



Prairie Lakes Area Education Agency

Monday, July 20, 2015 - 4:00 PM

Iowa Lake Conference Room

500 NE 6th Street

Pocahontas, IA

Regular Monthly Board Meeting

AGENDA

1. Roll call
2. Review and Approve Agenda
3. Closed Session - Administrator Evaluation - IA Code 21.5(1)(a)
4. Approve Minutes of June 15, 2015 Board Meeting
5. Approve Monthly Bills and Review Cash Flow Report
6. Personnel Matters
 - A. Retirements/Resignations
 - B. New Hires
 - C. Others
7. Approve First Reading of Board Policy 402.7 Vacations
8. Approval of Shared STEM Position Project Agreement with Iowa State University
9. Approval of Superintendent Service Agreement with Gilmore City Bradgate CSD
10. Approval of the 2013-2014 Annual Progress Report Assurances
11. Approval of the 2015-2016 AEA Legislative Priorities
12. Approval of the 2015-2016 Iowa AEA PD OnLine Agreement
13. Chief Administrator's Report
14. Upcoming Dates
15. Set Date, Time for Next Regular Board Meeting
16. Other
17. Adjournment

BOARD PREVIEW

for the Board Meeting - July 20, 2015

MISSION OF PRAIRIE LAKES AEA

The mission of Prairie Lakes AEA is to ensure success for all learners through collaborative partnerships.

In an effort to promote better understanding and communication of Board actions, prior to each Prairie Lakes AEA Board meeting this **BOARD PREVIEW** with an agenda and summary of the agenda is sent to all Prairie Lakes staff via email. It includes basic information on the Agenda Items and Chief Administrator's recommendations to the Board. All are encouraged to attend the Board meetings to share their ideas and to see - live - what the discussion and actions of the Board are. Board meetings are held in the Iowa Lake Room at the Prairie Lakes AEA Office in Pocahontas at 4 PM unless otherwise noted on the agenda. This preview does not have any information related to discipline, confidential personnel matters, or negotiations.

Regular Board Meeting • 4:00 p.m.

1. **Roll Call**
2. **Review and Approve Agenda - Action Item**
3. **Closed Session - Administrator Evaluation - IA Code 21.5(1)(a)**
4. **Approve Minutes of June 15, 2015 Board Meeting - Action Item**
5. **Approve Monthly Bills - Action Item**
 - A. **Review Monthly Cash Flow Report - Information Item**
6. **Personnel Matters**
 - A. **Retirement/Resignations**
 1. **Licensed - Action Item**
 - a. Annie Schreier, Leadership & Learning Consultant/Literacy Coach, resignation effective at the end of the 2014-2015 contract year. (will not be replaced)
Administrator's Recommendation - It is recommended that the resignation be approved as presented.
 - B. **New Hires**
 1. **Licensed - Action Item**
 - a. Jacqui Plumb, Behavior Strategist, Spencer Region, Lakes Partnership School, 193 day contract, MA/step 1 paid on 3, \$49,994.96, start August 10, 2015. (replacement)

Administrator's Recommendation - It is recommended that the new hire be approved as presented.

C. Other - none at this time

7. **Approve First Reading of Board Policy 402.7 Vacations - Action Item** - The following language is being suggested for Board Policy 402.7: Vacations. In our attempt to build a culture of wellness and help staff embrace the importance of taking time away from work to recharge, we are reducing the number of allowable unused vacation days that may be carried over from one year to another to a maximum of five days. This change in policy will affect the Administrative and Non Bargaining groups. Employees covered by contract language are governed by the current negotiated contract language.

Administrator's Recommendation - It is recommended that the first reading of Board Policy 402.7: Vacations be approved as presented.

8. **Approval of Shared STEM Position Project Agreement with Iowa State University - Action Item** - Lynn Campbell, ISU's Program Coordinator for STEM, will collaborate with PLAEA teams, and local school districts to provide leadership and learning expertise, research based- learning strategies, and school improvement planning support to the local school districts and PLAEA staff. PLAEA will reimburse ISU for .25 FTE and travel reimbursement, not to exceed \$31,983.

Administrator's Recommendation - It is recommended the shared STEM position project with ISU be approved as presented.

9. **Approval of Superintendent Service Agreement with Gilmore City Bradgate CSD- Action Item** - This agreement is a continuation of the superintendent service agreement PLAEA has with Gilmore City Bradgate CSD. Services are provided by the chief administrator. The agreement runs from July 1, 2015 to June 30, 2016. The contract is in the amount of \$28,000.

Administrator's Recommendation - It is recommended that the shared Superintendent agreement with Gilmore City Bradgate CSD be approved as presented.

10. **Approval of the 2013-2014 Annual Progress Report Assurances - Action Item** - The Assurances document has to be filed at the completion of the Annual Progress Report. This is still from our site visit a year ago and we were just given the report recently. This document, as you can see, has a few assurances that must be verified moving our report forward.

Administrator's Recommendation - It is recommended that the Assurances for the Annual Progress Report be approved as presented.

11. **Approval of the 2015-2016 Legislative Priorities - Action Item** - The Chief Administrators had a lengthy conversation about the AEA system's legislative priorities at our June retreat and we finally landed on one main priority; fully funding the AEA system. We want to continue to tell them what we will do with the funding, make progress towards our Compact goals (literacy, numeracy, closing the gaps, and college & career readiness) but we need to get the \$15 million cut in special education funds returned. We have discussed a strategy of asking for this over time; \$5 million a year for 3 years, but we want to focus on the fact that they're underfunding our needs for special education children. Each AEA Board is being presented with this recommendation to ensure consistency of messaging across the system.

Administrator's Recommendation - It is recommended that the 2015-2016 Legislative Priorities be approved as presented.

12. **Approval of the 2015-2016 Iowa AEA PD OnLine Agreement - Action Item** - This agreement is cooperative action among the nine AEA's for purposes of providing training programs to employees of school districts and area education agencies and to provide educational programs. Heartland AEA hosts the program and technology on behalf of the statewide system. This agreement covers the time period of July 1, 2015 to June 30, 2016. Any profits or losses of the program will be shared by all of the AEA's based on a pro rata percentage.

Administrator's Recommendation - It is recommended that the 2015-2016 Iowa AEA OnLine agreement be approved as presented.

13. **Chief Administrator's Report - Information Item** -

A. Recognition of Excellence:

- Senator Tim Kraayenbrink: Chief Admn Herzberg met with one of our local Senators last week to discuss the veto, educational funding and how we can move forward. It was a very productive meeting and the bottom line is we are on the same page...he wants the very best for our learners and so do we. A huge thank you for taking his time and discussing educational issues in a productive and positive manner!
- AEA Legislative Advocacy - Chief Admn Herzberg will be hosting a meeting with Linda Fandel and area Supts on Tuesday, August 18 from 2:00-3:30 at our Jefferson office. The purpose of this meeting is to engage the Governor's office in conversation about education, reform, and how we should/could engage to be part of the discussion. Please continue to write letters, notes or emails to our elected officials to make sure they understand the impact of the decision. An article was published recently in the Fort Dodge Messenger <http://www.messengernews.net/page/content.detail/id/588651/Prairie-Lakes-impacted-by-Branstad-veto.html?nav=5010>
- Executive Director Report - June 2015 from Brent Siegrist - document attached
- Lakes Partnership School - Board Update - document attached

14. **Upcoming Dates - Information Item** -

- 70th Annual IASB Convention & Trade Show - November 18-20, 2015, Des Moines (should we move our Nov 16 meeting to Nov 18 and have it in DSM?)
- 30th Annual AESA Conference - December 2-5, 2015, New Orleans, LA (should we begin to make the annual conference an every other year event?)
- AEA Governing Board Conference - April 14-15, 2016, West Des Moines

15. **Set Date and time for Next Board Meeting - Information Item** - The August board meeting is scheduled for **Monday, August 17, 2015 - 4:00 p.m.** Pocahontas AEA, Iowa Lake room.

16. **Other**

17. **Adjournment**

Prairie Lakes Area Education Agency
Regular Monthly Board Meeting
Monday, June 15, 2015 · 4:00 pm
Storm Lake, IA

President Dean Saunders called the regular meeting of the Prairie Lakes Area Education Agency Board of Directors to order at 4:00 pm. The following board members were present: Gary Astor(via phone), Pat Brown, Sue Brown, Steve Jimmerson, Todd Lundgren, Rick Morain, and Dean Saunders.

Board approval was given to the agenda presented by Chief Administrator Jeff Herzberg.

On a motion by Gary Astor, seconded by Sue Brown, board approval was given to the minutes of the May 18, 2015, Regular Board Meeting. Motion carried unanimously.

On a motion by Todd Lundgren, seconded by Rick Morain, board approval was given to the bills as presented by Michelle Dowd. Motion carried unanimously. The cash flow report was reviewed by Michelle Dowd.

Lesa Nauss and Diane Jackson shared a brief update on the Summer Reading Program. The Summer Reading Program began last year. Goal of the program is to maintain reading skills and prevent the summer slide. This summer's program is expanding to include 1st and 2nd grade. Districts volunteer to host the program. Reading strategies are practiced during the class time and students are able to take 10 books each home to practice their skills and share with family members. Pre and posttest are performed to determine results of the program. Results show 80% of the students maintained or improved their reading skills. Would like to expand the program to include Kindergarten, this would offer three full years to participants. Reading reminders are text out to parents weekly as a reminder to parents to be engaged and provide support to their children. PL staff will meet with the districts to discuss how things went and look for improvements for the upcoming year's program.

On a motion by Steve Jimmerson, seconded by Pat Brown, the board approved the following resignation:

- Randy Marks, School Psychologist, resignation effective at the end of the current contract year.

Motion carried unanimously.

On a motion by Rick Morain, seconded by Sue Brown, the board approved the following contracts for 2015-2016:

- Claire Davis, Speech Language Pathologist, Fort Dodge Region, Fort Dodge office, 193 daycontract, MA15/step 1 paid on 3, \$49,333 (based on 2014-2015 salary schedule), start August 17, 2015. (replacement)
- Meredith Allen, Instructional Technology Consultant, Agency Wide Region, Spencer office, 218 day contract, MA/step 10, \$61,609 (based on 2014-2015 salary schedule), start August 17, 2015. (replacement)
- Shelley Donovan, Teacher of the Hearing Impaired, Agency North Region, Spencer office, 193 day contract, MA/CI-8, \$76,588 (based on 2014-2015 salary schedule), start August 17, 2015. (replacement)

Motion carried unanimously.

On a motion by Rick Morain , seconded by Steve Jimmerson, the board approved the Tech Support Proposal for MiFi Hotspots. Motion carried unanimously.

On a motion by Steve Jimmerson, seconded by Pat Brown, the board approved the Business Management Service Agreement with Ruthven-Ayrshire CSD for the 2015-2016 fiscal year in the amount of \$40,000. Motion carried unanimously.

On a motion by Gary Astor, seconded by Todd Lundgren, the board approved the School Technology Technician Agreements for the 2015-2016 fiscal year with Gilmore City-Bradgate CSD in the amount of \$13,000 for 50 days of service; Saint Paul Lutheran School in the amount of \$6,500 for 25 days of service; and Twin Rivers CSD in the amount of \$26,000 for 100 days of service. Motion carried unanimously.

On a motion by Todd Lundgren, seconded by Steve Jimmerson, the board approved the Server Support Agreement for the 2015-2016 fiscal year with North Iowa Libraries Collaborating in the amount of \$3,000. Motion carried unanimously.

On a motion by Pat Brown, seconded by Sue Brown, the board approved the Independent Contractor Agreement for Occupational Therapist Services for the 2015-2016 fiscal year with Jodi Ramsey. The agreement provides for 20 hours of OT services per week at \$55.00 an hour. Motion carried unanimously.

On a motion by Gary Astor, seconded by Steve Jimmerson, the board approved the Resolution to Authorize Payment of Fiscal Year 2015 End Year Expenditures. Motion carried unanimously.

On a motion by Todd Lundgren, seconded by Steve Jimmerson, the board approved the Depository Resolution naming the following bank institutions; Well Fargo Bank of Iowa, \$6,500,000, First State Bank, \$3,000,000, and Two Rivers Bank, \$500,000. Motion carried unanimously.

On a motion by Steve Jimmerson, seconded by Todd Lundgren, the board approved the Property & Casualty Insurance renewal with EMC. Motion carried unanimously.

On a motion by Pat Brown, seconded by Todd Lundgren, the board approved the Prairie Lakes Educational Services Association's 2015-2016 contract settlement of 3.38%, \$79,765. Motion carried unanimously.

On a motion by Pat Brown, seconded by Sue Brown, the board approved the Prairie Lakes Employees Association's 2015-2016 contract settlement of 3.30%, \$469,283. Motion carried unanimously.

On a motion by Steve Jimmerson, seconded by Pat Brown, the board approved Administrative and Non-Bargaining 2015-2016 contract settlements in the amount of 3.0%. Non Bargaining package costs, \$56,593 and Administrative package costs, \$43,616. With reductions made in staffing in both groups for the upcoming 2015-2016 contract year, total costs for the Administrative group were reduced by \$199,921, or 9.52%; and total costs for the Non Bargaining group were reduced by \$125,343, or 6.06%. Motion carried unanimously.

Recognition of Excellence:

"Congratulations" goes out to all PLAEA team members for a great year of service to the children, families and educators we serve. We are so proud of everyone who contributed to the success of our Agency!

Upcoming Dates

- 70th Annual IASB Convention & Trade Show - November 18-20, 2015

The July board meeting is scheduled for Monday, July 20, 2015 - 4:00 pm, Iowa Lakes Room, Pocahontas, Iowa.

There being no further business the board adjourned at 6:00 p.m.

Board President

Board Secretary

Prairie Lakes AEA 8
Board Bills
July 20, 2015

2014-2015

Check	Check Date	Payable To	Description	Amount
76606	6/17/2015	Book World	Instructional Supplies/PEC Grant	\$ 4,425.36
76607	6/17/2015	Wells Fargo	Hotel/Books/Registrations	\$ 1,282.56
				<u>\$ 5,707.92</u>
76608	6/30/2015	21 Centuryed Tech, LLC	Media Production Supplies	\$ 4,525.00
76609	6/30/2015	A&M Laundry Inc	Media/Pocahontas Supplies	\$ 51.38
76610	6/30/2015	Elizabeth Acat	PEC/Interpreting	\$ 144.80
76611	6/30/2015	Northwest AEA	Dr. Canady Workshop Refund	\$ 272.92
76612	6/30/2015	Heartland AEA 11	Registration Fee/J.Stremel	\$ 268.00
76612	6/30/2015	Heartland AEA 11	Registration/C.Brown	\$ 100.00
76612	6/30/2015	Heartland AEA 11	Registration/Kathy Brenny	\$ 100.00
76613	6/30/2015	Nilda Aguirre	Stipend/Our Kids	\$ 500.00
76614	6/30/2015	Ahlers & Cooney, P.C.	SPED Prof. Services	\$ 408.00
76615	6/30/2015	Algona Community School	PAK Quality Imprv. Grant	\$ 8,075.14
76615	6/30/2015	Algona Community School	PAK Literacy Grant Reimb.	\$ 493.26
76616	6/30/2015	Algona Publishing Company	PAK Newspaper Ad	\$ 103.50
76617	6/30/2015	Amy Allen	Reimbursement/PEC Grant	\$ 200.00
76618	6/30/2015	Alliant Energy	Jefferson Utilities	\$ 176.36
76619	6/30/2015	Amazon.com	Books/T.Aleasch	\$ 24.98
76619	6/30/2015	Amazon.com	Intg. Tech Prof. Supplies	\$ 1,346.54
76619	6/30/2015	Amazon.com	Prof Supplies/Siefken	\$ 37.05
76619	6/30/2015	Amazon.com	Prof. Supplies	\$ 100.00
76619	6/30/2015	Amazon.com	Prof. Supplies/SPED	\$ 338.87
76620	6/30/2015	Americinn Motel & Suites	Lodging/Glenda Harms	\$ 61.60
76620	6/30/2015	Americinn Motel & Suites	Lodging/G.Harms	\$ 61.60
76620	6/30/2015	Americinn Motel & Suites	Lodging/S.Cagle	\$ 123.20
76621	6/30/2015	AmericInn Lodge & Suites	Lodging/Wasko YI Group	\$ 308.00
76622	6/30/2015	Emily Ballard	PEC/Stipend	\$ 25.00
76623	6/30/2015	Best Western University Park Inn & Suites	Lodging/Janie Eischen	\$ 61.60
76623	6/30/2015	Best Western University Park Inn & Suites	Lodging/Jill Siefken	\$ 61.60
76623	6/30/2015	Best Western University Park Inn & Suites	Lodging/KRost	\$ 61.60
76624	6/30/2015	B & H Photo Video	Instructional Supplies	\$ 1,484.27
76625	6/30/2015	Bomgaars	Pest Control	\$ 14.99
76626	6/30/2015	Buena Vista University	PD Class Registrations	\$ 2,405.00
76627	6/30/2015	Bunjes Landscaping & Lawncare, Inc.	SL Lawn Mowing/May	\$ 120.00
76628	6/30/2015	CARE Team of Kossuth County	PAK Loving Hands Payment	\$ 1,500.00
76629	6/30/2015	Century Business Products	Media Production Supplies	\$ 2,391.70
76630	6/30/2015	Central Iowa Distributing	Jefferson Supplies	\$ 34.80
76631	6/30/2015	Century Link	Forest Ridge Telephone	\$ 90.50
76632	6/30/2015	Dorothy Christensen	Mileage Reimbursement	\$ 29.64
76633	6/30/2015	Continuum Retail Energy Serrvices, LLC	SL Utilities - Gas	\$ 388.09
76634	6/30/2015	Corwin Press	Inst. Coaching Seminar	\$ 3,009.72
76635	6/30/2015	Crescent Electric Supply Company	Fuse/Electric Unit/Jefferson	\$ 55.70
76636	6/30/2015	Crisis Prevention Institute	LS Prof. Supplies	\$ 2,483.25
76637	6/30/2015	Culligan Water Conditioning	FD Softner Exchange	\$ 52.26
76638	6/30/2015	Culligan Water Conditioning (S)	Water/Spencer Office	\$ 23.72
76639	6/30/2015	Christeana Michelle Dickey	Stipend/Our Kids	\$ 500.00
76640	6/30/2015	Dish Network	Pocahontas Cable	\$ 76.48

Check	Check Date	Payable To	Description	Amount
76641	6/30/2015	Drake University	PD Class Registration	\$ 1,900.00
76642	6/30/2015	Educational Innovations, Inc.	Intg. Tech Supplies	\$ 77.60
76643	6/30/2015	Emmet County Public Health	May 2015 Payment	\$ 4,687.10
76643	6/30/2015	Emmet County Public Health	PAK Payment	\$ 4,669.90
76644	6/30/2015	Enabling Devices	Instructional Supplies	\$ 700.65
76645	6/30/2015	Fairfield Inn & Suites	Lodging/C.Kee	\$ 123.20
76645	6/30/2015	Fairfield Inn & Suites	ECSE Lodging	\$ 184.80
76645	6/30/2015	Fairfield Inn & Suites	Lodging/Our Kids Institute	\$ 184.80
76646	6/30/2015	Michele Fairbairn	Stipend/Our Kids	\$ 250.00
76647	6/30/2015	Families & Work Institute, Inc.	Mind in the Making - 06.18.20	\$ 25.00
76648	6/30/2015	Farm & Home True Value	Media Production Supplies	\$ 28.99
76648	6/30/2015	Farm & Home True Value	Pocahontas Maint. Supplies	\$ 29.36
76649	6/30/2015	Forest City Christian School	PAK/Quality Impr. Grant	\$ 1,769.06
76650	6/30/2015	Linda Fortune	PD Class Refund	\$ 60.00
76651	6/30/2015	Frontier	FD Telephone	\$ 586.83
76652	6/30/2015	Frontier Communications Of Ia	Interstate Telephone	\$ 563.52
76653	6/30/2015	The Gables on Geneseo	Lodging/D.Jackson/T.Zaugg	\$ 360.00
76654	6/30/2015	Tina Geneste	Stipend/Our Kids	\$ 500.00
76655	6/30/2015	Daphne Germain	Stipend/Our Kids	\$ 3,000.00
76656	6/30/2015	Global Reach Internet Productions, LLC	Internet Advanced Programming	\$ 8,754.05
76657	6/30/2015	Graettinger Preschool	PAK Tuition	\$ 4,000.00
76657	6/30/2015	Graettinger Preschool	PAK/Quality Impr. Grant	\$ 1,116.63
76658	6/30/2015	Hanson Family Life Center	Quality Improvement Grant	\$ 2,108.28
76659	6/30/2015	Carla Haupert	Jefferson Wellness Snacks	\$ 97.27
76660	6/30/2015	Heartland Inn - Coralville	Lodging/G.Harms	\$ 200.48
76661	6/30/2015	Patricia Heinrichs	PD Teaching Stipend/Expenses	\$ 1,214.40
76662	6/30/2015	Nancy Hernandez	PEC/Stipend	\$ 25.00
76663	6/30/2015	Nicole Hinrichs	PD Class Refund	\$ 30.00
76664	6/30/2015	Paige Hollinger	PAK Computer Reimbursement	\$ 695.49
76664	6/30/2015	Paige Hollinger	Mileage/Quality Impr. Grant	\$ 311.22
76665	6/30/2015	Hotel Pattee	State PR Lodging/Connie Johnson	\$ 55.00
76666	6/30/2015	Michelle Huntress	IPLA Contracted Services/June	\$ 637.20
76667	6/30/2015	Iowa Communications Network	ICN - telephone/internet	\$ 17,902.53
76668	6/30/2015	Ia Braille & Sight Saving Sch	VI O&M June 2015	\$ 4,263.96
76669	6/30/2015	Iowa Testing Programs	Home School Testing Material	\$ 26.38
76670	6/30/2015	Iowa Workforce Development	Elevator Inspection/Permit Fee	\$ 225.00
76671	6/30/2015	ISTE Registration Office	Registration/Meredith Allen	\$ 464.00
76672	6/30/2015	IT Outlet, Inc.	Bandwidth 2 Services	\$ 83.91
76673	6/30/2015	Dave Kerkove	Mileage Reimbursement	\$ 81.90
76674	6/30/2015	KG Roofing, LLC	1of5 Initial Payment/Jefferson	\$ 1,500.00
76675	6/30/2015	Kidstop Childcare	PAK Quality Imprv. Grant	\$ 2,000.00
76676	6/30/2015	Kossuth Regional Health Ctr	May 2015 Payment	\$ 3,203.08
76677	6/30/2015	Lake Mills Community Preschool	PAK Quality Imprv. Grant	\$ 1,982.39
76678	6/30/2015	The Laurens House of Print	Media Production Supplies	\$ 60.00
76679	6/30/2015	Lighthouse Inn	Lodging/J.Graber	\$ 61.60
76680	6/30/2015	Little Mustangs	PAK Literacy Grant Reimb.	\$ 1,206.78
76681	6/30/2015	Marlin Lode	IPLA Contracted Services/June	\$ 915.14
76682	6/30/2015	Cheryl Lyon	Instructional Supplies/LPS	\$ 28.33

Check	Check Date	Payable To	Description	Amount
76683	6/30/2015	Randy Marks	Wellness Voucher Reimbursement	\$ 200.00
76684	6/30/2015	Menards	FD Batteries/SPED	\$ 25.78
76684	6/30/2015	Menards	FD Paint	\$ 9.51
76684	6/30/2015	Menards	Jefferson AC repair parts	\$ 65.17
76684	6/30/2015	Menards	Media Production Supplies	\$ 27.79
76685	6/30/2015	Microtel Inns & Suites	Lodging/C.Kee	\$ 61.60
76686	6/30/2015	Midamerican Energy Company	Algona Utilities - Gas	\$ 29.55
76686	6/30/2015	Midamerican Energy Company	SL Utilities - Electric	\$ 2,099.17
76687	6/30/2015	Mid-Sioux Opportunity	PAK May Payment	\$ 5,450.00
76688	6/30/2015	Midwest Alarm Company	Repair Broken camera monitor	\$ 570.90
76689	6/30/2015	MiraVia, LLC	1st Year Mentors Books	\$ 636.68
76690	6/30/2015	Modern Sound Engineering, Inc.	Poky Fire Alarm Inspection	\$ 250.00
76691	6/30/2015	Kristiina Montero	Stipend/Our Kids	\$ 3,000.00
76692	6/30/2015	Morningside College	PD Class Registration	\$ 520.00
76693	6/30/2015	Merrill Mueller	Algona Lawn Care	\$ 305.00
76694	6/30/2015	Ryan Nelson	Stipend/Our Kids	\$ 3,000.00
76695	6/30/2015	North Iowa Community Action Organization	PAK Quality Imprv. Grant	\$ 1,168.89
76696	6/30/2015	North Iowa Media Group	PAK Newspaper Ad	\$ 22.00
76697	6/30/2015	Nutrition Matters Inc.	Instructional Supplies/KIDS	\$ 1,421.00
76698	6/30/2015	Oaktree Products, Inc.	Audiology Supplies/Rowland	\$ 40.87
76699	6/30/2015	Office Elements	Admin Color Printer Agree	\$ 23.74
76699	6/30/2015	Office Elements	Agency Copier maintenance Agree	\$ 3,338.12
76699	6/30/2015	Office Elements	Laser Printer Maint. Agree.	\$ 202.90
76700	6/30/2015	Palo Alto Community Health	PAK May Payment	\$ 2,550.10
76701	6/30/2015	Aaron Patrick	Wellness Voucher	\$ 100.00
76702	6/30/2015	Pearson's Clinical Assessment	SSIS Rating Scales-Computer-T	\$ 68.65
76703	6/30/2015	Petty Cash (S)	Spencer Petty Cash	\$ 15.05
76704	6/30/2015	Ellen Picray	PAK Board Mileage Reimb.	\$ 128.70
76705	6/30/2015	Lori Porsch	Stipend/Our Kids	\$ 500.00
76705	6/30/2015	Lori Porsch	IPLA/Expenses	\$ 1,850.44
76706	6/30/2015	Powhatan Travel Service	Travel/L.Pralle-Keehn	\$ 299.00
76707	6/30/2015	Pro Ed	PEC Early Childhood Dev. Char	\$ 1,672.00
76707	6/30/2015	Pro Ed	PEC Prof. Supplies/Shelton	\$ 2,473.35
76708	6/30/2015	Proshield Fire Protection	FD Fire Ext. Inspection	\$ 121.00
76709	6/30/2015	Quality Inn and Suites	Lodging/Linda Linn	\$ 123.20
76710	6/30/2015	Ramada Northwest Inn & Suites	Lodging/C.Brown	\$ 61.60
76710	6/30/2015	Ramada Northwest Inn & Suites	Lodging/K.Taphorn/T. Zaugg	\$ 184.80
76710	6/30/2015	Ramada Northwest Inn & Suites	IPLA Lodging/Jaymie Randel	\$ 123.20
76710	6/30/2015	Ramada Northwest Inn & Suites	Lodging/J.Prentice	\$ 184.80
76711	6/30/2015	Jaymie Randel	IPLA/Expenses	\$ 233.79
76712	6/30/2015	The Reporter and Democrat	PAK Newspaper Ad	\$ 44.80
76713	6/30/2015	Rhythm n Bloom	Landscaping/Poky Office	\$ 274.58
76714	6/30/2015	Ries's Water Service	Pocahontas Bottled Water	\$ 60.00
76715	6/30/2015	Rosalez Lock & Key	Keys for LPS	\$ 19.00
76716	6/30/2015	Saddleback Educational Publishing	LPS Supplies/PEC Grant	\$ 200.48
76717	6/30/2015	School Administrators of Iowa	PD Class Registration	\$ 40.00
76718	6/30/2015	Sleep Inn	Lodging/Kim Rost	\$ 123.20
76718	6/30/2015	Sleep Inn	Lodging/Janelle Swanson	\$ 61.60

Prairie Lakes AEA 8
Board Bills
July 20, 2015

2014-2015

Check	Check Date	Payable To	Description	Amount
76718	6/30/2015	Sleep Inn	Lodging/Linda Ankeny	\$ 61.60
76719	6/30/2015	Southwest Binding & Laminating	Media Production Supplies	\$ 395.00
76720	6/30/2015	Springhill Suites-Marriott	Lodging/L.Ankeny	\$ 61.60
76721	6/30/2015	Staples Advantage	Algona Office Supplies	\$ 109.43
76721	6/30/2015	Staples Advantage	Business Office Supplies	\$ 28.25
76721	6/30/2015	Staples Advantage	FD Office Supplies	\$ 480.54
76721	6/30/2015	Staples Advantage	Pocahontas Office Supplies	\$ 95.98
76721	6/30/2015	Staples Advantage	Spencer Office Supplies	\$ 145.76
76721	6/30/2015	Staples Advantage	Storm Lake Office Supplies	\$ 278.46
76722	6/30/2015	Staybridge Suites	Lodging/Chris Wells	\$ 210.56
76723	6/30/2015	Super 8	IPLA Lodging/Jaymie Randel	\$ 69.45
76723	6/30/2015	Super 8	Lodging/H.Adams/K.Petersen/E.	\$ 833.40
76723	6/30/2015	Super 8	Lodging/Julie Graber	\$ 69.45
76723	6/30/2015	Super 8	Lodging/Nicholas Schelle	\$ 69.45
76724	6/30/2015	Tech Leaders LLC	Registrations/Intg. Tech Team	\$ 200.00
76725	6/30/2015	Deng Mathayo Tiir	Stipend/Our Kids	\$ 2,000.00
76726	6/30/2015	Doreen Underwood	Stipend/Our Kids	\$ 500.00
76727	6/30/2015	United Parcel Service	Pocahontas UPS	\$ 7.83
76727	6/30/2015	United Parcel Service	Media Production	\$ 99.30
76727	6/30/2015	United Parcel Service	FD UPS - Fosseen	\$ 18.52
76728	6/30/2015	Verizon Wireless	Hot Spot/Cell Phone Charges	\$ 1,145.18
76729	6/30/2015	Tony Vincent, Inc.	TICL Conference Expenses	\$ 5,900.00
76730	6/30/2015	Wallace's Water Condition Inc	E'Ville Bottled Water	\$ 21.50
76731	6/30/2015	Webster County Health Department	PAK May Payment	\$ 1,445.40
76732	6/30/2015	Deb Weir	Prescription Refund	\$ 20.00
76733	6/30/2015	Westone Laboratories, Inc.	SL Audiology Earmolds	\$ 81.25
76734	6/30/2015	Wex Bank	Maint/Media Van Fuel	\$ 801.35
76735	6/30/2015	Winnebago County Public Health	PAK May Payment	\$ 5,947.74
76736	6/30/2015	Wood's Super Market	Media/Poky Supplies	\$ 16.74
76737	6/30/2015	Xpedx	Media Production Supplies	\$ 5,019.17
76738	6/30/2015	Zero to Three Press	KIDS Subscription Renewal	\$ 79.00
				<u>\$ 165,834.87</u>

1	7/20/2015	Karen Ackerman	JUNE 2015 TRAVEL EXPENSES	\$ 86.49
2	7/20/2015	Harriet Adams	JUNE 2015 TRAVEL EXPENSES	\$ 90.71
3	7/20/2015	Pamela Ahlrichs	JUNE 2015 TRAVEL EXPENSES	\$ 1,826.41
4	7/20/2015	Kris Ahrens	JUNE 2015 TRAVEL EXPENSES	\$ 908.04
5	7/20/2015	Teresa Alesch	JUNE 2015 TRAVEL EXPENSES	\$ 709.03
6	7/20/2015	Mike Anderson	JUNE 2015 TRAVEL EXPENSES	\$ 325.50
7	7/20/2015	Linda Ankeny	JUNE 2015 TRAVEL EXPENSES	\$ 333.02
8	7/20/2015	Jane Awtry	JUNE 2015 TRAVEL EXPENSES	\$ 141.36
9	7/20/2015	Susan Bangert	JUNE 2015 TRAVEL EXPENSES	\$ 7.44
10	7/20/2015	Lori Beltran	JUNE 2015 TRAVEL EXPENSES	\$ 96.72
11	7/20/2015	Tammy Berger	JUNE 2015 TRAVEL EXPENSES	\$ 328.60
12	7/20/2015	Laura Beshaler	JUNE 2015 TRAVEL EXPENSES	\$ 8.68
13	7/20/2015	Randi Black	JUNE 2015 TRAVEL EXPENSES	\$ 227.85
14	7/20/2015	Sandra Bonner	JUNE 2015 TRAVEL EXPENSES	\$ 84.63
15	7/20/2015	Sarah Burke	JUNE 2015 TRAVEL EXPENSES	\$ 158.72

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16	7/20/2015	Patricia Burma	JUNE 2015 TRAVEL EXPENSES	\$ 257.61
17	7/20/2015	Rachel Burns	JUNE 2015 TRAVEL EXPENSES	\$ 84.50
18	7/20/2015	Susan Burnside	JUNE 2015 TRAVEL EXPENSES	\$ 191.89
19	7/20/2015	Carrie Calhoon	JUNE 2015 TRAVEL EXPENSES	\$ 58.28
20	7/20/2015	Cassady Carter	JUNE 2015 TRAVEL EXPENSES	\$ 12.71
21	7/20/2015	Rebecca Coffelt	JUNE 2015 TRAVEL EXPENSES	\$ 170.81
22	7/20/2015	Michelle Conrad	JUNE 2015 TRAVEL EXPENSES	\$ 88.35
23	7/20/2015	Elaine Cook	JUNE 2015 TRAVEL EXPENSES	\$ 26.66
24	7/20/2015	Elizabeth Cooper	JUNE 2015 TRAVEL EXPENSES	\$ 68.82
25	7/20/2015	Amanda DeLancey	JUNE 2015 TRAVEL EXPENSES	\$ 182.90
26	7/20/2015	Tabitha DeMey	JUNE 2015 TRAVEL EXPENSES	\$ 63.86
27	7/20/2015	Michelle Dowd	JUNE 2015 TRAVEL EXPENSES	\$ 117.20
28	7/20/2015	Mary Dunlay	JUNE 2015 TRAVEL EXPENSES	\$ 126.17
29	7/20/2015	Lynn Eby	JUNE 2015 TRAVEL EXPENSES	\$ 159.65
30	7/20/2015	Janie Eischen	JUNE 2015 TRAVEL EXPENSES	\$ 189.72
31	7/20/2015	Scott Fosseen	JUNE 2015 TRAVEL EXPENSES	\$ 227.76
32	7/20/2015	Emily Frostestad	JUNE 2015 TRAVEL EXPENSES	\$ 71.30
33	7/20/2015	Denise C. Gajewsky	JUNE 2015 TRAVEL EXPENSES	\$ 26.04
34	7/20/2015	Kimberly Galles	JUNE 2015 TRAVEL EXPENSES	\$ 184.30
35	7/20/2015	Brent Gerzema	JUNE 2015 TRAVEL EXPENSES	\$ 55.00
36	7/20/2015	Julie Graber	JUNE 2015 TRAVEL EXPENSES	\$ 966.90
37	7/20/2015	Shannon Hagen	JUNE 2015 TRAVEL EXPENSES	\$ 41.23
38	7/20/2015	Jessie Hansen	JUNE 2015 TRAVEL EXPENSES	\$ 225.06
39	7/20/2015	Glenda Harms	JUNE 2015 TRAVEL EXPENSES	\$ 121.60
40	7/20/2015	Linda Harms	JUNE 2015 TRAVEL EXPENSES	\$ 47.12
41	7/20/2015	Carla Hauptert	JUNE 2015 TRAVEL EXPENSES	\$ 58.28
42	7/20/2015	Jessica Hawkins	JUNE 2015 TRAVEL EXPENSES	\$ 71.92
43	7/20/2015	Brenda Hebert	JUNE 2015 TRAVEL EXPENSES	\$ 26.04
44	7/20/2015	Cari Hepperle	JUNE 2015 TRAVEL EXPENSES	\$ 135.78
45	7/20/2015	Jeff Herzberg	JUNE 2015 TRAVEL EXPENSES	\$ 345.36
46	7/20/2015	Kennan Highly	JUNE 2015 TRAVEL EXPENSES	\$ 75.20
47	7/20/2015	Nicole Hinrichs	JUNE 2015 TRAVEL EXPENSES	\$ 95.79
48	7/20/2015	Diane Jackson	JUNE 2015 TRAVEL EXPENSES	\$ 439.13
49	7/20/2015	Coletta Jaeger	JUNE 2015 TRAVEL EXPENSES	\$ 96.72
50	7/20/2015	Valerie Jergens	JUNE 2015 TRAVEL EXPENSES	\$ 85.56
51	7/20/2015	Pamela Jobgen	JUNE 2015 TRAVEL EXPENSES	\$ 102.92
52	7/20/2015	Connie Johnson	JUNE 2015 TRAVEL EXPENSES	\$ 188.19
53	7/20/2015	Kimberly Johnson	JUNE 2015 TRAVEL EXPENSES	\$ 179.27
54	7/20/2015	Carrie Kee	JUNE 2015 TRAVEL EXPENSES	\$ 203.22
55	7/20/2015	Jason Kehoe	JUNE 2015 TRAVEL EXPENSES	\$ 87.42
56	7/20/2015	Carole Klein	JUNE 2015 TRAVEL EXPENSES	\$ 123.72
57	7/20/2015	Peggy Koester	JUNE 2015 TRAVEL EXPENSES	\$ 175.55
58	7/20/2015	Diane Krause	JUNE 2015 TRAVEL EXPENSES	\$ 87.42
59	7/20/2015	Julie Krogman	JUNE 2015 TRAVEL EXPENSES	\$ 149.51
60	7/20/2015	Tiffany Lammers	JUNE 2015 TRAVEL EXPENSES	\$ 98.58
61	7/20/2015	Joanna Lange	JUNE 2015 TRAVEL EXPENSES	\$ 124.93
62	7/20/2015	Connie Lappe	JUNE 2015 TRAVEL EXPENSES	\$ 327.14
63	7/20/2015	Addy Leistikow	JUNE 2015 TRAVEL EXPENSES	\$ 93.00

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64	7/20/2015	Allyson Leners	JUNE 2015 TRAVEL EXPENSES	\$ 142.60
65	7/20/2015	Marcie Lentsch	JUNE 2015 TRAVEL EXPENSES	\$ 182.59
66	7/20/2015	Linda Linn	JUNE 2015 TRAVEL EXPENSES	\$ 436.56
67	7/20/2015	Annette Louk	JUNE 2015 TRAVEL EXPENSES	\$ 99.51
68	7/20/2015	Laura Lucchesi	JUNE 2015 TRAVEL EXPENSES	\$ 44.33
69	7/20/2015	Denise Lundell	JUNE 2015 TRAVEL EXPENSES	\$ 66.96
70	7/20/2015	Heidi McGuire	JUNE 2015 TRAVEL EXPENSES	\$ 163.99
71	7/20/2015	Scott McLeod	JUNE 2015 TRAVEL EXPENSES	\$ 2,414.34
72	7/20/2015	Julie Meyer	JUNE 2015 TRAVEL EXPENSES	\$ 83.70
73	7/20/2015	Judy Mischke	JUNE 2015 TRAVEL EXPENSES	\$ 222.27
74	7/20/2015	Robin Montgomery	JUNE 2015 TRAVEL EXPENSES	\$ 183.92
75	7/20/2015	Dr. Leslie Moore	JUNE 2015 TRAVEL EXPENSES	\$ 130.82
76	7/20/2015	Jann Murphy	JUNE 2015 TRAVEL EXPENSES	\$ 45.88
77	7/20/2015	Katie Nelson	JUNE 2015 TRAVEL EXPENSES	\$ 143.22
78	7/20/2015	Jackie Ohl	JUNE 2015 TRAVEL EXPENSES	\$ 10.54
79	7/20/2015	Erin Olson	JUNE 2015 TRAVEL EXPENSES	\$ 1,998.10
80	7/20/2015	Hope Paez	JUNE 2015 TRAVEL EXPENSES	\$ 359.69
81	7/20/2015	Wendy Parker	JUNE 2015 TRAVEL EXPENSES	\$ 1,596.42
82	7/20/2015	Amy Peterson	JUNE 2015 TRAVEL EXPENSES	\$ 37.20
83	7/20/2015	Kathy Petersen	JUNE 2015 TRAVEL EXPENSES	\$ 31.50
84	7/20/2015	Nicole Peter	JUNE 2015 TRAVEL EXPENSES	\$ 27.28
85	7/20/2015	Martha Poland	JUNE 2015 TRAVEL EXPENSES	\$ 77.50
86	7/20/2015	Jennifer Prentice	JUNE 2015 TRAVEL EXPENSES	\$ 228.32
87	7/20/2015	Amy Profit	JUNE 2015 TRAVEL EXPENSES	\$ 163.99
88	7/20/2015	Rachel Rachut	JUNE 2015 TRAVEL EXPENSES	\$ 14.57
89	7/20/2015	Gale Randall	JUNE 2015 TRAVEL EXPENSES	\$ 407.65
90	7/20/2015	Jaymie Randel	JUNE 2015 TRAVEL EXPENSES	\$ 257.02
91	7/20/2015	Susan Rasmussen	JUNE 2015 TRAVEL EXPENSES	\$ 53.94
92	7/20/2015	Sheila Remington	JUNE 2015 TRAVEL EXPENSES	\$ 513.36
93	7/20/2015	Lisa Richter	JUNE 2015 TRAVEL EXPENSES	\$ 91.45
94	7/20/2015	Debra Rowland	JUNE 2015 TRAVEL EXPENSES	\$ 83.70
95	7/20/2015	Alma Rubio	JUNE 2015 TRAVEL EXPENSES	\$ 108.90
96	7/20/2015	Maureen Salinas	JUNE 2015 TRAVEL EXPENSES	\$ 26.04
97	7/20/2015	Jennifer Sammons	JUNE 2015 TRAVEL EXPENSES	\$ 112.53
98	7/20/2015	Nicholas Schelle	JUNE 2015 TRAVEL EXPENSES	\$ 66.17
99	7/20/2015	Michael Schmidt	JUNE 2015 TRAVEL EXPENSES	\$ 215.00
100	7/20/2015	Nancy L. Schofield	JUNE 2015 TRAVEL EXPENSES	\$ 32.99
101	7/20/2015	Annie Schreier	JUNE 2015 TRAVEL EXPENSES	\$ 308.14
102	7/20/2015	Deb Shelton	JUNE 2015 TRAVEL EXPENSES	\$ 7.75
103	7/20/2015	Jill Siefken	JUNE 2015 TRAVEL EXPENSES	\$ 126.17
104	7/20/2015	Amanda Sigler	JUNE 2015 TRAVEL EXPENSES	\$ 34.72
105	7/20/2015	Melissa Smith	JUNE 2015 TRAVEL EXPENSES	\$ 86.49
106	7/20/2015	Loreda K. Spanjers	JUNE 2015 TRAVEL EXPENSES	\$ 84.01
107	7/20/2015	Kimberly Studer	JUNE 2015 TRAVEL EXPENSES	\$ 140.21
108	7/20/2015	Donna Sump McClain	JUNE 2015 TRAVEL EXPENSES	\$ 386.90
109	7/20/2015	Jill Sundblad	JUNE 2015 TRAVEL EXPENSES	\$ 74.40
110	7/20/2015	Janelle L. Swanson	JUNE 2015 TRAVEL EXPENSES	\$ 115.94
111	7/20/2015	Teresa Teague	JUNE 2015 TRAVEL EXPENSES	\$ 159.03

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112	7/20/2015	Jane Thilges	JUNE 2015 TRAVEL EXPENSES	\$ 121.62
113	7/20/2015	Tony Thilges	JUNE 2015 TRAVEL EXPENSES	\$ 151.28
114	7/20/2015	Amy Thompson	JUNE 2015 TRAVEL EXPENSES	\$ 42.78
115	7/20/2015	Sara Toedter	JUNE 2015 TRAVEL EXPENSES	\$ 207.80
116	7/20/2015	Chryst A. Velky	JUNE 2015 TRAVEL EXPENSES	\$ 17.98
117	7/20/2015	Karen Waid	JUNE 2015 TRAVEL EXPENSES	\$ 64.48
118	7/20/2015	Denise Wasko	JUNE 2015 TRAVEL EXPENSES	\$ 226.37
119	7/20/2015	Christine Wells	JUNE 2015 TRAVEL EXPENSES	\$ 381.17
119	7/20/2015	Christine Wells	JUNE 2015 TRAVEL EXPENSES	\$ 211.42
120	7/20/2015	Lynn Weringa	JUNE 2015 TRAVEL EXPENSES	\$ 125.55
121	7/20/2015	Jennifer Woodruff	JUNE 2015 TRAVEL EXPENSES	\$ 155.93
122	7/20/2015	Melissa K. Wurth	JUNE 2015 TRAVEL EXPENSES	\$ 437.10
123	7/20/2015	Timothy Youngdahl	JUNE 2015 TRAVEL EXPENSES	\$ 57.97
124	7/20/2015	Tiffanie Zaugg	JUNE 2015 TRAVEL EXPENSES	\$ 220.74
76786	7/20/2015	Debra S. Bennett	JUNE 2015 TRAVEL EXPENSES	\$ 32.24
76789	7/20/2015	Regina Blomberg	JUNE 2015 TRAVEL EXPENSES	\$ 61.38
76790	7/20/2015	Summer Boes	JUNE 2015 TRAVEL EXPENSES	\$ 186.62
76791	7/20/2015	Kathy Brenny	JUNE 2015 TRAVEL EXPENSES	\$ 654.56
76793	7/20/2015	Donna Bryan	JUNE 2015 TRAVEL EXPENSES	\$ 24.80
76800	7/20/2015	David Cole	JUNE 2015 TRAVEL EXPENSES	\$ 83.70
76804	7/20/2015	Dorothy DeGroot	JUNE 2015 TRAVEL EXPENSES	\$ 168.56
76808	7/20/2015	Richard D. Feilmeier	JUNE 2015 TRAVEL EXPENSES	\$ 98.58
76810	7/20/2015	Ryan Flaherty	JUNE 2015 TRAVEL EXPENSES	\$ 1,157.25
76812	7/20/2015	Deb Gade	JUNE 2015 TRAVEL EXPENSES	\$ 64.48
76813	7/20/2015	Theresa Golden	JUNE 2015 TRAVEL EXPENSES	\$ 80.00
76819	7/20/2015	Sheila King	JUNE 2015 TRAVEL EXPENSES	\$ 50.22
76823	7/20/2015	Jackie Loos	JUNE 2015 TRAVEL EXPENSES	\$ 61.38
76824	7/20/2015	Kandace Martin	JUNE 2015 TRAVEL EXPENSES	\$ 1,602.20
76826	7/20/2015	Jean Mohr	JUNE 2015 TRAVEL EXPENSES	\$ 15.81
76827	7/20/2015	Lesla Nauss	JUNE 2015 TRAVEL EXPENSES	\$ 1,411.77
76835	7/20/2015	Leslie Pralle Keehn	JUNE 2015 TRAVEL EXPENSES	\$ 846.28
76836	7/20/2015	Brenda Prentice	JUNE 2015 TRAVEL EXPENSES	\$ 32.86
76839	7/20/2015	Kim I. Rost	JUNE 2015 TRAVEL EXPENSES	\$ 272.15
76840	7/20/2015	Melissa Rucker	JUNE 2015 TRAVEL EXPENSES	\$ 158.72
76846	7/20/2015	Kris Taphorn	JUNE 2015 TRAVEL EXPENSES	\$ 127.40
76849	7/20/2015	Joy Weier	JUNE 2015 TRAVEL EXPENSES	\$ 19.22
76856	7/20/2015	Howard Zimmerle	JUNE 2015 TRAVEL EXPENSES	\$ 64.86
				<u>\$ 34,564.83</u>
76782	7/20/2015	Grant Wood AEA 10	Registration Fee/H. Adams	\$ 115.00
76783	7/20/2015	Algona Municipal Utilities	Algona Utilities	\$ 351.44
76784	7/20/2015	Algona Publishing Company	Advertisement/PAK	\$ 71.10
76785	7/20/2015	Meredith Allen	Expense Reimb/M.Allen	\$ 1,232.85
76787	7/20/2015	Best Western Holiday Inn	Lodging/Kim Rost	\$ 123.20
76788	7/20/2015	Jessica Biede	Registration/J.Biede/OUR Kids	\$ 85.00
76792	7/20/2015	Brown Services	Janitorial Services/Jefferson	\$ 125.00
76794	7/20/2015	Buena Vista University	PD Registration Fee	\$ 1,300.00
76795	7/20/2015	Century Business Products	Media Production Supplies/Mai	\$ 1,111.40

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76796	7/20/2015	City of Estherville	Estherville Utilities	\$ 384.50
76797	7/20/2015	City of Jefferson	Jefferson Utilities	\$ 25.57
76798	7/20/2015	City of Pocahontas	Pocahontas Utilities	\$ 2,629.17
76799	7/20/2015	City of Storm Lake	Storm Lake Water	\$ 207.17
76801	7/20/2015	Continuum Retail Energy Serrvices, LLC	FD Utilities	\$ 60.50
76802	7/20/2015	Council for Exceptional Children	PEC Prof. Supplies - LPS	\$ 35.20
76803	7/20/2015	Culligan - Storm Lake	SL Office Bottled Water	\$ 23.85
76805	7/20/2015	Department of Treasury	Fee	\$ 468.00
76806	7/20/2015	Drake University	PD Registration Fee	\$ 2,590.00
76807	7/20/2015	Engel Law Office	Legal Services	\$ 450.00
76809	7/20/2015	Monica Figueroa	Lodging/M.Figueroa/OUR Kids	\$ 61.60
76811	7/20/2015	Fort Dodge Water Department	Fort Dodge Water	\$ 80.03
76814	7/20/2015	Megan Husman	Registration/M.Husman/OUR Kid	\$ 146.60
76815	7/20/2015	Iowa Communications Network	ICN - telephone/internet	\$ 19,088.51
76816	7/20/2015	JoyLabz, LLC	Intg. Tech Supplies	\$ 234.73
76817	7/20/2015	Kakacek's Lawn Care	Lawn Care/Poky Office/ June 2	\$ 350.00
76818	7/20/2015	Kids In Motion, Inc	Contracted PT/June 2015	\$ 5,780.00
76820	7/20/2015	Becky Kinnander	Honorarium/Google Apps	\$ 500.00
76821	7/20/2015	KUPD	KU Consulting/June 2015	\$ 1,333.32
76822	7/20/2015	LEGO Education	Intg. Tech Supplies	\$ 576.53
76825	7/20/2015	Midamerican Energy Company	FD Utilities-Electric	\$ 1,529.16
76825	7/20/2015	Midamerican Energy Company	Storm Lake-Utilities	\$ 2,486.05
76828	7/20/2015	Newell-Fonda CSD	Registration/Lodging/OUR Kids	\$ 4,299.46
76829	7/20/2015	Noble Distruting, Inc.	Supplies/Our Kids Conf.	\$ 41.83
76830	7/20/2015	Office Elements	Laser Printer Maint. Agreement	\$ 100.52
76831	7/20/2015	Oneota Conservation Foundation	PD Materials/Meals	\$ 720.00
76832	7/20/2015	Deb Peters	Registration/D.Peters/OUR Kid	\$ 85.00
76833	7/20/2015	Pocahontas Ford Lincoln Mercury	Media Van Repair	\$ 32.46
76834	7/20/2015	Pocahontas Inn & Suites	Lodging/J.Randel	\$ 61.60
76837	7/20/2015	Ramada Northwest Inn & Suites	Lodging/D.Sump-McClain	\$ 123.20
76838	7/20/2015	Jodi Ramsey, ORT/L	Contracted OT/June 2015	\$ 2,010.99
76841	7/20/2015	Dean Saunders	Expense Reimb.	\$ 189.21
76842	7/20/2015	The Sherwin Williams Co.	Paint/SL Office	\$ 269.57
76843	7/20/2015	Social Thinking & Think Social Publishing	SLP Prof. Supplies/Bangert	\$ 49.50
76844	7/20/2015	Staples Advantage	KIDS/Office Supplies	\$ 387.90
76844	7/20/2015	Staples Advantage	Media Production Supplies	\$ 76.77
76845	7/20/2015	Storm Lake CSD	4th Qtr Title III ELL	\$ 37,857.33
76847	7/20/2015	United Parcel Service	Pocahontas UPS	\$ 57.70
76848	7/20/2015	Webster City CSD	Registration/Lodging OUR Kids	\$ 1,023.28
76850	7/20/2015	Wells Fargo	Travel/D. Jackson/P. Ahlrichs	\$ 854.40
76851	7/20/2015	Wells Fargo	Supplies/Tech Supplies	\$ 55.35
76852	7/20/2015	West Bend Mallard CSD	Registration/K.Bollig/OUR Kid	\$ 100.00
76853	7/20/2015	Westone Laboratories, Inc.	SL Audiology Earmolds	\$ 39.20
76854	7/20/2015	Wood's Super Market	Media Production Supplies	\$ 20.25
76855	7/20/2015	Xerox	Media Copier Maint. Agreement	\$ 959.11
76868	7/20/2015	Elizabeth Acat	Part C-Interpreting	\$ 230.81
76869	7/20/2015	Grant Wood AEA 10	2014-15 IDEA System Chargeback	\$ 20,402.83
76870	7/20/2015	Kathy Brenny	Supplies/June LAU Training	\$ 48.85

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76871	7/20/2015	Global Reach Internet Productions, LLC	Advanced Programming	\$ 102.60
76871	7/20/2015	Global Reach Internet Productions, LLC	Training/C.Johnson	\$ 84.00
76872	7/20/2015	Springhill Suites-Marriott	Lodging/Chris Wells	\$ 123.20
76873	7/20/2015	Staples Advantage	Business Office Supplies	\$ 28.05
76874	7/20/2015	Sterling Hotel and Suites	Lodging/J.Siefken	\$ 61.60
76874	7/20/2015	Sterling Hotel and Suites	Lodging/Linda Ankeny	\$ 61.60
76874	7/20/2015	Sterling Hotel and Suites	Lodging/Parker/RA` s	\$ 690.80
76875	7/20/2015	Wells Fargo	Books RA/JHERZBERG	\$ 163.75
76875	7/20/2015	Wells Fargo	Hotel/JHERZBERG	\$ 470.18
76875	7/20/2015	Wells Fargo	Mtg Supplies/JHERZBERG	\$ 32.38
				<u>\$ 115,470.76</u>
				<u><u>\$ 321,578.38</u></u>

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76739	7/1/2015	Algona Municipal Utilities	Algona Fiber Optic	\$ 250.00
76740	7/1/2015	Iowa State Bank & BARCO Development Co. L.C.	July - September 2015 Rent Algona	\$ 8,950.00
76741	7/1/2015	Culligan - Storm Lake	Poky Softner Rent July 2015	\$ 22.00
76742	7/1/2015	Estherville Industrial Development Corp.	July 2015 Rent Estherville	\$ 2,350.00
76743	7/1/2015	Iowa Schools Employee	Insurance July 2015	\$ 216,201.49
76744	7/1/2015	Pitney Bowes Global Financial Services, Inc.	Postage Leasing	\$ 1,386.18
76745	7/1/2015	Spencer CSD	July - December 2015 Rent Spencer	\$ 7,500.00
76746	7/1/2015	Spencer Municipal Utilities	Spencer Fiber Optic	\$ 130.50
76747	7/1/2015	Unger Insurance, LTD	Agency Insurance Renewal 2015-2016	\$ 121,742.00
				<u>\$ 358,532.17</u>
76876	7/20/2015	A&M Laundry Inc	Media/Poky Supplies	\$ 51.63
76877	7/20/2015	Heartland AEA 11	PD Class Registration	\$ 2,700.00
76877	7/20/2015	Heartland AEA 11	PD Online Annual Fee	\$ 8,087.20
76878	7/20/2015	Algona Municipal Utilities	Fiber Optic/Algona Office	\$ 250.00
76879	7/20/2015	Amplified IT	Annual Online Backup/Security	\$ 6,000.00
76880	7/20/2015	Black Hills Energy	Estherville Utilities/July 2015	\$ 33.87
76881	7/20/2015	Bomgaars	Maintenance Supplies	\$ 27.99
76882	7/20/2015	BRW	FD Bottled Water/July	\$ 91.50
76883	7/20/2015	Buena Vista Stationery Print	SL Office Supplies	\$ 103.98
76884	7/20/2015	CESA #11, EdEvents/ITC	TQ PD Registration/Nelsen/Coo	\$ 460.00
76885	7/20/2015	Corwin Press	Instructional Coaching Seminar	\$ 2,500.00
76886	7/20/2015	Dump It Sanitation & Recycling, Inc.	Algona Garbage Pickup/July 2015	\$ 55.00
76887	7/20/2015	Electrical Materials Co.	Maintenance	\$ 87.00
76888	7/20/2015	Farm & Home True Value	Poky Supplies	\$ 15.53
76889	7/20/2015	Scott Fosseen	2015-16 HEALTH INSURANCE REIMB	\$ 389.88
76890	7/20/2015	Deb Gade	2015-16 HEALTH INSURANCE REIMB	\$ 389.88
76891	7/20/2015	General Binding Corp	Media Production Supplies	\$ 6,527.38
76892	7/20/2015	Global Reach Internet Productions, LLC	Website Hosting/12 months	\$ 3,000.00
76893	7/20/2015	G & R Controls	Maint. Agreement/Pocahontas	\$ 740.00
76894	7/20/2015	Janette Holloway	Refund Reg. Fee	\$ 100.00
76895	7/20/2015	Iowa Association of Area Education Agencies	Lending Library Online Resour	\$ 122,565.00
76896	7/20/2015	IABME	Membership/J.Hebert	\$ 35.00
76897	7/20/2015	IASB	2015-16 Membership	\$ 7,462.00
76897	7/20/2015	IASB	Policies Subscription 2015-16	\$ 700.00
76898	7/20/2015	Iowa Association of School Business Officials	Membership Renewal/J.Murphy	\$ 175.00
76898	7/20/2015	Iowa Association of School Business Officials	Membership Renewal/J.Bader	\$ 175.00
76898	7/20/2015	Iowa Association of School Business Officials	Membership Renewal/M.Dowd	\$ 175.00
76898	7/20/2015	Iowa Association of School Business Officials	Membership Renewal/B.Hebert	\$ 175.00
76899	7/20/2015	Infodynamics	Annual Support Plan	\$ 1,248.00
76900	7/20/2015	IP Networks, Inc.	Bandwidth 2 Networks Maintenece	\$ 7,629.60
76901	7/20/2015	Iowa Schools Employee	COBRA Annual Fee 2015-16	\$ 300.00
76901	7/20/2015	Iowa Schools Employee	Insurance August 2015	\$ 214,018.21
76902	7/20/2015	JDL Horizons, LLC	Annual Subscription Fee	\$ 3,997.00
76903	7/20/2015	Jefferson Telecom	Jefferson/Ethernet	\$ 539.10
76903	7/20/2015	Jefferson Telecom	Jefferson/Telephone	\$ 164.35
76904	7/20/2015	Jerry's Pest Control	July 2015 Pest Control/FD Office	\$ 40.00
76905	7/20/2015	Mail's Best Friend	Mail Hosting Subscription	\$ 1,158.50
76906	7/20/2015	Menards	Storm Lake Supplies	\$ 20.97
76906	7/20/2015	Menards	Supplies/Jefferson Office	\$ 14.99
76907	7/20/2015	Modern Sound Engineering, Inc.	Security Moniroting/FD Office	\$ 323.40
76907	7/20/2015	Modern Sound Engineering, Inc.	Sedurity Moniroting/Poky Office	\$ 323.40

Prairie Lakes AEA 8
Board Bills
July 20, 2015

2015-2016

Check	Check Date	Payable To	Description	Amount
76908	7/20/2015	Pederson Sanitation	FD Garbage Pickup/July 2015	\$ 100.00
76909	7/20/2015	Plunkett's Pest Control	Poky Pest Control/July	\$ 49.69
76910	7/20/2015	Ries's Water Service	Water/Poky Office	\$ 24.00
76911	7/20/2015	Sage Publications	Instructional Supplies	\$ 2,887.19
76912	7/20/2015	School Administrators of Iowa	Membership Renewal/J.Herzberg	\$ 1,008.00
76912	7/20/2015	School Administrators of Iowa	Membership Renewal/K.Martin	\$ 511.00
76912	7/20/2015	School Administrators of Iowa	Membership/Parker/RA` s	\$ 3,066.00
76913	7/20/2015	SCI Music Products	Keyboard Service Contract	\$ 405.00
76914	7/20/2015	Secure Benefit Systems	Yearly Administrative Fee	\$ 240.00
76915	7/20/2015	Tri-State Law Conference/TAESE	Registration/Materials/SPED La	\$ 230.00
76916	7/20/2015	Truenorthlogic	Annual Avatar Maintenance & S	\$ 13,686.90
76917	7/20/2015	Vista Paints	Paint- Storm Lake	\$ 119.60
76918	7/20/2015	The Water Connection	Algona Softner/Water/July 2015	\$ 31.00
76919	7/20/2015	WINDSTREAM	Agency Telephone/July 2015	\$ 799.35
76920	7/20/2015	Wood's Super Market	Media Production Supplies	\$ 21.45
76921	7/20/2015	Xerox	Media Production Supplies	\$ 5,849.38
				<u>\$ 421,878.92</u>
				<u>\$ 780,411.09</u>

Prairie Lakes AEA 8
 July 20, 2015
 Budget Summary for
 June 30, 2015
 Preliminary

REVENUE SUMMARY

	Budget	June	YTD	Balance
Special Education Support	20,699,960.53	1,910,212.75	18,847,226.99	1,852,733.54
Media Services	2,533,609.98	286,660.22	2,312,691.01	220,918.97
Educational Services	2,841,362.83	299,205.43	2,473,941.34	367,421.49
Special Education Instruction	344,345.64	28,500.00	303,574.96	40,770.68
Other Income	-	25,970.08	117,553.69	
Self Partial Fund Health Ins.	-	35,406.45	421,473.47	
Totals	26,419,278.98	2,585,954.93	24,476,461.46	2,364,290.99

EXPENDITURE SUMMARY

	Budget	Admin.	June	YTD	Balance
Administration		1,569,828.40	91,795.79	1,537,425.56	32,402.84
Sp Educ Support	20,699,960.53	(1,240,164.44)	4,551,232.91	19,526,404.60	(66,608.51)
Media Services	2,533,609.98	(156,982.84)	329,494.76	2,513,334.41	(136,707.27)
Educational Services	2,841,362.83	(156,982.84)	673,271.74	2,972,890.52	(288,510.53)
Sp Educ Instruction	344,345.64	(15,698.28)	80,422.59	358,896.75	(30,249.39)
Self Partial Fund Health Ins.	-	-	23,098.77	259,381.76	
Totals	26,419,278.98	(0.00)	5,749,316.56	27,168,333.60	(489,672.86)

Net income (loss) (3,163,361.63) (2,691,872.14)

Percentage of budget spent 103%
 Percentage of budget unspent -2%

Prairie Lakes AEA 8
 July 21, 2014
 Budget Summary for
 June 30, 2014

REVENUE SUMMARY

	Final Budget	June	YTD	Balance
Special Education Support	18,952,583.82	3,463,826.47	18,952,583.82	-
Media Services	2,440,630.44	447,194.74	2,440,630.44	-
Educational Services	2,690,952.90	605,704.47	2,690,952.90	-
Special Education Instruction	494,192.96	150,640.50	494,192.96	-
Other Income	187,905.48	71,033.42	187,905.48	-
Self Partial Fund Health Ins.	392,717.34	32,529.12	392,717.34	-
Totals	25,158,982.94	4,770,928.72	25,158,982.94	-

EXPENDITURE SUMMARY

	Final Budget	Admin.	June	YTD	Balance
Administration		1,450,482.80	51,704.09	1,450,482.80	-
Sp Educ Support	21,004,287.54	(1,145,881.41)	5,160,586.79	19,858,406.13	-
Media Services	2,696,029.31	(145,048.28)	438,996.88	2,550,981.03	-
Educational Services	2,840,643.53	(145,048.28)	755,617.95	2,695,595.25	-
Sp Educ Instruction	524,907.57	(14,504.83)	84,942.97	510,402.74	-
Self Partial Fund Health Ins.	266,864.34		22,819.48	266,864.34	-
Totals	27,332,732.29	0.00	6,514,668.16	27,332,732.29	-

Net income (loss) (1,743,739.44) (2,173,749.35)

Percentage of budget spent 100%
 Percentage of budget unspent 0%

CASH SUMMARY		2015	2014
Checking Account Balance-Book balance at	06/30/15	\$ 2,694,965.68	\$ 4,177,049.89
Checking Account Balance-Bank Statement balance at	06/30/15	\$ 2,906,278.20	\$ 4,638,459.95
Less: Outstanding Checks		\$ (211,312.52)	\$ (461,410.06)
Bank statement reconciled to book balance:		\$ 2,694,965.68	\$ 4,177,049.89
Less: Bills Payable	07/20/15	2014-2015 \$ (150,035.59)	\$ (867,763.76)
Less: Payroll	07/20/15	2014-2015 \$ (1,396,170.36)	\$ (1,298,268.67)
Less: Bills Payable	07/20/15	2015-2016 \$ (780,411.09)	\$ (414,910.19)
Less: Payroll	07/20/15	2015-2016 \$ (333,467.16)	\$ (334,794.43)
Adjusted Checking Account Balance		\$ 34,881.48	\$ 1,261,312.84
Add: Deposits	07/01/15 to 07/16/15	\$ 477,458.72	\$ 692,593.12
Pending - State Aide/TSS/TQ/Juv Home	07/16/15	\$ -	\$ -
Cash balance		<u>\$ 512,340.20</u>	<u>\$ 1,953,905.96</u>

	June Interest	Fiscal YTD Interest	Bank Balance 6/30/2015	Bank Balance 6/30/2014
<u>Wells Fargo Bank, N.A.:</u>				
Cash in Commercial Checking account	\$ -	\$ -	\$ 2,554,218.10	\$ 2,477,548.99
Merchant account	\$ -	\$ -	\$ 58,218.57	\$ 71,785.37
Cash in Savings account	Interest Rate .15% \$ 36.22	\$ 880.20	\$ 293,841.53	\$ 293,401.10
	<u>\$ 36.22</u>	<u>\$ 880.20</u>	<u>\$ 2,906,278.20</u>	<u>\$ 2,842,735.46</u>
<u>First State Bank:</u>				
Cash in Savings account	Interest Rate .20% \$ -	\$ 98.49	\$ -	\$ 1,795,724.49

Staff Personnel
Series 400

Policy Title Vacations

Code No. 402.7

The Prairie Lakes Area Education Agency Board of Directors believes vacation is an important factor in protecting the health of the employee. The unusual demands made upon the staff because of duties connected with their respective positions and the human need for periodic restoring of energy on the part of all agency employees makes vacation important.

Number of vacation days shall be determined by the negotiated contracts and personnel handbook. *Effective July 1, 2015, Administrative and Non Bargaining staff eligible to receive vacation leave will be allowed to carry over a maximum of five unused vacation days from one fiscal year into the next fiscal year. Such vacation days unused during one fiscal year may be used through June 30 of the following year. ~~The chief administrator may extend the June 30 deadline for using the previous year's vacation but not more than 30 days in extenuating situations based on his/her discretion.~~ Employees covered by contract language are governed by the current negotiated contract language.*

Date of Adoption:
December 16, 2002

Legal Reference: (Code of Iowa)

Amended: March 21, 2011

Related Administrative Rules & Regulations _____

SPONSORED PROJECT AGREEMENT

Between

Prairie Lakes Area Education Agency

500 N.E. 6th Street
Pocahontas, IA 50574

and

Iowa State University

Office of Sponsored Programs
1138 Pearson Hall
Ames, IA 50011-2207

This Agreement is for performance of a project by and between Iowa State University on behalf of Extension and Outreach (ISU), and Prairie Lakes Area Education Agency (“Sponsor”).

ISU has proposed a project in collaboration with Sponsor as detailed in Exhibit A and detailed budget included therein, deemed incorporated into and made an integral part of this agreement. The parties agree as follows:

ARTICLE 1 Scope of Work

The scope of work, timeline and budget for the project are detailed in Exhibit A and incorporated herein.

ARTICLE 2 Period of Performance

The period of performance for this agreement is **July 1, 2015** through **June 30, 2016**. No change in the dates of the period of performance shall be made unless agreed to in writing by all parties to this agreement.

ARTICLE 3 Key Personnel

Sponsor’s key contact for the agreement is Jeff Herzberg, Chief Administrator. ISU’s PI for this project shall be Lynne Campbell, Program Coordinator for Science Technology Engineering and Mathematics (STEM). If a party’s named individual becomes unable or unwilling to continue the Project, and a mutually acceptable substitute is not available, the other party shall have the option to terminate the Project pursuant to Article 13.

ARTICLE 4 Reports and Other Deliverables

ISU shall render any reports as listed in Exhibit A.

ARTICLE 5 Expenditures and Payment of Invoices

As compensation for this cost reimbursable agreement, Sponsor agrees to pay ISU for performance of work in the amount not to exceed **\$31,983** and as specified in Exhibit A. All costs in Exhibit A include all direct costs of ISU. Sponsor shall not be obligated to pay ISU for any costs incurred in excess of this amount.

Invoices from ISU shall be sent to the **Prairie Lakes Area Education Agency** on a quarterly basis, with the final invoice received no later than July 31, 2016.

Payment will be made by checks issued to Iowa State University within 30 days of receipt of invoices and mailed to: Sponsored Programs Accounting, 3609 Administrative Services Building, Iowa State University, Ames, IA 50011-3609.

ARTICLE 6 Publication

ISU may publish the findings made by these studies, but will send all publications to Sponsor at least thirty (30) days prior to public disclosure to provide opportunity for review and comment and to determine if Sponsor Confidential Information are contained therein. ISU agrees to remove Sponsor Confidential Information as requested by Sponsor prior to disclosure. If Sponsor raises no objection within the notification period above, then ISU has the right to proceed with publication.

ARTICLE 7 Publicity

Neither party shall use the name of the other party, nor the name of any member of the project staff in any publicity or advertisement, whether with respect to this Agreement or any other related matter, without the prior written approval of an authorized representative of the other party.

ARTICLE 8 Confidentiality

The Parties acknowledge that it may be necessary to disclose information to the other Party that is considered proprietary or confidential ("Confidential Information"). If the provider of information considers the information as Confidential Information, the provider shall identify it as such in writing or marked "CONFIDENTIAL". If orally disclosed to or observed by the recipient, Confidential Information shall be reduced to writing by the provider, marked "CONFIDENTIAL," and delivered to recipient within thirty (30) days of disclosure.

The obligations set forth in this Article apply to all or any part of any Confidential Information provided after the effective date of this Agreement except to the extent that either party can show by written record that the Confidential Information: (i) was possessed prior to its receipt from the other party; (ii) was already available to the public through no fault of the receiving party; (iii) is subsequently disclosed to receiving party by a third party that has the right to disclose it free of any obligations of confidentiality; is independently developed by recipient without use of the provider's Confidential Information; or (iv) is required by law, regulations, court order or subpoena to be disclosed. Confidential Information shall be maintained as confidential for three (3) years from the completion of this Agreement.

ARTICLE 9 Intellectual Property

Subject to any pertinent obligations to other sponsors, including the provisions of the Bayh-Dole Act, intellectual property which results from this collaboration which is created solely by ISU employees will be owned by ISU (ISU's IP), intellectual property created solely by Sponsor employees will be owned by Sponsor (Sponsor's IP), intellectual property created jointly by ISU employees and Sponsor's employees will be owned jointly by ISU and Sponsor (Joint IP).

Copyrightable materials first created solely by ISU'S personnel in the performance of the work funded under this Agreement shall vest in ISU. ISU shall grant to Sponsor an irrevocable, royalty-free, non-exclusive right to reproduce, translate, and use all such copyrighted material for its own purposes.

ARTICLE 10 Notices

All notices (excluding invoices that are handled under Article 5) to and under this Agreement shall be in writing and sent to each party as set forth below:

SPONSOR

ATTN: Jeff Herzberg
Prairie Lakes Area Education Agency
500 NE 6th Street
Pocahontas, IA 50574
Phone: 712.335.3588
Email: jherzberg@plaea.org

ISU

Iowa State University
Office of Sponsored Programs Administration
1138 Pearson Hall
Ames, IA 50011-2207
Phone: 515.294.5225
Fax: 515.294.8000
E-mail: grants@iastate.edu

ARTICLE 11 Indemnification

Each party agrees to accept the responsibility for claims for injury or damage to any person or persons or property that arise solely out of that party’s negligent acts or omissions in connection with this project. Each party further agrees that the other party shall not be liable for damages arising solely from injuries or damages sustained by any person or persons or property resulting from its own negligent performance or omission under this Agreement.

ARTICLE 12 Insurance

ISU shall obtain and maintain comprehensive liability insurance or self-insurance sufficient to cover its responsibilities under this Agreement. If requested, ISU agrees to provide evidence of such insurance or self-insurance to Sponsor via Certificate of Insurance or other documentation acceptable to Sponsor.

ARTICLE 13 Termination/Cancellation

This agreement may be terminated by either party at any time upon issuing of written notice sixty (60) days prior to termination or at any time upon mutual agreement of the parties. ISU shall be compensated for all actual and allowable expenses and all uncancellable obligations properly incurred prior to the termination.

ARTICLE 14 Amendments

This Agreement may be amended in writing from time to time by mutual consent of the parties. All amendments to this Agreement must be fully executed by the parties.

ARTICLE 15 Entire Agreement

This Agreement, including any exhibits, attachments and provisions incorporated by reference, constitutes the entire agreement between the parties hereto and supersedes all prior agreements, understandings and arrangements, oral or written, among the parties hereto with respect to the subject matter hereof.

APPROVALS:

For IOWA STATE UNIVERSITY

For PRAIRIE LAKES AREA EDUCATION AGENCY

_____ Date _____
Marva Ruther
Senior Award Administrator
Office of Sponsored Programs Administration
grants@iastate.edu

_____ Date _____
Jeff Herzberg
Chief Administrator

EXHIBIT A

Work Plan for Shared STEM Position:

- Collaborate with members of Prairie Lakes Area Education Agency (PLAEA) core support teams, assigned school districts and other stakeholders to ensure that cohesive efforts across all service functions are focused on and achieving desired results in STEM education.
- Tailor a STEM-focused approach that supports local school districts and PLAEA staff based on existing and emerging needs.
- Provide leadership and learning expertise, research based- learning strategies, and school improvement planning support to local school districts and PLAEA staff by developing a systemic vision for STEM professional learning with links to university and extension resources.
- Support school efforts to create positive learning environments and meet the social, emotional, behavioral, and intellectual needs of students through STEM education.
- Engage in professional development that builds a leadership culture at PLAEA, and builds capacity to support the development of a STEM-focused approach to teaching and learning.
- Connect PLAEA schools with 4-H programming and increase the number of 4-H delivery modes employed in K-12 schools in PLAEA.

EXPENSES

<u>Salaries and Fringe Benefits</u>	<u>FY 2016</u>
Lynne Campbell, Program Coordinator, STEM, 1.0 FTE ¹	\$76,874
Fringe Benefits ² @ 37.8% of salary	<u>\$29,058</u>
Subtotal Salaries & Fringe Benefits	\$105,932
<u>Travel</u>	
Travel for Prairie Lakes AEA activities and meetings, including occasional overnights, in-state meals, short term leased vehicles and mileage reimbursement limited to \$.49 per mile	\$5,000
<u>Supplies</u>	
Supply reimbursement for necessary materials for meetings and promotions.	\$500
Total Expenses³	\$111,432

FUNDING

1) Iowa State University Extension and Outreach:	
0.75 FTE Salary & Fringe Benefits	\$79,449
2) Prairie Lakes Area Education Agency:	
0.25 FTE Salary & Fringe Benefits	\$26,483
Travel and Supplies	<u>\$5,500</u>
Prairie Lakes A.E.A. Total	\$31,983
Total Funding	\$111,432

¹Salary is an estimate based on a 2.5% increase from FY 2015.

²Fringe benefit rate is based on ISU's average rate for Professional staff. Actual benefits are subject to monthly variations, and will be paid as such.

³Indirect costs are waived for shared position.

To: Tawny Hoover, GCB Board President

From: Jeff Herzberg, PLAEA Chief Administrator RE:
Superintendent Services Proposal



Date: June 17, 2015

Prairie Lakes AEA submits the following proposal to cover your needs for a Superintendent for the 2015-2016 school year, starting July 1, 2015.

- 2 FTE at a cost of \$28,000 for an entire year (12 months).
- The time expectations would include approximately two half days per week, including board meetings.
- Payment would be made to Prairie Lakes AEA quarterly (\$7,000 per quarter).
- Board meetings will be held on the 2nd Wednesday of each month with PLAEA Board meetings on the 3rd Monday of each month.
- A list of expected results of Superintendent services will be created by the Board team and communicated with PLAEA Chief Administrator Jeff Herzberg no later than July 15, 2015 to make sure we are all on the same page.
- This agreement may be ended with a written notice 10 days prior to a mutually agreed upon exit date.

Jeff Herzberg, PLAEA Chief Administrator

Dean Sanders, PLAEA Board President

Tawny Hoover, GCB Board President

AEA Assurances

Instructions: Respond YES or NO for each Assurance complete dates where needed.

AEA Assurances

_____ **The AEA Chief Administrator has received and approved the 2013-2014 AEA Annual Progress Report.**

_____ **The AEA Board President has received and approved the 2013-2014 AEA Annual Progress Report.**

_____ **All information required for this AEA APR has been or will be reported to the public districts and non-public school systems. Here is the date(s) that required content was or will be reported to the public districts and non-public school systems. September 1, 2015**

_____ **All information required for this AEA APR has been or will be reported to the local community or general public. Here is the date(s) that required content was or will be reported to the local community or general public. _____**

AEA Information

Current Authorized Agency:

Primary AEA-APR Contact

Name: Jeff Herzberg

Title: Chief Administrator

Telephone: 712-335-3588

Extension: 2013

Fax:

Email: jherzberg@plaea.org

2015-2016 Legislative Priorities

Background

Iowa's Area Education Agencies have an explicit commitment and an unrelenting focus on student achievement. Legislation in 1975 originally established Area Education Agencies (AEA) to "provide instructional and supportive special education and educational media services." Today, in concert with this legislative mandate, Iowa's AEA's provide essential educational services that ensure all Iowa learners benefit from effective, efficient, and equitable educational services and prepare them for a life well-lived.

The Priority - Fully Fund Iowa's Area Education Agencies

Fully funding the AEA's through the formula established by the Iowa legislature honors the state's commitment to Iowa's most vulnerable children and ensures students of all abilities have the opportunity to reach their potential. This funding largely is dedicated to helping students with disabilities close the academic gap between themselves and their non-disabled peers.

Iowa's Area Education Agencies continue to respond to the needs of students and partner with educators in support of achieving measurable outcomes and address the top priorities of Iowa's schools:

- Each child reads proficiently by the end of third grade;
- Students enter post-secondary opportunities with the skills and disposition they need to succeed;
- Improve instructional practice through Teacher Leadership and Compensation. More than 200 schools are now included in the TLC grant and rely on the AEA's to help them implement this statewide initiative;
- Help school districts develop school-based mental health services.

Executive Director Report – June 2015

Boy! It is hard to believe that it is July already. June flew by...and in some cases floated by. There was quite a bit of action in June partly because of the late adjournment of the Iowa Legislature. The highlights included.....

The Legislature adjourned. Unfortunately, they didn't do a lot of good work when it came to K-12 education. I believe that you are aware of the legislation that passed in this area, so I'll be brief. After fighting the entire session (plus 5 weeks overtime) over State Supplemental Aid (what used to be called allowable growth), they passed a SSA rate of 1.25%. In addition, they also passed the equivalent of 1.375% SSA in the form of one time money (\$57 million). The total amount of "new" money to the AEA system when you consider both of those numbers is around \$4 million...appreciated, but far short of what is needed. The current problem is that the Governor has threatened to veto the one time money of \$57 million because he is philosophically opposed to using one time money (despite the fact that his proposed budget spent more one time money than did the budget passed by the Legislature). His veto of this money would be devastating to K-12 and misguided. IASB staff is saying that they think a veto is coming. In the end, I think he will complain but sign that appropriations bill. I hope I'm right.

The Legislature did pass (and the Governor will sign) a \$1 million appropriation to the AEA system for continuing our work with TLC in coordination with the DE. This is excellent news, but not enough money to do the work. As usual, we will do our very best to make the most effective use of the money allocated. They also continued the \$1 million appropriation that is used by the DE and the AEA system for further implementation of the Iowa Core. So despite the disappointments, there was some good funding news.

The Legislature did NOT set the SSA for the out year (FY 2017) as recommended by the Governor. The Governor has recommended an SSA for FY 17 of 2.45%. The House Republicans did pass that figure early in the session. However, near the end of the session, they passed a new bill calling for 2% SSA. The Senate passed a bill for an SSA of 4%. Therefore, nothing was passed. Next year you can expect more of the sad spectacle that we saw this year in terms of fighting over the SSA %. I am flabbergasted over the ineptness that is being shown both politically and policy wise over the SSA issue. Maybe they'll get their act together and pass a reasonable SSA in the first 30 days of the next session and avoid once again breaking their own law. There is also a chance I may still have a growth spurt coming.....

We had our last two weekly legislative update calls in June. I also attended a thank you dinner for Senator Gronstal held by the Community College Presidents. Lastly in the legislative arena, the Chiefs have approved the legislative priorities for next year. The timeline calls for the priorities to be approved by each AEA Board in July so that we can send them to IASB for inclusion in their legislative activities. I am working with Connie Johnson and our PR people as well as our lobbying team to flesh out the talking points about our priorities and to also plan our legislative strategy moving forward. More on that as we move forward.

I spend a couple of days in interviews in June. I was in Cedar Falls to be part of interviews for the Technology purchasing position in the new AEA Purchasing organization (the old IEC and IAEP). We had three good candidates and the new hire will start later in July. I also sat in on interviews for two positions that we are jointly hiring with the DE for C4K work. Again, good candidates and good hires.

Speaking of the new AEA Purchasing group, much work was done in June to make sure that we were ready to go and able to file documents with the Secretary of State in terms of our new statewide governance system set up in the new 28E and the new Bylaws. I am happy to report that the documents have been filed and the new system will go into effect July 1. It was a long process and took a lot of time and effort by several people, but we got it done. We will have a conference call with our legal counsel in the first day or two of July to see if there is anything that we still need to do. Long story short...it is a major step forward in terms of having a cohesive, statewide system.

Another item that took time in June was preparing for our annual Chiefs Retreat. We went to the Hotel Pattee in Perry, Iowa for two days and held discussions about some big picture items moving forward. Issues of statewide parity and effectiveness were discussed and we will continue to tackle those issues in the upcoming year. At meetings like this, I am continually reminded that this group of Chiefs has the ability to see the statewide picture as well as their own local area and are able to work together for the betterment of the whole system. It sometimes takes some effort to find consensus, but they always seem to get there. Very impressive group!

I also attended an IPTV Board of Directors meeting. I had a meeting with Linda Fandel concerning reading summer school efforts for when the 3rd grade reading proficiency standards kick in. I used the opportunity to tell her that we are always willing to assist and that it would be good if the Governor's budget would help us out more.

Lastly, I attended the PR group's annual retreat. As always, it is exciting to be reminded we need to use the resources offered by them for the good of the system. We will continue working with them to improve our communication efforts.

All in all, a pretty busy month. July should slow down some, but then it will be back to school! I want to thank Roark Horn for his service to the AEA system as he moves to SAI. He was a great member of our group and will be missed. However, it will be nice to have him leading SAI where we can continue working with him in his new capacity. We want to welcome Sam Miller to the group as he takes over for Roark at AEA 267. Sam attended our retreat and so he will hit the ground running (or at least jogging). Best wishes to both of them!



PLAEA Board Update

July 2015

Enrollment: We anticipate beginning the school year with 15 students from 5 different districts (Spencer, Okoboji, Algona, Spirit Lake, and Sioux Central)

Staff: We are excited to welcome Jacqui Plumb to LPS. She will take the role of behavior strategist and has a lot to bring to our team.

Goals for 2015-2016: Some of the things we are focused on for the new school year are:

- Continued focus on behavior instruction/interventions
- Continue working to implement PBIS in an alternative setting
- Focus on academic instruction
- Transition procedures/coaching resident building staff and building-level behavior strategists to implement students' behavior plans upon their return
- Increased number of trainings with Seasons staff around mental health
- Regularly scheduled collaboration with case workers from outside agencies
- Parent/Family Nights that provide information and support

AGREEMENT: IOWA AEA PD ONLINE

THIS AGREEMENT ("**Agreement**") is made and entered into effective as of the 1st day of July 2015 by and among Heartland Area Education Agency 11 (the "**Host AEA**"), and each of the other area education agencies set forth on the signature pages to this Agreement (collectively, the "**Non-Host AEAs**"). The Host AEA and the Non-Host AEAs are hereinafter sometimes referred to individually as a "**Party**" and collectively as the "**Parties**".

RECITALS:

- A. Each Party is an area education agency established under the provisions of Chapter 273 of the Code of Iowa, and is a public agency as defined by Section 28E.2 of the Code of Iowa.
- B. Chapter 28E of the Code of Iowa provides that one public agency of the state may enter into an agreement with another public agency of the state for joint or cooperative action to exercise any power, privilege, or authority that each individual public agency possesses or has been granted.
- C. Each Party is authorized by Chapter 273 of the Code of Iowa to, among other things, provide training programs to employees of school districts and area education agencies and to provide educational programs.
- D. The Host AEA has developed web-based, computer-assisted training programs to assist area education agencies, employees of area education agencies, school districts and employees of school districts in certain training, in licensure renewal and in complying with certain mandated training.
- E. The Non-Host AEAs desire that the Host AEA further develop such programs for the purposes set forth herein, and desire that the Host AEA provide the programs and other services to the Parties, including the Host AEA, as provided in this Agreement.
- F. The Host AEA desires to provide such programs and other services to the Parties as provided in this Agreement.
- G. Each Party hereto believes that joint and cooperative action under this Agreement for the purposes set forth above will be to their mutual benefit and advantage.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants contained herein, the Parties hereto agree as follows:

1. Definitions. The following terms shall have the following meanings for the purposes of this Agreement:
 - a. "**Advisory Committee**" shall mean the licensure renewal advisory committee to be established by the Governance Council in connection with this Agreement pursuant to, and with the rights, duties and obligations set forth in, Section 7 of this Agreement, for the purposes set forth in Iowa Administrative Code Chapter 282, Section 20.13.
 - b. "**Agreement**" shall have the meaning set forth in the preamble of this Agreement.
 - c. "**Annual Balance Sheet**" shall have the meaning set forth in Section 6 of this Agreement.
 - d. "**Budget**" shall have the meaning set forth in Section 6 of this Agreement.
 - e. "**Certificate**" shall mean a written record required to be issued to a User pursuant to the Code of

Iowa or the Iowa Administrative Code that certifies such User's compliance with the applicable provision or provisions of the Code of Iowa or the Iowa Administrative Code.

- f. **“Content”** shall mean the written curriculum materials, whether stored in hard copy or electronic format, that are provided to or utilized by a User in connection with the Programs, but shall not include the System or any portion thereof, or any software related thereto.
- g. **“Course System”** shall mean the software previously developed by the Host AEA utilizing the open-source product Moodle that will permit Users to access and utilize Courses.
- h. **“Courses”** shall mean professional development programs taught by Instructors and provided to Users, and for which a Transcript or Certificate is provided to the User.
- i. **“Current Content”** shall have the meaning set forth in Section 5 of this Agreement.
- j. **“Effective Date”** shall have the meaning set forth in Section 5 of this Agreement.
- k. **“Ex Officio Members”** shall have the meaning set forth in Section 7 of this Agreement.
- l. **“Final Balance Sheet”** shall have the meaning set forth in Section 5 of this Agreement.
- m. **“Fiscal Year”** shall mean the period commencing July 1 of a given year through and including June 30 of the following year.
- n. **“Geographic Region”** shall mean that portion of the State of Iowa to which a Party is responsible for providing services.
- o. **“Governance Council”** shall mean the governing board composed as provided in, and with the rights, duties and obligations set forth in Section 7 of this Agreement.
- p. **“Governance Council Members”** shall have the meaning set forth in Section 7 of this Agreement.
- q. **“Host AEA”** shall have the meaning set forth in the preamble of this Agreement.
- r. **“Initial Term”** shall have the meaning set forth in Section 5 of this Agreement.
- s. **“Instructors”** shall mean the independent contractors retained by the Host AEA to provide instruction or facilitation in connection with Courses and/or Webinars and the employees of the Host AEA who provide instruction or facilitation in connection with Courses and/or Webinars.
- t. **“License Fees”** shall have the meaning set forth in Section 6 of this Agreement.
- u. **“Licensure Renewal Matters”** shall have the meaning set forth in Section 7 of this Agreement.
- v. **“Modules”** shall mean professional development programs provided to Users without an Instructor and for which no Certificate or Transcript is issued.
- w. **“Non-Host AEAs”** shall have the meaning set forth in the preamble of this Agreement.
- x. **“Party”** and **“Parties”** shall have the meanings set forth in the preamble of this Agreement.

- y. **"Postsecondary Educational Institution"** shall mean a college or university that has its principal office location in the State of Iowa.
- z. **"Post-Termination Reserve"** shall have the meaning set forth in Section 5 of this Agreement.
- aa. **"Programs"** shall mean the web-based professional development programs developed pursuant to this Agreement and provided to Users via the System, and shall include Courses, Trainings, Modules, and Webinars and the Content of the same.
- bb. **"Pro Rata Percentage"** shall mean, with respect to a Party, the percentage allocated to such Party under the Unified Budget Formula and shall initially mean the percentage set forth on Schedule 1, attached hereto and incorporated herein by this reference. A Party's Pro Rata Percentage for any Fiscal Year other than the first Fiscal Year shall be the percentage allocated to such Party under the Unified Budget Formula in the prior Fiscal Year, subject to modification pursuant to Section 5 of this Agreement.
- cc. **"Registration System"** shall mean the software (originally developed by the Host AEA) that will permit Users to register for Programs, will permit Users to access and utilize Webinars and Modules, and will permit the maintenance of records of Transcripts and Certificates.
- dd. **"Renewal Term"** shall have the meaning set forth in Section 5 of this Agreement.
- ee. **"Resources"** shall mean professional development materials available to Users through hyperlinks on the System.
- ff. **"Services"** shall have the meaning set forth in Section 3 of this Agreement.
- gg. **"Support Managers"** shall mean one or more individuals designated by a Party to provide technical support to Users within that Party's Geographic Region, as provided in Section 4 of this Agreement.
- hh. **"Suspended Party"** shall mean (i) a Party whose Services are suspended pursuant to Section 5 and whose Services have not been reinstated pursuant to Section 5 and (ii) a Party whose Services have been suspended pursuant to Section 5 and whose Services have not been reinstated pursuant to Section 5.
- ii. **"System"** shall mean, collectively, the web-based system for professional development developed by the Host AEA for the purpose of allowing Users to register for, access and utilize Programs and to access and utilize the Resources, and includes the Registration System, Training System and Course System, and all software related thereto.
- jj. **"Term"** shall mean, collectively, the Initial Term and each Renewal Term, as applicable.
- kk. **"Terminated Party"** shall mean a Party with respect to which this Agreement has been terminated pursuant to Section 5.
- ll. **"Training System"** shall mean the software previously developed by the Host AEA that will permit Users to access and utilize Trainings and that will work in conjunction with the Registration System to keep records of Trainings and generate Certificates.

- mm. "**Trainings**" shall mean professional development programs provided to Users without an Instructor, but for which a Certificate is issued.
- nn. "**Transcript**" shall mean a written record provided to the User of a Course indicating such User's completion and grade, if applicable, in the Course, in accordance with the requirements of the Postsecondary Educational Institution for which the Course is taken.
- oo. "**Unified Budget Formula**" shall mean the percentage allocated to each Party, as adjusted each Fiscal Year. A Party's percentage shall be the percentage allocated to such party under the unified budget formula in the prior fiscal year, subject to modification pursuant to section 5 of this agreement.
- pp. "**User Fees**" shall mean those Fees charged to Users for utilization of the System, as established by the Governance Council pursuant to the terms of this Agreement.
- qq. "**Users**" shall mean employees of area education agencies and school districts and others that register for and utilize the System.
- rr. "**Webinars**" shall mean professional development programs or meetings, facilitated by Instructors, but for which no Certificate or Transcript is issued.
- ss. "**Websites**" shall mean, collectively, each Party's primary Internet site and IowaAEA.org.

2. Purpose; No Separate Entity.

- a. The purpose of this Agreement is to provide a framework for the cooperative action among the Parties for the sharing of applicable resources and services, including, but not limited to, programming, development, clerical and administrative services, to meet certain professional development needs of the Parties and their respective constituents in a more economic and efficient manner than if the Parties had developed, marketed and utilized the System, Programs and Resources independently.
- b. No separate legal or administrative entity shall be created by this Agreement. A Governance Council shall be established to administer certain aspects of this Agreement as provided in Section 7 of this Agreement.

3. Obligations of the Host AEA; Grant of License.

- a. During the Term and subject to the terms and conditions set forth herein, the Host AEA shall: (i) develop, implement, operate, maintain and update the System; (ii) provide hyperlinks on the Websites for access to the System; (iii) provide all telecommunication and digital transmission connections and links, all hardware and other equipment, all electrical and physical requirements of the System, except for hardware and other equipment required to enable a User to access the Websites via the Internet (which shall be the sole obligation of the User); (iv) develop, implement and update the Programs; (v) obtain Instructors for the Programs; (vi) develop Resources and provide access to Resources on the System; (vii) obtain and maintain all third-party licenses required for the operation and license of the System; (viii) provide clerical and administrative support as necessary for the foregoing; (ix) produce and deliver Transcripts and Certificates in accordance with the terms of this Agreement; (x) maintain records with respect to the Programs (including records of Transcripts and Certificates) in accordance with the terms of this Agreement; (xi) provide ongoing technical support with respect to the Registration System and otherwise to Support Managers during the Host AEA's normal business hours as provided in Section 4 of this Agreement; and (xii) serve as the fiscal agent in administering this Agreement

(collectively, the "**Services**").

- b. Subject to the terms and conditions of this Agreement, the Host AEA hereby grants to each of the Non-Host AEAs a limited, nonexclusive, nontransferable and irrevocable license to use the System during the Term to provide Programs and Resources to Users within each such Party's respective Geographic Region, but only to the extent the Host AEA has the right to license or sublicense the System to third parties.
 - c. Notwithstanding any term or condition of this Agreement that may appear to be to the contrary, the Host AEA shall not be obligated to perform any services other than the Services, nor to increase the scope of the Services, without the prior written approval of the Host AEA (which approval shall be separate from and in addition to the approval of the Budget by the Host AEA). If additional services or an increase in the scope of the Services is proposed, the Host AEA may condition its approval thereof on the approval by the Parties of a revised Budget. Without limiting the generality of the foregoing, the following, individually or in the aggregate, shall be considered an increase in the scope of the Services: (i) the addition of a Postsecondary Educational Institution to the System; and (ii) any additional services that result in an increase in server capacity or an increase in the number of Programs.
 - d. Notwithstanding any term or condition of this Agreement that may appear to be to the contrary, any and all agreements between the Host AEA and any third party with respect to the Services to be provided hereunder, including, without limitation, any agreements utilized to hire Instructors or to obtain third-party licenses, shall be negotiated exclusively between the Host AEA and such third party and shall be subject to the approval of the Host AEA in its sole discretion. Without limiting the generality of the foregoing: (i) in considering whether to approve an agreement, the Host AEA may consider the Host AEA's internal contractual requirements and procedures, the past employment history of a proposed Instructor, the current Budget, and such other matters that the Host AEA deems appropriate; (ii) neither the Governance Council nor any Non-Host AEA shall have the authority to require the Host AEA to enter into a specific agreement with a third party or to enter into an agreement with a specific third party; and (iii) neither the Governance Council nor the Non-Host AEA shall have the authority to bind the Host AEA to any agreement whatsoever.
4. Obligations of the Non-Host AEAs.
- a. During the Term, and subject to the further terms and conditions of this Agreement, the Non-Host AEAs shall each: (i) pay to the Host AEA the costs in the manner provided in Section 6; (ii) designate one or more Support Managers to provide technical support as set forth in Section 4; (iii) timely fulfill its obligations to participate in the election of the Governance Council and in the approval of the Budget; and (iv) provide assistance to the Host AEA as reasonably requested by the Host AEA from time to time.
 - b. The Non-Host AEAs shall each designate, in writing, a Support Manager for the purpose of assisting Users in their respective Geographic Region. All questions or issues that a User within the applicable Non-Host AEAs' Geographic Region may have, from time to time, with respect to the System, the Non-Host AEA's Website, the Programs and the Resources shall be addressed by the Support Manager of the Non-Host AEA for the Geographic Region in which the User resides; provided, however, that all questions or issues that a User may have with respect to the Registration System shall not be addressed by the Support Manager, but shall instead be addressed by the Host AEA's designated representative. All questions and issues that a Support Manager may have, from time to time, relating to the System, Programs or Resources shall be addressed by such Support Manager contacting the Host AEA's designated

representative for assistance. The Host AEA will make its designated representative or another individual reasonably available to address inquiries from Users (for issues with respect to the Registration System only) and Support Managers within a reasonable time during the Host AEA's normal business hours. The Parties shall be entitled to change their respective Support Managers or designated representatives, from time to time, by giving the other Parties written notice thereof.

5. Effective Date; Term and Termination.

- a. This Agreement is effective until June 30, 2018, or until this Agreement is earlier terminated as provided below (the “**Initial Term**”). If on or before October 1 of the last Fiscal Year of the Initial Term or the then applicable Renewal Term the Parties do not unanimously agree in writing to renew this Agreement for an additional three (3)-year period (a “**Renewal Term**”), then, unless earlier terminated as expressly provided herein, this Agreement shall terminate effective as of the end of the then-current Fiscal Year.
- b. This Agreement shall terminate, in its entirety, upon: (i) the unanimous written agreement of the Parties, at any time, to terminate this Agreement, effective as of the date determined by the Parties; (ii) the failure of the Parties to agree to renew this Agreement in the manner as provided in Section 5(a), with such termination being effective as of the end of the last day of the then-current Fiscal Year; or (iii) the failure of the Parties to approve a Budget in the manner as provided in Section 6, with such termination being effective either thirty (30) days after the Effective Date or as of the end of the last day of the then-current Fiscal Year, as provided in Section 6.
- c. The Governance Council may, in its discretion, suspend Services to, or otherwise terminate this Agreement with respect to, any Party in the event that such Party breaches any of the terms or conditions of this Agreement, or fails to perform any of its obligations under this Agreement, and such Party fails to cure such breach or fails to perform such obligation within thirty (30) days of its receipt of written notice from the Governance Council of such breach or failure to perform. Thereafter, the Governance Council may reinstate the Services or this Agreement with respect to such Party at the discretion of the Governance Council; provided, however, only the Host AEA may reinstate the Services of Party whose Services were suspended by the Host AEA pursuant to Section 4.
- d. The Host AEA may unilaterally suspend Services to any Party in the event that such Party fails to pay its respective Pro Rata Percentage of the costs within thirty (30) days of the due date of the costs. The Host AEA may, within its discretion, reinstate the Services with respect to such Party upon the payment of such delinquent costs; provided, however, only the Governance Council may reinstate the Services of a Party whose Services were suspended by the Governance Council pursuant to Section 4.
- e. Upon termination of this Agreement in its entirety: (i) the Host AEA shall have no obligation to continue to provide any of the Services, except for those Services set forth in Section 10; (ii) any and all licenses provided with respect to the Services and the System shall terminate; (iii) the Host AEA may terminate any and all third-party agreements it has entered into with respect to this Agreement upon the terms and conditions set forth in such agreements or upon such other terms and conditions as the Host AEA and the other parties to such agreements mutually agree; (iv) all of the personal property, receivables and other assets purchased and/or utilized under this Agreement (other than cash on hand, if any, at the time of termination) shall be owned solely by the Host AEA; (v) the System, the Programs, all Content, and all modifications, upgrades and/or developments to the System, the Programs or the Content shall be owned solely by the Host

AEA; (vi) subject to the following provisions of this Section 5, all of the liabilities and accounts payable under third-party agreements entered into by the Host AEA shall be borne solely by the Host AEA; (vii) the Host AEA shall prepare a final balance sheet that shall indicate, at a minimum, the cash on hand as of the termination of this Agreement, any shortfall of costs with respect to the prior Fiscal Year, and the projected liabilities of the Host AEA after the termination of this Agreement (the “**Final Balance Sheet**”), and shall deliver the Final Balance Sheet to the Non-Host AEA; (viii) if there is any surplus of cash at the time of termination of this Agreement, the Host AEA shall be entitled to retain such portion of the cash as the Host AEA reasonably determines, based on the Final Balance Sheet, is necessary for the payment of the Host AEA’s projected liabilities after termination of this Agreement (the “**Post-Termination Reserve**”); (ix) subject to the provisions of Section 5 if, after termination of this Agreement, there is any surplus of cash after deducting the Post-Termination Reserve, the Host AEA shall distribute the surplus to each Party who is a Party at the time of termination in accordance with each such Party’s Pro Rata Percentage within thirty (30) days of the later of the termination of this Agreement and the delivery by the Host AEA of the Final Balance Sheet; (x) if there is a shortfall of costs for the prior Fiscal Year, or the Host AEA’s projected liabilities are greater than the sum of cash on hand plus accounts receivable that the Host AEA determines, in its reasonable discretion, are collectible, the Parties (including Suspended Parties and Terminated Parties as provided in Section 5 for the applicable Fiscal Year) shall contribute the Pro Rata Percentage of such shortfall and/or difference to the Host AEA within thirty (30) days of the later of the termination of this Agreement and the delivery by the Host AEA of the Final Balance Sheet; and (xi) the Governance Council, the Advisory Committee and the Online Council shall each be deemed to be dissolved as of the termination of this Agreement; provided however, to the extent that any such council or committee is required under applicable law to remain intact, such committee or council shall (A) no longer be governed by the terms of this Agreement, (B) shall be elected or appointed, as applicable, solely by the Host AEA and solely for the purposes required under applicable law, and (C) shall be deemed to be dissolved upon the earliest event under applicable law that would permit the dissolution of such committee or council.

- f. Upon termination of this Agreement in its entirety, the Host AEA shall grant to each Non-Host AEA that is a Party (excluding a Terminated Party and a Suspended Party as provided in Section 5(g)) at the time of the termination of this Agreement a perpetual, royalty-free, non-transferable, non-assignable, non-sublicensable and irrevocable right to use the Content that is contained on the System at the time of termination of the Agreement (the “**Current Content**”), but only to the extent the Host AEA has the right to license such Current Content to third parties. The Host AEA shall have no obligation to update or maintain the Current Content following the termination of this Agreement. Notwithstanding any provision of this Agreement to the contrary, the Host AEA shall be the sole and exclusive owner of the System, Programs and Resources and, except with respect to the license of the Current Content set forth immediately above, shall have no duty or obligation to license any of the same to the Non-Host AEA following the termination of this Agreement.
- g. Upon the suspension of Services or the termination of this Agreement with respect to a Non-Host AEA pursuant to Section 5 or Section 5 of this Agreement: (i) this Agreement shall continue in effect with respect to each other Non-Host AEA; (ii) the Host AEA shall have no obligation to continue to provide any of the Services to the Suspended Party or Terminated Party, except such Services as are required to be provided under Section 10 of this Agreement; (iii) any and all licenses provided with respect to the Services and the System shall be deemed terminated with respect to the Suspended Party or Terminated Party; (iv) the Terminated Party's rights under this Agreement (including, but not limited to any voting and approval rights) shall

be terminated effective as of the date such Party became a Terminated Party and the Suspended Party's rights (including, but not limited to any voting and approval rights) under this Agreement shall be suspended during the period that such Suspended Party is a Suspended Party and unless and until reinstated the Suspended Party or Terminated Party shall have no further rights under this Agreement, including, without limitation, upon the termination of this Agreement in its entirety, either the right (A) to share in the surplus, if any, of cash on hand at the time of termination or (B) to receive the license provided under Section 5; (v) the Terminated Party or Suspended Party shall continue to be responsible for their Pro Rata Percentage for all costs and for any shortfall of costs, as provided in Section 6, with respect to the Fiscal Year in which such termination or suspension occurred; and (vi) in the event of such a suspension or termination, the Pro Rata Percentages of the remaining Parties shall be revised to reflect their respective Pro Rata Percentages in light of the termination of this Agreement with respect to the applicable Terminated Party or Suspended Party; provided, however, for purposes of the allocation of costs for the Fiscal Year during which the suspension of a Suspended Party occurred or termination of this Agreement with respect to a Terminated Party occurred there shall be no adjustments of Pro Rata Percentages for such Fiscal Year as a result of such suspension or termination.

6. Costs; Invoicing; Budget; Surplus and Shortfall.

- a. Each Party shall pay to the Host AEA its respective Pro Rata Percentage to the Host AEA the costs as set forth on and in accordance with Schedule 1.
- b. The Host AEA shall invoice each Party semi-annually (on or about July 1st and January 1st of each Fiscal Year) for one-half (1/2) of such Party's Pro Rata Percentage of the costs determined under the Budget for the applicable Fiscal Year, and each Party shall pay the Host AEA its respective Pro Rata Percentage of such costs within thirty (30) days of its receipt of the invoice.
- c. Any costs not paid when due shall accrue interest at the lesser of (i) the rate of one percent (1%) per month or (ii) the maximum rate allowed by law.
- d. Budget. On or before February 1 of each Fiscal Year that this Agreement remains in effect, the Governance Council shall develop, with the assistance of the Host AEA, and submit to the Parties, a budget for the purposes of this Agreement for the next Fiscal Year. If a Budget is not approved by the Parties for the succeeding Fiscal Year by February 1 of the then-current Fiscal Year, then this Agreement shall terminate effective as of the end of the last day of the then-current Fiscal Year; and, in such event, notwithstanding the provisions of Section 5 hereof, each Party shall be responsible for their respective Pro Rata Percentage of all out of pocket costs incurred by the Host AEA pursuant to this Agreement, and the Non-Host AEAs shall have no further rights (including, without, limitation, the license under Section 5 of this Agreement) under this Agreement.
- e. Annual True-Up. Within ninety (90) days after the end of each Fiscal Year that this Agreement remains in effect, excluding the last Fiscal Year prior to the termination of this Agreement in its entirety (which shall be governed by the provisions of Section 5), the Host AEA shall develop and deliver to the Non-Host AEAs, a balance sheet that shall indicate, at a minimum, any cash on hand as of the end of such Fiscal Year and any shortfall of costs with respect to such Fiscal Year (the "**Annual Balance Sheet**"). The Host AEA may include with the Annual Balance Sheet such further information as it deems appropriate, including, without limitation, any projected capital expenditures for the next Fiscal Year. If there is any cash on hand at the end of such Fiscal Year, the Host AEA shall distribute the surplus to each Party (other than a Terminated Party or a Suspended Party) in accordance with each such Party's Pro Rata Percentage (excluding Terminated Parties and Suspended Parties) within thirty (30) days of the

delivery by the Host AEA of the Annual Balance Sheet. If there is a shortfall of costs at the end of such Fiscal Year, the Parties (including Terminated Parties, who become Terminated Parties during such Fiscal Year, and Suspended Parties, who were suspended in such Fiscal Year) shall contribute the Pro Rata Percentage of such difference to the Host AEA within thirty (30) days of the delivery by the Host AEA of the Annual Balance Sheet. Notwithstanding the foregoing, the Parties (excluding Terminated Parties and Suspended Parties), by unanimous agreement, may determine that the Host AEA should retain all or any portion of any surplus based on the capital expenditures or other expenditures for the then current Fiscal Year (i.e., the Fiscal Year in which the Annual Balance Sheet is received) as provided in the Budget for such Fiscal Year and, in such event, the Host AEA shall retain the surplus, or such portion thereof, as the Parties (excluding Terminated Parties and Suspended Parties) shall determine.

7. Governance and Functions; Committees.

- a. As provided in Section 2, no separate legal or administrative entity shall be created by this Agreement. A Governance Council shall, however, be elected pursuant to the terms set forth in Section 7 below and for the purposes set forth in this Agreement.
- b. The Governance Council shall serve as the governing board regarding the overall administration and governance of this Agreement. With the exception of annual budget oversight approval by the AEA Chief Administrators, the Governance Council shall have the power, privileges and authority capable of exercise by the Parties hereunder. The membership, roles, responsibilities and procedures of the Governance Council shall be as follows:
 - i. Composition; Eligibility; Election.
 1. The Governance Council shall be comprised of nine (9) members (the "**Governance Council Members**"). Each Governance Council Member is required to be an employee of one of the Parties. If, at any time, a Governance Council Member ceases to be an employee of any of the Parties: (I) such Governance Council Member shall also cease at such time to be a Governance Council Member, without further action of the Governance Council Member or any Party hereto; and (II) the vacancy created in such Governance Council Member position shall be filled in accordance with the provisions of Section 7 hereof. The Governance Council Members elected or appointed shall constitute representatives of all of the Non-Host AEA's. The Governance Council Members shall be elected or appointed as follows:
 - a. Each AEA shall elect one Governance Council Member pursuant to procedures that the Parties shall determine from time-to-time. This member shall fulfill an additional obligation as mentioned below;
 - b. The Host AEA shall have the right to appoint one Governance Council Member;
 - c. The business manager from one of the Non-Host AEAs, as elected by the Non-Host AEAs pursuant to procedures that the Non-Host AEAs shall determine from time-to-time, shall be one Governance Council Member;
 - d. The Governance Council Members elected pursuant to subsections above shall elect one Governance Council Member chosen by the AEA license renewal coordinators, one by the AEA media directors, one by the AEA educational service directors, and one by the AEA special education directors. In addition, they shall elect three chief administrators from AEAs not already represented;
 2. If a Party becomes a Terminated Party or a Suspended Party, and if a Governance Council Member is an employee of such Terminated Party or

Suspended Party then such Governance Council Member shall cease to be a Governance Council Member effective as of the date such Party became a Terminated Party or a Suspended Party and such vacancy shall be filled in accordance with Section 7 hereof.

- ii. The director of the System, a representative of the Host AEA's internal technology team and such further individuals as may be determined by the Parties from time-to-time, shall serve as ex officio members of the Governance Council (the "**Ex Officio Members**"). The Ex Officio Members shall be entitled to notice of and to be in attendance at any meeting of the Governance Council, but shall have no right to vote with respect to any action to be taken at any such meeting.
 1. The Parties acknowledge and agree that the initial Governance Council Members elected pursuant to subsections above are as set forth on Schedule 2 attached to this Agreement. As soon as practicable after the Effective Date, such elected Governance Council Members shall appoint the Governance Council Members to be appointed pursuant to subsections 7 above.
 2. Prior to each succeeding annual meeting, the Parties and the Non-Host AEAs shall elect the Governance Council Members in accordance with Section 7 and the Host AEA shall elect the Governance Council Member in accordance with Section 7. The newly elected Governance Council Members shall be qualified at the commencement of such annual meeting and, thereafter, shall preside at such annual meeting and, as soon as practicable thereafter, shall appoint the Governance Council Members to be appointed pursuant to subsections above.
- iii. Tenure. Each Governance Council Member shall hold office until the next succeeding annual meeting and until his or her successor shall have been elected or appointed, as applicable, and qualifies, or until his or her earlier ineligibility, death, resignation or removal; provided, however, that each Governance Council Member elected to preside as of the Effective Date, and each Governance Council Member appointed by such Governance Council Members as soon as practicable thereafter, shall hold office until the second annual meeting of the Governance Council, or until his or her earlier ineligibility, death, resignation or removal. There shall be no limit on the number of terms that a Governance Council Member may serve.
- iv. Removal; Vacancies. A Governance Council Member shall be subject to removal, with or without cause and at any time, solely by the person or persons that appointed or, if applicable, elected such Governance Council Member. Any vacancy occurring in the Governance Council through death, resignation, removal or any other cause shall be filled by the person or persons that elected or appointed the applicable vacant Governance Council position.
- v. Meetings. The Governance Council may establish such rules and regulations with respect to the holding of regular and special meetings of the Governance Council as the Governance Council may determine from time-to-time, subject to the requirements of applicable law. Such rules and regulations may include, but are not limited to, rules and regulations with respect to the establishment of dates, times and notices for such meetings, the requisite vote for the calling of such meetings and the order of business at such meetings.
- vi. Quorum and Manner of Acting; Action Without a Meeting.

1. A quorum of the Governance Council consists of a majority of the number of the Governance Council Members prescribed in accordance with Section 7. If at any meeting of the Governance Council there be less than a quorum present, a majority of the Governance Council Members present may adjourn the meeting from time-to-time until a quorum shall be present. Notice of any adjourned meeting need not be given.
 2. Except as set forth below, at all meetings of the Governance Council, a quorum being present, the act of the majority of the Governance Council Members present at the meeting shall be the act of the Governance Council.
 3. Notwithstanding the foregoing, the unanimous vote of the Governance Council Members shall be required for the Governance Council to take any of the following actions:
 - a. The approval of a Budget for submission to the Parties for approval by the Parties;
 - b. The suspension of Services or termination of this Agreement with respect to a Party as provided in Section 5 hereof;
 - c. The reinstatement of Services or this Agreement with respect to a Party after suspension or termination as provided in Section 5 hereof;
 - d. The selection of which Postsecondary Educational Institutions to include in the System (subject to the further provisions of Section 7 hereof); and
 - e. The establishment and implementation of User Fees.
 4. Any action required or permitted to be taken at any meeting of the Governance Council may be taken without a meeting if the action is taken by all Governance Council Members and if one or more consents in writing describing the action so taken shall be signed by each Governance Council Member. Action taken under this section is effective when the last Governance Council Member signs the consent, unless the consent specifies a different effective date. An e-mail, facsimile transmission or other electronic record satisfies the requirement in this subsection that a consent be in writing, and any symbol or process attached to or logically associated with an e-mail, facsimile transmission or other electronic record that is executed or adopted by a person with the intent to sign the record shall satisfy the requirement in this subsection that the consent be signed.
 5. Governance Council Members may participate in and hold a meeting by means of telephone conference or video conference or other telecommunications equipment or methods by means of which all of the Governance Council Members participating in the meeting can simultaneously communicate with each other, and participation in such meeting shall constitute attendance and presence in person at such meeting, except where a Governance Council Member participates in the meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.
- vii. Compensation. Governance Council Members shall not be compensated for their service as Governance Council Members and Ex Officio Members shall not be compensated for

their service as Ex Officio Members of the Governance Council. Neither Governance Council Members nor Ex Officio Members shall be reimbursed for any expenses incurred while serving as a Governance Council Member or Ex Officio Member, except to the extent that such Governance Council Members or Ex Officio Members are reimbursed for such expenses directly by the Party that is their employer.

- viii. Plenary Authority. The Governance Council may establish, by a vote of two-thirds of the Governance Council, such further rules and regulations with respect to the governance of this Agreement and the Governance Council as the Governance Council Members may determine to establish, in their discretion, from time-to-time, subject to the provisions of this Agreement and applicable law.
 - c. The Advisory Committee shall serve as the licensure renewal advisory committee under this Agreement for the purposes of Iowa Administrative Code Chapter 282, Section 20.13. The Governance Council shall appoint the members of the Advisory Committee in accordance with Iowa Administrative Code Chapter 282, Section 20.13(6)(a). The Advisory Committee shall have the responsibilities set forth in Iowa Administrative Code Chapter 282, Section 20.13(6)(b), and shall advise the Governance Council on such matters (“**Licensure Renewal Matters**”) and, without limiting the generality of the foregoing, shall have the authority to select which Postsecondary Educational Institutions to include in the System (subject to the further approval of the Governance Council pursuant to Section 7 of this Agreement). The Advisory Committee shall have the authority to consult with such area education agency and school district employees in advising the Governance Council as the Advisory Committee deems appropriate.
 - d. The Governance Council shall establish rules and regulations with respect to the procedures of the Advisory Committee. Subject to applicable law and the provisions of this Agreement, the Advisory Committee shall serve at the will of the Governance Council.
8. Ownership of Intellectual Property.
- a. The Non-Host AEAs acknowledge and agree that the System, Programs (including the Content thereof) and Resources contain copyrighted material, trade secrets and other confidential or proprietary information and materials of the Host AEA, and that the same are protected by United States copyright laws and international laws, treaties and conventions, and other federal, state and other laws protecting the trade secrets or confidential and proprietary information and materials of the Host AEA, and the Non-Host AEAs agree to fully comply with those laws. The Host AEA reserves all patent, copyright, trade secret, trademark, service mark, and all other confidential, proprietary, intellectual and other rights whatsoever in and to the System, Programs (including the Content thereof) and Resources, including, but not limited to, all developments and enhancements and all rights and interests in and to the same will at all times remain the sole and exclusive property of the Host AEA.
 - b. In the event any Party hereto devises, designs, discovers, formulates or otherwise develops any update, upgrade, enhancement, improvement, correction, modification, amendment, adaptation or other change to any of the System, Programs (including the Content thereof) or Resources during the Term, each and all of the same shall be the sole and exclusive property of the Host AEA.
 - c. The Non-Host AEAs acknowledge and agree that it is necessary for the Host AEA to prevent the unauthorized use of the System, Programs (including the Content thereof) and Resources. Accordingly, the Non-Host AEAs covenant and agree that each will not, during the Term or at

any time following the termination of this Agreement, for whatever reason, directly or indirectly, use any of the System, Programs (including the Content thereof) or Resources other than as expressly authorized pursuant to this Agreement.

9. Disclaimer of Warranties; Limitation on Liability.

- a. The Non-Host AEAs acknowledge that any hyper-linked websites, including the Resources, are not under the control of the Host AEA, and the Non-Host AEAs acknowledge and agree that the Host AEA is not responsible for the content of any such linked website, including the Resources, or any link contained in any linked site, or any changes or updates to such sites.
- b. THE NON-HOST AEAS HEREBY ACKNOWLEDGE THAT PROGRAMS (INCLUDING THE CONTENT THEREOF) MAY BE OFFERED WITH OR WITHOUT THE APPROVAL OF ANY STATE OR FEDERAL AGENCY AND THE HOST AEA MAKES NO REPRESENTATION OR WARRANTY THAT ANY PROGRAM (OR CONTENT THEREOF) WILL SATISFY ANY REQUIREMENTS OF ANY LOCAL, STATE OR FEDERAL LAW, RULE OR REGULATION.
- c. THE NON-HOST AEAS ACKNOWLEDGE THAT THE HOST AEA IS PROVIDING THE SERVICES, SYSTEM, PROGRAMS (INCLUDING THE CONTENT THEREOF) AND RESOURCES "AS IS" WITHOUT ANY WARRANTIES WHATSOEVER, EXCEPT AS SPECIFICALLY SET FORTH IN THIS AGREEMENT. ANY IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTY OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY EXCLUDED AND DISCLAIMED IN THEIR ENTIRETY. IN NO EVENT SHALL THE HOST AEA BE LIABLE TO THE NON-HOST AEAS OR ANY THIRD PARTY (INCLUDING USERS) FOR ANY LOST PROFITS, EXEMPLARY, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES WHATSOEVER ARISING OUT OF THIS AGREEMENT (EVEN IF THE HOST AEA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), INCLUDING, WITHOUT LIMITATION, ANY LOST PROFITS, EXEMPLARY, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE PERFORMANCE OR NONPERFORMANCE BY THE HOST AEA UNDER THIS AGREEMENT OR ARISING OUT OF THE USE OR PERFORMANCE OR INABILITY TO USE THE SYSTEM, PROGRAMS (INCLUDING THE CONTENT THEREOF) OR RESOURCES FOR ANY REASON AND FOR ANY PURPOSE WHATSOEVER. WITHOUT LIMITING THE FOREGOING, AND NOTWITHSTANDING ANY TERM OR CONDITION HEREIN WHICH MAY APPEAR TO BE TO THE CONTRARY, THE HOST AEA'S LIABILITY (INCLUDING OUT-OF-POCKET COSTS AND EXPENSES) FOR ANY CLAIM ARISING OUT OF THIS AGREEMENT SHALL IN NO EVENT EXCEED THE AMOUNT OF THE FEES PAID BY THE APPLICABLE NON-HOST AEAS TO THE HOST AEA IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE SUCH CLAIM AROSE. ANY ACTION FOR BREACH OF ANY TERM OR CONDITION OF THIS AGREEMENT OR ANY WARRANTY PROVIDED HEREIN OR OTHERWISE ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE SERVICES, SYSTEM, PROGRAMS (INCLUDING THE CONTENT THEREOF) OR RESOURCES MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE DATE THE CAUSE OF ACTION ACCRUES.

10. Record Retention; Delivery of Transcripts and Certificates. The Host AEA shall, in accordance with applicable law and the requirements, if any, of the applicable Postsecondary Educational Institution, (i) maintain a record of Users who have attempted to complete or who have completed a Program, and (ii) issue Certificates and/or Transcripts to those Users who have successfully completed the applicable

Programs. In the event that there are no applicable retention requirements under law the Host AEA shall retain such record under the Host AEA's record-retention policy in effect from time-to-time.

11. Limitations on Authority. No Party or their respective directors, officers, employees, agents and representatives, shall have the authority to bind any other Party.
12. Notices. Any notice or demand desired or required to be given hereunder shall be in writing and deemed given when (i) received by the addressee if delivered by courier service, (ii) received by the addressee if personally delivered or (iii) three (3) days after it is deposited in the United States mail, postage prepaid, sent certified or registered; in each case addressed to the applicable Party, at the address set forth on Schedule 4, attached hereto and incorporated herein by this reference, or to such other address or person as hereafter shall be designated by the applicable Party, in writing, in the manner provided above for the giving of notices.
13. No Waiver; Modifications in Writing. No failure or delay on the part of any Party in exercising any right, power or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power or remedy preclude any other or further exercise thereof or the exercise of any other right, power or remedy. The remedies provided for herein are cumulative and are not exclusive of any remedies that may be available to any Party at law or in equity or otherwise. No amendment, modification or supplement of or to any provision of this Agreement shall be effective unless in a writing signed by all of the Parties. Any waiver of any provision of this Agreement and any consent to any departure from the terms of any provision of this Agreement, shall be effective only in the specific instance and for the specific purpose for which made or given.
14. Severability. In the event any provision of this Agreement is held invalid, illegal or unenforceable, in whole or in part, the remaining provisions of this Agreement shall not be affected thereby and shall continue to be valid and enforceable. In the event any provision of this Agreement is held to be unenforceable as written, but enforceable if modified, then such provision shall be deemed to be amended to such extent as shall be necessary for such provision to be enforceable and it shall be enforced to that extent.
15. Force Majeure. Notwithstanding any provision of this Agreement to the contrary, if any term or condition of this Agreement to be performed or observed by any Party hereto, other than payment obligations, is rendered impossible of performance or observance due to any force majeure, including, without limitation, an act of God, war, civil disturbance, computer or Internet failures, computer viruses, acts of computer hackers, fire or casualty, labor dispute or governmental rule or any other factor beyond the reasonable control of a Party, such Party, for so long as such condition exists, shall be excused from such performance or observance, provided the Party prevented from rendering performance notifies the other Parties within a reasonable time detailing the commencement and nature of such a cause and takes reasonable steps as soon as reasonably practicable upon the termination of such condition to recommence such performance or observance.
16. Headings and Captions. The titles or captions of sections and paragraphs in this Agreement are provided for convenience of reference only, and shall not be considered a part hereof for purposes of interpreting or applying this Agreement, and such titles or captions do not define, limit, extend, explain or describe the scope or extent of this Agreement or any of its terms or conditions.
17. Construction. This Agreement shall not be construed more strongly against any Party regardless of who was more responsible for its preparation.
18. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be

deemed an original, but all of which together shall constitute one and the same instrument, and in making proof hereof, it shall not be necessary to produce or account for more than one such counterpart.

19. Gender and Number. Words and phrases herein shall be construed as in the singular or plural number and as masculine, feminine or neuter gender, according to the context.
20. Binding Effect on Successors and Assigns; No Third Party Beneficiaries. This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective heirs, successors, legal representatives and permitted assigns. Nothing in this Agreement, express or implied, is intended to confer upon any person other than the Parties hereto (and their respective heirs, successors, legal representatives and permitted assigns) any rights, remedies, liabilities or obligations under or by reason of this Agreement.
21. Assignment. No Party may transfer or assign any of its rights or obligations under this Agreement; provided, however, that this Agreement shall be deemed to be assigned without any further action of the Parties to a successor-in-interest by merger of one or more of the Parties.
22. Entire Agreement. This Agreement constitutes the entire agreement among the Parties hereto pertaining to the subject matters hereof and supersedes all negotiations, preliminary agreements and all prior or contemporaneous discussions and understandings of the Parties hereto in connection with the subject matters hereof.
23. Governing Law; Waiver of Jury Trial. This Agreement shall be governed by and construed in accordance with the laws of the State of Iowa but without regard to provisions thereof relating to conflicts of law. ***Each of the Parties hereby irrevocably and unconditionally waives all right to trial by jury in any action, proceeding or counterclaim arising out of or in any way related to or connected with this Agreement or any agreement or instrument contemplated hereby.***

[Signature Pages Follow]

IN WITNESS WHEREOF, the Host AEA has executed this Agreement as of the date first above written.

HOST AEA
Heartland Area Education Agency 11

By: _____

_____, Board President

By: _____

_____, Board Secretary

STATE OF IOWA, COUNTY OF _____, ss:

On this ___ day of _____, 20__, before me, the undersigned, a Notary Public in and for said County and said State, personally appeared _____ and _____ to me personally known, who being by me duly sworn, did say that they are the President and Secretary respectively, of Area Education Agency 11, the Area Education Agency executing the within and foregoing instrument to which this is attached; that the instrument was signed on behalf of said Area Education Agency by authority of its Board of Directors; and that _____ and _____ as such officers acknowledged the execution of the foregoing instrument to be the voluntary act and deed of the Area Education Agency, by it and by them voluntarily executed.

Notary Public in and for said State
Schedule 1

IN WITNESS WHEREOF, the Non-Host AEA has executed this Agreement as of the date first above written.

NON-HOST AEA

By: _____

_____, Board President

By: _____

_____, Board Secretary

STATE OF IOWA, COUNTY OF _____, ss:

On this ___ day of _____, 20__, before me, the undersigned, a Notary Public in and for said County and said State, personally appeared _____ and

_____ to me personally known, who being by me duly sworn, did say that they are the President and Secretary respectively, of _____ (Area Education Agency) the Area Education Agency executing the within and foregoing instrument to which this is attached; that the instrument was signed on behalf of said Area Education Agency by authority of its Board of Directors; and that _____ and _____ as such officers acknowledged the execution of the foregoing instrument to be the voluntary act and deed of the Area Education Agency, by it and by them voluntarily executed.

Notary Public in and for said State

Schedule 1

PRO RATA PERCENTAGE

The formula used by the Chief Administrators for the AEA Unified Budget will also be used for the purpose of defining Pro Rata Percentage for this Agreement.

Schedule 2

INITIAL GOVERNANCE COUNCIL MEMBERS

Name	Selection Criteria (AEA)
Evan Abbey	Ex Officio: Director, AEA PD Online
Beverly Berns	Instructional Technology Integration (Keystone AEA)
Paula Carter	Business Manager (Mississippi Bend AEA)
Joe Crozier	Chief Administrator (Grant Wood AEA)
Julie Davies	Educational Services (AEA 267)
Katie Gavin	License Renewal Coordinator (Great Prairie AEA)
Jeff Herzberg	Chief Administrator (Prairie Lakes AEA)
Sheila King	Host Appointed (Heartland AEA)
Lane Plugge	Chief Administrator (Green Hills AEA)
Brent Siegrist	Executive Director (Iowa AEA)
Kurt Subra	Ex Officio: Host Chief Financial Officer (Heartland AEA)
Jon Wibbels	Media Director (Northwest AEA)
Lance Wilhelm	Ex Officio: Host Internal Technology (Heartland AEA)

Schedule 3

DIRECT AND INDIRECT COSTS

Direct Costs	Indirect Costs
<ul style="list-style-type: none"> ● AEA PD Online Salaries and benefits <ul style="list-style-type: none"> ○ List all employees ● Heartland Registrar Staff - 1.0 FTE ● Credit Card Processing ● Unemployment ● Technology: Equipment, Software and Support <ul style="list-style-type: none"> ○ Staff hardware ○ Staff personal software ○ Software Licenses <ul style="list-style-type: none"> ■ Soft Chalk ■ Soft Chalk Cloud ○ Servers ○ Server Software Support ○ Customized Programming ● Travel ● Professional Development ● Higher Ed Agreements <ul style="list-style-type: none"> ○ Drake ○ Viterbo ○ Morningside ● Supplies/Internal Print Production ● Legal Fees ● Postage ● Telephone 	<ul style="list-style-type: none"> ● Operations - (5.53% based on unrestricted rate) <ul style="list-style-type: none"> ○ Business Office <ul style="list-style-type: none"> ■ Budget support ■ Payroll ■ Accounts Payable/Receivable ○ Human Resources <ul style="list-style-type: none"> ■ Hiring supports ■ Contract & benefits management ○ Plant Operations & Maintenance <ul style="list-style-type: none"> ■ Office Space ■ Utilities ■ Printers/Copiers ○ Insurance <ul style="list-style-type: none"> ■ Professional Liability ■ Property ○ Registrar <ul style="list-style-type: none"> ■ Overflow to AEA PD Online ● Technology - (\$21,500) <ul style="list-style-type: none"> ○ Registration System Licensing ○ Registration Program License (4D) ○ Tech Staff support ○ Bandwidth ○ Back-up/Security

Schedule 4

ADDRESSES FOR NOTICES

AEA 267
3712 Cedar Heights Dr.
Cedar Falls, IA 50613
Chief Administrator: Roark Horn

Grant Wood AEA
4401 Sixth St., SW
Cedar Rapids, IA 52404
Chief Administrator: Joe Crozier

Great Prairie AEA
2814 N. Court St.
Ottumwa, IA 52501
Chief Administrator: Jon Sheldahl

Green Hills AEA
PO Box 1109
Council Bluffs, IA 51502
Chief Administrator: Lane Plugge

Heartland AEA
6500 Corporate Dr.
Johnston, IA 50131
Chief Administrator: Paula Vincent

Keystone AEA
1400 2nd St., NW
Elkader, IA 52043
Chief Administrator: Pat Heiderscheit

Mississippi Bend AEA
729 21st St.
Bettendorf, IA 52722
Chief Administrator: Bill Decker

Northwest AEA
1520 Morningside Ave.
Sioux City, IA 51106
Chief Administrator: Tim Grieves

Prairie Lakes AEA
500 NE 6th St.
Pocahontas, IA 50574
Chief Administrator: Jeff Herzberg