education Agency

Anamosa Community School District

*Jane C. Green* 6/11/2014

Board President

Date

Board President

Date

**BOARD OF EDUCATION MEETING**  
**July 7, 2014**

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**ISSUE:** Approval of GWAEA Pearson Powerschool Student Information System Agreement

**CONTACT:** Superintendent Lisa Beames

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**BACKGROUND:**

The District purchases computer services from Grant Wood AEA. These computer services include software and software maintenance for the Power School Student Information system.

As indicated on Appendix B of the attached agreement, the cost for 2014-2015 is \$6.50 per student or \$7,970.95 which is based on the certified enrollment used for the 2013-2014 school year.

The complete agreement is attached for your review.

**THE RECOMMENDATION IS:**

“the Board of Education approve the Agreement for Pearson Power School Student Information System with Grant Wood Area Education Agency for 2014-2015.”

**AGREEMENT**  
for  
**POWERSCHOOL STUDENT INFORMATION SYSTEM**  
between  
**GRANT WOOD AREA EDUCATION AGENCY**  
and  
**Anamosa Community School District**

This Agreement is entered into by and between **Grant Wood Area Education Agency, ("GWAEA")** and **Anamosa Community School District ("District")**. The Term of this Agreement shall be for the Fiscal Year **2014-2015**.

**GWAEA Agrees to:**

1. Provide District designated employees with access to the Powerschool Student Information System ("System") and those additional services ("Services") specified on Appendix A for the current fiscal year during the Term of this Agreement.
2. Provide the software and hardware necessary to operate the System.
3. Provide for electronic importation of student information and records into the System, if so requested by District.
4. Provide computer time and consultant services necessary to successfully access the System.
5. Undertake commercially reasonable efforts: a) to maintain the security of student information and records, and other information kept and produced for the District ("District Data") under this Agreement, and b) to not release District Data to any person or entity without the express written consent of the superintendent of the District.
6. Undertake commercially reasonable efforts to maintain off-site backups of all District Data during the Term of this Agreement.
7. First Year Districts Only: Provide one training session for building and District administrators and support staff on the operation of the System and on accessing the System.
8. First Year Districts Only: Provide two additional training sessions for District employees accessing the System.

**GWAEA shall:**

1. Not be liable for its failure to perform hereunder due to any contingency beyond its reasonable control, including acts of God or the public enemy, fire, explosion, accident, flood, drought, embargoes, shortages, action of any kind by a governmental authority other than GWAEA, whether valid or invalid, delay or failure of contractors or suppliers of material equipment or computer time, delay or failure of the computer system or carriers, or other difficulties with the computer system, or transportation, or any contingency, delay, failure or cause beyond GWAEA's control, whether or not of the kind specified herein.

2. Not be responsible for loss of any District Data resulting from the malfunction or shutdown of the System, whether caused by human error, security breach, software malfunction, hardware malfunction, natural disaster or for any other reason whatsoever. For District Data lost as the result its negligence, GWAEA will waive any fees for data recovery, data re-entry or programming activity needed to recover the District Data, or will assist District in recovering the District Data.
3. Not be liable for damages, including but not limited to special, indirect and consequential damages, attorneys' and experts' fees and court costs (even if GWAEA has been advised of the possibility of such damages) arising out of or in connection with the System or Services under this Agreement.

**The District agrees to:**

1. Pay GWAEA for the Services elected by the District and provided by GWAEA as specified in Appendix A.
2. Pay GWAEA for accessing the System as specified in Appendix B.
3. Make all payments due and payable to GWAEA for Services and accessing the System as per payment schedule listed in Appendix A.
4. Identify a single point of contact for communication with GWAEA staff.
5. Take full responsibility for the use of District Data by the District, its employees, agents and third-parties, whether authorized or unauthorized. The District agrees to indemnify GWAEA and hold GWAEA harmless for any loss or damage incurred by GWAEA or by any other person as a result of the use or misuse of District Data that is outside the control of GWAEA.
6. Abide by the computer usage rules, procedures, and policies as published by GWAEA with respect to any and all aspects of District's use of the System and Services.
7. Assume full responsibility for the confidentiality and use of all its user names, passwords, and accounts on the System. The District is prohibited from sharing user names, passwords, and/or accounts with any unauthorized person to access the System.
8. The District agrees to immediately notify GWAEA if it becomes aware of any loss or theft or unauthorized use of any of its user names, passwords, and/or accounts.
9. Assume full responsibility for assuring the accuracy of District Data transmitted or delivered to GWAEA. The District acknowledges that the System and Services may provide incorrect information to the District; however, the District has numerous opportunities to detect the occurrence of such errors and control their effect. The District shall have the responsibility to establish and use appropriate measures in its operations to detect the occurrence of such error promptly and to minimize their effect on it. In addition, the District shall promptly inform GWAEA of all errors it believes to exist and render all reasonable assistance in correcting said errors.
10. That it shall have no ownership rights in the System or any rights to the System, except the right to access the System during the Term of this Agreement.

**GWAEA and District agree:**

1. That the District is the owner of the District Data. This Agreement does not create any ownership interest for GWAEA in the District Data.
2. That the District is responsible for all obligations and liabilities arising out of ownership of the District Data. This means, without limitation, that the District shall be responsible for all third-party requests for District Data, whether by subpoena or otherwise. If a third-party serves GWAEA with a request for District Data, GWAEA will, as soon as practicable, provide the request to the District. The District shall thereafter be responsible for appropriately responding to the request. The District shall indemnify and reimburse GWAEA for all reasonable expenses, including attorneys' fees, that GWAEA incurs arising out of the request. The District shall not direct third parties to make requests for the District Data to GWAEA, but shall instead direct that requests be made to the District. GWAEA will cooperate with the District in responding to the request by providing the requested District Data to the District or the third-party if so directed by the District.
3. That for as long as the District has the right to access the System, on an annual basis, the District may request that GWAEA provide the District with a copy of the District Data as that data existed in the System upon the date of the request. The copy of the District Data provided by GWAEA shall be in a non-proprietary, electronic format.
4. That after the District no longer has the right to access the System, whether because of termination of this Agreement or the absence of a subsequent agreement regarding the System, the District may request that GWAEA provide the District with a copy of the District Data as that data existed in the System upon the date of termination of the last agreement between the parties regarding the System. Any such request by the District must be made within sixty (60) days of the date of termination of the last agreement between the parties regarding the System. The copy of the District Data shall be in a non-proprietary, electronic format. After the expiration of the sixty (60) day period, GWAEA shall not be required to retain any District Data.

**Termination**

This Agreement shall terminate at the end of the Term or upon the occurrence of any of the following events:

1. Failure of the District to pay GWAEA any sums or amounts due, where such delinquency is not fully corrected within sixty (60) days of GWAEA written demand; or
2. Failure the District or GWAEA to observe, keep or perform any of the terms and conditions of this Agreement where such nonperformance is not corrected by the District or GWAEA within thirty (30) days after prior written notice by the District or GWAEA.

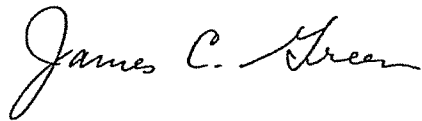
Except as provided above, upon the expiration or other termination of this Agreement, all rights and obligations of the parties under this Agreement shall cease as of the termination date.



We the undersigned agree to the terms and conditions set forth in this Agreement and to the charges as outlined in Appendix A and Appendix B.

**GRANT WOOD AREA  
EDUCATION AGENCY**

**Anamosa Community School District**



\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
5/14/2014  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

## **APPENDIX A**

### **POWERSCHOOL STUDENT INFORMATION SYSTEM**

The System includes all of the base functionality provided by Pearson in its PowerSchool system plus State Reporting (aka Project Easier).

### **DATA ENTRY**

\$15.00 per hour charged for any special customized data entry activities.  
\$80.00 per hour charged for special programming needs.

### **TRAINING OUTSIDE THE SCOPE OF THIS AGREEMENT**

\$50 per hour to a maximum of \$500 per day plus expenses such as lodging and meals reimbursement at GWAEA per diem rates.

### **BILLING SCHEDULE**

Payment will be made no later than thirty days after invoice. Invoicing will be in May 2015.

**APPENDIX B**

**2014-2015 Powerschool Student Information System provided to:  
Anamosa Community School District**

<b>K-12 Student Enrollment</b>	<b>1226.3</b>
<b>Per Pupil cost</b>	<b>\$6.50</b>
<b>Licensing and Implementation costs</b>	<b>\$0.00</b>
<b>Hardware costs</b>	<b>\$0.00</b>
<b>Total Costs for 2014-15</b>	<b>\$7,970.95</b>

**BOARD OF EDUCATION MEETING**  
**July 7, 2014**

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**ISSUE:** Approval of GWAEA Computer Services Agreement for 2014-2015

**CONTACT:** Superintendent Lisa Beames

---

**BACKGROUND:**

The District purchases computer services from Grant Wood AEA. These computer services include software and software maintenance for the finance and payroll systems, which includes the general ledger, accounts payable, purchase order, employee self service, leave, and check print systems.

The cost of these services for 2014-2015 is \$13,182. The cost is based on school size and the size of the general fund operating budget. The fee is billed annually.

The complete agreement is attached for your review.

**THE SUPERINTENDENT'S RECOMMENDATION IS:**

“the Board of Education approve the Agreement for Administrative Computer Services with Grant Wood Area Education Agency for 2014-2015.”

AGREEMENT  
FOR  
ADMINISTRATIVE COMPUTER SERVICES  
between  
GRANT WOOD AREA EDUCATION AGENCY  
and  
ANAMOSA COMMUNITY SCHOOL DISTRICT

This Agreement is entered into by and between Grant Wood Area Education Agency, hereafter referred to as "GWAEA" and ANAMOSA COMMUNITY SCHOOL DISTRICT, hereafter referred to as the "DISTRICT". For the Fiscal Year, 2014-15, hereafter referred to as "current fiscal year".

**GWAEA Agrees to:**

1. Provide those specific services specified on Appendix A for the current fiscal year.
2. Provide and maintain the software necessary for the specified services.
3. Provide for data entry services (where applicable) necessary to convert administrative data into machine-readable format.
4. Provide computer time and consultant services necessary to successfully operate the specified services.
5. Undertake reasonable efforts to maintain off-site backups of all DISTRICT data for listed services.
6. Undertake reasonable efforts to maintain the security of information kept and produced for the DISTRICT under this agreement and not release such information to any person or entity other than the DISTRICT without the express written consent of the DISTRICT.
7. Provide for delivery of reports and other material related to the service via regularly scheduled GWAEA van routes or common carrier.

**GWAEA shall:**

1. Not be liable for its failure to perform hereunder due to any contingency beyond its reasonable control, including acts of God or the public enemy, fire, explosion, accident, flood, drought, embargoes, shortages, action of any kind by a governmental authority, whether valid or invalid, delay or failure of contractors or suppliers of material equipment or computer time, delay or failure of the computer system or carriers, or other difficulties with the computer system, or transportation, or any contingency, delay, failure or cause beyond GWAEA's control, whether or not of the kind specified herein.
2. Not be responsible for loss of any information of data supplied by the DISTRICT resulting from the malfunction or shutdown of its computers whether caused by human error, machine breakdown and malfunction, natural disasters or for any other reason whatsoever.
3. In the event GWAEA discloses negligence, and data was lost as a result of the negligence, GWAEA will waive any extra fees for data entry or programming activity to correct the grievance error, or will assist DISTRICT in correcting the error.

**The DISTRICT agrees to:**

1. Reimburse GWAEA for the services selected by the DISTRICT and provided by GWAEA per the costs specified in Appendix A.
2. Make all payments due and payable to GWAEA for services as per payment schedule listed in Appendix B.
3. Take full responsibility for the use of information and records after transmission of delivery to the DISTRICT, and the DISTRICT agrees to indemnify GWAEA and hold GWAEA harmless for any loss or damage incurred by the Agency or by any other as a result of the use or misuse of any information or records once

transmitted or delivered to the DISTRICT.

4. Abide by the rules, procedures, and policies of GWAEA Computer Services with respect to any and all aspects of its operation.
5. Assume full responsibility for assuring the accuracy of input information transmitted and delivered to GWAEA. The DISTRICT acknowledges that in the operation of listed services the occurrence of an error in output information sometimes occurs, and that the DISTRICT has numerous opportunities to detect the occurrence of such errors and control their effect. The DISTRICT shall have the responsibility to establish and use appropriate measures in its operation to detect the occurrence of such error promptly and to minimize their effect on it. In addition, the DISTRICT shall promptly inform GWAEA of all errors it believes to exist and render all reasonable assistance in correcting said errors.

**GWAEA and DISTRICT agree:**

The owner of the data and information GWAEA hosts and maintains pursuant to this agreement is ANAMOSA COMMUNITY SCHOOL DISTRICT. This agreement does not create any ownership interest for GWAEA in the data and information GWAEA hosts under this agreement. ANAMOSA COMMUNITY SCHOOL DISTRICT is responsible for all obligations and liabilities arising out of ownership of the subject data and information. This means, without limitation, that ANAMOSA COMMUNITY SCHOOL DISTRICT shall be responsible for all third-party requests for the data or information, whether by subpoena or otherwise. If a third-party serves GWAEA with a request for the data or information, GWAEA will, as soon as practicable, provide the request to ANAMOSA COMMUNITY SCHOOL DISTRICT. ANAMOSA COMMUNITY SCHOOL DISTRICT shall thereafter be responsible for appropriately responding to the request. ANAMOSA COMMUNITY SCHOOL DISTRICT shall indemnify and reimburse GWAEA for all reasonable expenses, including attorneys' fees, GWAEA incurs arising out of the request. ANAMOSA COMMUNITY SCHOOL DISTRICT shall not direct third parties to make requests for the data or information to GWAEA, but shall instead direct that requests be made to ANAMOSA COMMUNITY SCHOOL DISTRICT. GWAEA will cooperate with ANAMOSA COMMUNITY SCHOOL DISTRICT in responding to the request by providing the requested data or information to ANAMOSA COMMUNITY SCHOOL DISTRICT or the third-party if so directed by ANAMOSA COMMUNITY SCHOOL DISTRICT.

GWAEA disclaims all obligations and liabilities on the part of GWAEA from damages, including but not limited to special, indirect and consequential damages, attorneys' and experts' fees and court costs (even if GWAEA has been advised of the possibility of such damages) arising out of or in connection with the activities and services under this agreement.

This agreement shall terminate prior to the expiration of its term provided above upon the occurrence of any of the following events:

1. Upon the failure or neglect of DISTRICT to pay GWAEA any sums or amounts due hereunder in a timely manner where such delinquency is not fully corrected within sixty (60) days of GWAEA written demand; or
2. Upon failure or neglect of the DISTRICT or GWAEA to observe, keep or perform any of the terms and conditions of this agreement where such nonperformance is not corrected by the DISTRICT or GWAEA within thirty (30) days after prior written notice by the DISTRICT or GWAEA.

Upon the expiration or other termination of this agreement, all rights and obligations of the parties under this agreement shall cease as of the termination date.

APPENDIX A

DATA ENTRY

\$15.00 per hour charged for any customized data entry projects.

PROJECT, PROGRAMMING and CONSULTING OUTSIDE THE SCOPE OF THIS CONTRACT

Travel, Time and Materials

FINANCIAL MANAGEMENT APPLICATIONS

Applications included in the package are as follows;

- Accounts Payable
- Accounts Receivable
- Account Code Conversion Program
- Budgeting
- Check Print Program
- Claims System
- Fixed Assets
- General Ledger
- Human Resources
- Payroll System
- Leave System
- Purchase Order System
- Query Applications
- Web Request System

DISTRICT ENROLLMENT	COST/MIL OF GENERAL FUND BUDGET	TIER CAP	SET-UP CHARGE
0 - 749	\$1,725	\$ 6,625	\$ 2,500
750 - 1499	\$1,725	\$ 13,500	\$ 2,500
1500 - 2999	\$1,725	\$ 20,500	\$ 2,500
3000 - 5999	\$1,725	\$ 26,500	\$ 2,500
6000 - Above	QUOTE AVAILABLE UPON REQUEST	AVAILABLE WITH QUOTE	AVAILABLE WITH QUOTE

APPENDIX B

2014-2015 SERVICES ELECTED BY ANAMOSA COMMUNITY SCHOOL DISTRICT:

Financial Management Package

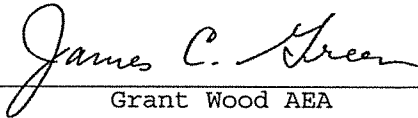
ESTIMATED STUDENT ENROLLMENT	1,247
ESTIMATED WORKING GENERAL FUND BUDGET	\$13,632,051
ESTIMATED COST FOR FISCAL YEAR 2014-2015	\$13,182

FINAL COST TO BE DETERMINED ON OR ABOUT APRIL 1 OF CURRENT FISCAL YEAR

We the undersigned, agree to the terms and conditions set forth and to the charges as outlined in Appendix A.

GRANT WOOD AREA EDUCATION AGENCY

ANAMOSA COMMUNITY SCHOOL DISTRICT

  
\_\_\_\_\_  
Grant Wood AEA

5/14/2014  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date



**BOARD OF EDUCATION MEETING**  
**July 7, 2014**

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**ISSUE:** Approval of Staff, Student and Coaches Handbooks for the 2014-2015 School Year

**CONTACT:** Superintendent Lisa Beames

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**BACKGROUND:**

Please see attached copies of Staff, Student and Coaches handbooks for the 2014-2015 school year.

**THE SUPERINTENDENT'S RECOMMENDATION IS:**

“the Board of Education approve the Staff, Student and Coaches handbooks for the 2014-2015 school year as submitted.”

**BOARD OF EDUCATION MEETING**  
**July 7, 2014**

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**ISSUE:** Jones County Multi-Jurisdictional Hazard Mitigation Plan

**CONTACT:** Superintendent Lisa Beames

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**BACKGROUND:**

As part of the planning process for hazard mitigation, FEMA now requires that school districts have an appointed representative on the planning committee. The Anamosa Community School District needs to formally identify a representative to the Jones County Multi-Jurisdictional Hazard Mitigation Planning Committee. This can be done through a board action approving the representative.

**THE SUPERINTENDENT'S RECOMMENDATION IS:**

“Approve Lisa Beames, Superintendent, as the district’s representative to the Jones County Multi-Jurisdictional Hazard Mitigation Planning Committee.”

## **Board of Education Committees**

Policy Committee	Rich Crump, Kristine Kilburg, Nicole Claussen
Negotiations Committee	Anna Mary Riniker, Kristine Kilburg, Kandi Behnke
PPEL & Facilities Committee	Connie McKean, Rich Crump, Anna Mary Riniker
CADRE	Connie McKean, Rich Crump, Shaun Lambertsen
Jones Co. Conf. Bd.	Nicole Claussen
IASB Delegate Assembly Representative	Connie McKean
Ad Hoc Building/Long Range Planning	Kristine Kilburg, Shaun Lambertsen, Anna Mary Riniker