



Healthy Campus
Metrics Project
November 2020



Our Problem We Are Solving:
What is our agreed upon notion
of health and winning?



1. How do our students, staff, and community know we are healthy?

2. Is this idea of health consistent?



Our Process:
Our Senior Leadership team
working with an outside
consultant to develop healthy
metrics.



Dynamic Data: used in a dashboard to allow us to have a regular cadence of knowing our health and making adjustments.



Reportable Data: used in a a few times a year to show if we hit our goals and targets



Aligned with our district metrics we set last year. This will drive our entire organization around our StratOp strategic plan.



FRSecure LLC Master Services Agreement

This Master Services Agreement (the “Agreement”) is made as of the date specified at the end of this Master Services Agreement (the “Effective Date”) by and between FRSecure LLC, a Minnesota limited liability company having its principal place of business at 5909 Baker Road, Suite 500, Minnetonka, MN 55345 (“FRSecure”) and Charles City Community School District, having its principal place of business at 1204 1st Ave, Charles City, IA 50616 (“Client”). FRSecure and Client may be individually referred to as a “Party” or collectively as the “Parties”.

WHEREAS, Client desires to retain FRSecure to render certain professional services under the terms and conditions set forth in this Agreement; and

WHEREAS, FRSecure desires to be retained by Client to perform such professional services for Client under the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the above premises, the respective covenants and commitments of FRSecure and Client set forth in this Agreement, and for such other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, FRSecure and Client agree as follows:

1. DEFINITIONS.

A. Affiliate means any entity (now existing or hereafter formed or acquired), which, directly or through one or more intermediaries, controls, is controlled by, or is under common control with, Client. “Control” and its derivatives mean: (a) the legal, beneficial, or equitable ownership, directly or indirectly, of (i) at least 50% of the aggregate of all voting equity interests in an entity or (ii) equity interests having the right to at least 50% of the profits of an entity or, in the event of dissolution, to at least 50% of the assets of an entity; (b) the right to appoint, directly or indirectly, a majority of the board of directors; (c) the right to control, directly or indirectly, the management or direction of the entity by contract or corporate governance document; or (d) in the case of a partnership, the holding by an entity (or one of its Affiliates) of the position of sole general partner.

B. Confidential Information is defined in Section 7 (“Confidential Information”).

C. FRSecure Materials means collectively certain procedures, software or programs that are either owned by or licensed to FRSecure, any expression or result of FRSecure's Services, or the work, findings, analyses, conclusions, opinions, recommendations, ideas, techniques, know-how, designs, programs, tools, applications, interfaces, enhancements, software, and other technical information developed or conceived of by FRSecure prior to or in performance of any Services (“FRSecure’s Materials”).

D. Intellectual Property means all patents (including originals, derivatives, continuations, continuations-in-part, extensions, foreign applications, utility models, and re-issues), patent applications, copyrights (including all registrations and applications therefore), trade secrets, trademarks, trademark applications and other proprietary and Intellectual Property Rights, including moral rights.

E. Services means the professional services Client requests FRSecure to perform pursuant to this Agreement and any Work Product delivered pursuant to this Agreement or a Statement of Work.

F. Statement of Work means an attachment to this Agreement which describes Services ordered under this Agreement which the Parties must mutually execute in order to specify the Services, and which shall be in a form substantially similar to that attached hereto as Exhibit A.

G. FRSecure Personnel means any employees, representatives, agents, subcontractors, third party advisors or any other persons, whether legal or natural, who may act on behalf of, or otherwise represent, FRSecure.

H. Work Product means any reports, documentation or any other deliverables created or prepared by FRSecure for Client pursuant to this Agreement, that are made, proposed, or developed by FRSecure, alone or with others, specifically identified as Deliverables in any related Statement of Work. Notwithstanding anything in this Agreement to the contrary, Work Product does not include FRSecure’s Materials.

2. TERM/TERMINATION.

A. Term. This Agreement will commence on the Effective Date and will continue in full force and effect until terminated in accordance with this Section 2. The term of each Statement of Work shall be set forth in the applicable Statement of Work and will continue in full force and effect until terminated by either Party pursuant to the termination rights in this Agreement. In the event the term of a Statement

of Work extends beyond the termination of this Agreement, this Agreement shall continue in full force and effect with respect to such Statement of Work until the termination thereof.

B. Termination for Cause. Either Party may terminate this Agreement or any Statement of Work immediately upon notice to the other Party if:

1. The other Party materially breaches any provision of this Agreement or any Statement of Work, and fails to cure or remedy such breach within ten (10) calendar days of receiving written notice specifying in reasonable detail the nature of such breach;
2. The other Party has committed more than three (3) breaches of this Agreement or any Statement of Work in a twelve (12) calendar month period and together such breaches are material, without any additional cure right; or
3. The other Party materially breaches this Agreement or any Statement of Work in a manner that cannot be remedied.

C. Termination for Convenience. Either Party may terminate this Agreement or any Statement of Work upon 30 (thirty) days written notice to the other Party.

D. Intentionally omitted.

E. Effect of Termination. Termination of one or more Statement of Work(s) will not affect the Parties' rights and obligations under any other Statement of Work(s) executed by the Parties, and all such other Statement of Work(s) will remain in full force and effect unless and until terminated in accordance with their terms. In the event either Party terminates this Agreement or a Statement of Work, for any reason whatsoever, each Party must return or destroy all Confidential Information, pursuant to Section 7. Client shall pay FRSecure for all Services performed and all expenses incurred prior to the Effective Date of termination. In addition, in the event a terminated Statement of Work contains an Amortized Payment Schedule (as defined below), Client must pay the entire remaining balance of such amortized fees (whether or not such fees would otherwise be due on such date) at the time of termination. As used herein, "Amortized Payment Schedule" means any Services provided by FRSecure where the fees for such Services are spread out over a period of time despite a substantial portion of the work being performed on the front-end of the engagement (e.g., vCISO, FACT or financing arrangements). If FRSecure applies a multi-year discount to any service, and Client terminates this Agreement or any Statement of Work prior to completion of the multi-year term specified, the amount of the multi-year discount becomes billable to Client for any applicable, completed service.

3. SERVICES TO BE PERFORMED.

A. In consideration of the compensation to be paid by Client pursuant to the terms of this Agreement, FRSecure agrees to provide the Services requested by Client and described in a Statement of Work, which shall be incorporated herein by reference and may be amended or added from time to time by a written agreement between the Parties.

B. Following a request by Client for FRSecure's Services, FRSecure shall submit to Client a proposal for the Services. Client shall review it and, if acceptable, provide a Statement of Work in accordance with the proposal. Upon approval by Client and issuance of an agreed upon Statement of Work, FRSecure shall perform the Services in accordance with the terms of this Agreement and the Statement of Work.

C. Client shall perform such duties and tasks designated in a Statement of Work to facilitate FRSecure's performance of the Services outlined thereunder and provide FRSecure with reasonable and necessary access to Client's facilities during Client's normal business hours and otherwise as reasonably requested by FRSecure in order to facilitate FRSecure's performance of the Services outlined in each Statement of Work.

D. During the term of this Agreement, FRSecure agrees to provide Services to Client on a non-exclusive basis from and after the date this Agreement and a Statement of Work is signed by authorized representatives of Client and FRSecure.

E. Client recognizes that FRSecure's statements of the total time and costs associated with each Statement of Work represent FRSecure's good faith estimates based on information supplied to FRSecure by Client. If project needs or requirements change after Services have commenced on a Statement of Work, the Statement of Work may be amended or revised upon mutual agreement of the Parties set forth in writing and signed by both Parties. FRSecure specifically understands and agrees that in no event shall the total fees and/or costs related to Services performed under a Statement of Work exceed, without the prior written consent of Client, any maximum to which the Parties have agreed, as stated on such Statement of Work.

F. If a Statement of Work requires a physical security assessment of Client's physical location(s) and if Client and FRSecure agree that the physical security assessment will be performed from a remote location, then Client agrees to provide the services of an employee who will record video of Client's location, using third-party software, at the direction of FRSecure ("Location Video"). Client agrees that the Location Video will be used for security analysis and consultation services during an online video conference between Client and

FRSecure. Client hereby acknowledges and consents to FRSecure recording the video conference including, without limitation, the Location Video, and saving the same on FRSecure's servers. Client agrees that its employee will not record or include any personally identifiable information (PII) or protected health information (PHI) or similar information in the Location Video. FRSecure agrees to use the Location Video solely for purposes of Client work and agrees that the Location Video is the Confidential Information of Client.

4. PAYMENT, INVOICES AND TAXES.

For all Services performed under a Statement of Work or other request for Services that references this Agreement, Client shall: (i) pay FRSecure in accordance with each Statement of Work or at the then current FRSecure standard rates, whichever are applicable; (ii) reimburse FRSecure for all reasonable and necessary travel and living expenses FRSecure incurs performing such Services, provided such expenses are incurred in compliance with FRSecure's travel and expense policy, and provided further that such expenses are incurred pursuant to an applicable Statement of Work or other request for Services by Client; and (iii) pay FRSecure upon receipt of each invoice. All payments pursuant to this Agreement are non-refundable. Unless Client provides FRSecure with a valid tax exemption or direct pay certificate upon execution of this Agreement, Client is responsible for all taxes, duties, and customs fees which may be assessed on the amounts paid for Services performed hereunder, excluding taxes based on FRSecure's income or payroll. Client shall pay a service charge of equal to the lesser of twelve percent (12%) annual interest or the highest interest rate allowable under applicable laws for any outstanding, undisputed invoice not paid within thirty (30) days after receipt. FRSecure invoices shall describe the following: (i) the time period for which the work and expenses are billed; (ii) the quantity of work performed; (iii) the hourly rates charged, if applicable; (iv) travel and living expenses by type and amount; and (v) totals.

5. SCOPE OF AUTHORITY/RELATIONSHIP OF THE PARTIES.

Except as expressly authorized in writing by Client, FRSecure shall have no authority or power, express or implied, to make any representations or warranties regarding Client or to bind or obligate Client or its Affiliates, either directly or indirectly, in any manner or thing whatsoever. In rendering Services pursuant to this Agreement, FRSecure (and FRSecure's Personnel) shall be acting as an independent contractor, not as an employee, fiduciary, or agent of, or joint venturer or partner with, Client or its Affiliates. Client is only interested in the results to be achieved, and the conduct and control of FRSecure's work within the scope of this Agreement shall lie solely with FRSecure, except that Client shall have a general right of supervision to secure the satisfactory completion thereof.

6. INSURANCE.

FRSecure shall maintain statutory minimum Worker's Compensation and Employer's Liability Insurance as required by the laws of any state or country in which Services are performed.

7. CONFIDENTIAL INFORMATION.

7.1 DEFINITION. The term "CONFIDENTIAL INFORMATION" shall mean: (i) any and all non-public information which is disclosed by either Party ("OWNER") to the other ("RECIPIENT") verbally, electronically, visually, or in a written or other tangible form which is either identified or should be reasonably understood to be confidential or proprietary; and (ii) the terms, including without limitation, the pricing, of this Agreement and any proposals or other documents that preceded this Agreement. Confidential Information may include, but not be limited to, trade secrets, computer programs, software, documentation, formulas, data, inventions, techniques, marketing plans, strategies, forecasts, client lists, employee information, and financial information, confidential information concerning Owner's business or organization, as Owner has conducted it or as Owner may conduct it in the future. In addition, Confidential Information may include information concerning any of Owner's past, current, or possible future products or methods, including information about Owner's research, development, engineering, purchasing, manufacturing, accounting, marketing, selling, leasing, and/or software (including third party software).

7.2 TREATMENT OF CONFIDENTIAL INFORMATION. Owner's Confidential Information shall be treated as strictly confidential by Recipient and shall not be disclosed by Recipient to any third party except to those third parties operating under non-disclosure provisions no less restrictive than in this Section and who have a justified business "need to know" or used by Recipient other than as authorized by this Agreement. Client shall protect the deliverables resulting from Services with the same degree of care. This Agreement imposes no obligation upon the Parties with respect to Confidential Information which either Party can establish by legally sufficient evidence: (a) was in the possession of, or was rightfully known by the Recipient without an obligation to maintain its confidentiality prior to receipt from Owner; (b) is or becomes generally known to the public without violation of this Agreement; (c) is obtained by Recipient in good faith from a third party having the right to disclose it without an obligation of confidentiality; (d) is independently developed by Recipient without the participation of individuals who have had access to the Confidential Information; or (e) is required to be disclosed by court order or applicable law, provided notice is promptly given to the Owner and provided further that diligent efforts are undertaken to limit disclosure.

7.3 CONFIDENTIALITY AND DISCLOSURE OF PATIENT INFORMATION. Healthcare Clients Only: FRSecure does not expect to have access to confidential individually identifiable health information ("IIHI"), as that term is used in the Health Insurance Portability and Accountability Act ("HIPAA") in connection with its services. Because FRSecure has many healthcare clients and may inadvertently receive IIHI, it is FRSecure's policy that it will: (i) treat all individually identifiable information in compliance with all

applicable federal and state laws; and (ii) implement and use any and all reasonable means and appropriate safeguards to prevent the use or disclosure of IIHI and will immediately notify Client of any unauthorized use or disclosure of IIHI.

7.4 RIGHTS AND DUTIES. The Recipient shall not obtain, by virtue of this Agreement, any right, title, or interest in any Confidential Information of the Owner. Within fifteen (15) days after termination of this Agreement, each Party shall certify in writing to the other that all copies of Confidential Information in any form, including partial copies, have been destroyed, returned, or used solely as the Owner so directs, except that Recipient may keep an archival copy of Confidential Information for legal purposes.

7.5 SURVIVABILITY. The terms of this Section 7 shall survive termination of this Agreement. If the Parties have executed a separate agreement that contains confidentiality terms prior to or contemporaneously with this Agreement, those separate confidentiality terms shall remain in full force to the extent they do not conflict with the provisions of this Agreement.

8. INDEMNITY.

8.1 PATENT AND COPYRIGHT INDEMNITY. Except as otherwise provided herein, FRSecure shall indemnify and defend Client against any claims that the Work Product (defined below) delivered to Client pursuant to a Statement of Work infringes any United States or Canadian patent or copyright, provided that FRSecure is given prompt notice of such claim and is given information, reasonable assistance, and the sole authority to defend or settle said claim. In the defense or settlement of any claim, provided the associated software license agreement between the Parties has not been terminated, FRSecure shall, in its reasonable judgment and at its option and expense: (i) obtain for Client the right to continue using the Work Product; (ii) replace or modify the Work Product so that it becomes non-infringing while giving equivalent performance; or (iii) if FRSecure cannot obtain the remedies in (i) or (ii), as its sole obligation, terminate the license for the infringing Work Product and return only the Services fees paid by Client for such Work Product. FRSecure shall have no obligation or liability to indemnify and/or defend Client to the extent (i) the alleged infringement is based on infringing information, data, software, applications, services, or programs created, furnished or requested to be used, by or on behalf of Client, (ii) the alleged infringement is the result of a modification made by anyone other than FRSecure; (iii) Client's combination of the Services or Work Product with (a) hardware, software, materials, content or data not provided to Client by FRSecure, or (b) services or processes not performed by FRSecure, or (iv) Client uses the Work Product other than in accordance with this Agreement, any delivered documentation under a Statement of Work, or the underlying software license to use such Work Product.

8.2 INDEMNITY. Each Party ("INDEMNIFYING PARTY") shall indemnify and hold the other Party ("INDEMNIFIED PARTY") harmless against any third Party claim, including costs and reasonable attorney's fees, in which the Indemnified Party is named as a result of the grossly negligent or intentional acts or failure to act by the Indemnifying Party, its employees or agents, while performing its obligations hereunder, which result in death, personal injury, or tangible property damage. This indemnification obligation is contingent upon the Indemnified Party providing the Indemnifying Party with prompt written notice of such claim, information, all reasonable assistance in the defense of such action, and sole authority to defend or settle such claim.

8.3 SURVIVAL. The terms of this Section 8 shall survive termination of this Agreement.

9. WARRANTIES AND REPRESENTATIONS.

Each Party warrants that it has the right and power to enter into this Agreement and an authorized representative has executed this Agreement. FRSecure warrants that the Services will be performed in a professional and workmanlike manner in accordance with recognized industry standards. Provided, however, to the extent Services provided by FRSecure are advisory, no specific result is assured or guaranteed. FRSECURE EXPRESSLY DISCLAIMS ALL OTHER REPRESENTATIONS OR WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY (BY ANY TERRITORY OR JURISDICTION) TO THE EXTENT PERMITTED BY LAW, AND FURTHER FRSECURE EXPRESSLY EXCLUDES ANY WARRANTY OF NON-INFRINGEMENT, TITLE, FITNESS FOR A PARTICULAR PURPOSE, OR MERCHANTABILITY TO THE EXTENT PERMITTED BY LAW.

10. LIMITATION OF LIABILITY.

EXCEPT FOR THE INDEMNIFICATION OBLIGATIONS SET FORTH IN SECTION 8 (INDEMNITY) AND EXCEPT AS SET FORTH BELOW, FRSECURE'S MAXIMUM LIABILITY FOR ANY CLAIM OR ACTION ARISING UNDER THIS AGREEMENT, REGARDLESS OF THE FORM OF CLAIM OR ACTION AND WHETHER IN TORT OR CONTRACT, SHALL BE LIMITED TO THE AMOUNT OF SERVICES FEES PAID BY CLIENT IN THE LAST SIX (6) MONTHS FOR THE SERVICES RENDERED PURSUANT TO THE APPLICABLE STATEMENT OF WORK WHICH THE CLAIM OR ACTION AROSE. IN NO EVENT SHALL FRSECURE BE LIABLE FOR INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING WITHOUT LIMITATION, LOST DATA OR LOST PROFITS, HOWEVER ARISING, EVEN IF CLIENT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE PARTIES AGREE TO THE ALLOCATION OF RISK SET FORTH HEREIN AS PART OF THE CONSIDERATION FOR THE SERVICES. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, FRSECURE'S MAXIMUM LIABILITY FOR ANY CLAIM OR ACTION ARISING UNDER THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, INFRINGEMENT CLAIMS OR ACTIONS, SHALL NOT EXCEED THE AMOUNT OF FRSECURE'S INSURANCE POLICY LIMITS FOR THE TYPE OF CLAIM OR ACTION IN QUESTION.

11. OWNERSHIP OF WORK PRODUCT.

Subject to payment in full of all amounts due to FRSecure in accordance with any applicable Statement of Work, Work Product shall be the property of Client. However, Client shall not license, sub-license, resell, transfer or make other commercial use of any Work Product. FRSecure's Materials shall at all times remain the sole and exclusive property of FRSecure. To the extent that FRSecure's Materials are used in developing, or are incorporated into, any Service or Work Product, and to the extent that ownership of the Work Product or Service is vested in Client, FRSecure shall and hereby does grant to Client a perpetual, irrevocable, transferable, nonexclusive, worldwide, fully paid-up and unrestricted right and license to use, display, reproduce, perform and make modifications to and derivative works based on, FRSecure's Materials only as part of the Services or Work Product and all iterations thereof.

12. MAINTENANCE OF DEVELOPMENT WORK.

Standard maintenance and support services offered by FRSecure do not cover any customized software or new development created under a Statement of Work. If available, maintenance and support may be addressed under a separate services agreement or in the applicable Statement of Work.

13. NOTICE.

All notices or other communications referenced under this Agreement shall be made in writing and sent to the address designated above, designated in a specific Statement of Work, or designated from time to time in writing by the Parties. All notices shall be deemed given to the other Party if delivered receipt confirmed, using one of the following methods: personal delivery, registered or certified first class mail, postage prepaid; recognized courier delivery; or electronic mail.

14. WAIVER.

No modification to this Agreement nor any failure or delay in enforcing any term, exercising any option, or requiring performance shall be binding or construed as a waiver unless agreed to in writing by both Parties.

15. FORCE MAJEURE.

Except for Client's obligation to pay FRSecure, neither Party shall be liable for any failure to perform its obligations under this Agreement or any Statement of Work if prevented from doing so by a cause or causes beyond its control, including, without limitation, acts of God or public enemy, failure of suppliers to perform, fire, floods, storms, earthquakes, riots, strikes, war, and restraints of government. A Party whose performance is affected by such an event shall promptly notify the other Party of the delay and use commercially reasonable efforts to mitigate the adverse effects of such an event so as that performance can be achieved as soon as reasonably feasible. Notwithstanding the foregoing, if such a force majeure event continues for more than thirty (30) days, the other Party shall have the right to terminate this Agreement or any applicable Statement of Work.

16. DISPUTE RESOLUTION.

Any disputes or claims under this Agreement or its breach shall be submitted to and resolved exclusively by arbitration conducted in accordance with American Arbitration Association rules. One arbitrator appointed under such rules shall conduct arbitration. Arbitration shall be in Minneapolis, MN, and the laws of Minnesota shall be applied without application of its conflicts of laws provisions. Any decision in arbitration shall be final and binding upon the Parties. Judgment may be entered thereon in any court of competent jurisdiction. Notwithstanding the above, FRSecure may sue in any court for infringement of its proprietary or intellectual property rights.

17. AFFILIATES.

FRSecure understands and agrees that Client Affiliates may procure Services under this Agreement via execution of a Statement of Work. By executing a Statement of Work, the Parties acknowledge and agree that such Affiliate is bound by the terms and conditions under this Agreement solely for the purposes of the work to be performed under the Statement of Work. With regard to Statement of Works entered into by an Client Affiliate: (a) all references to "Client" in this Agreement shall be deemed to mean the Affiliate which entered into the Statement of Work, except where otherwise stated as "Affiliate", (b) each Statement of Work shall be subject to the terms and conditions of this Agreement and legally binding exclusively upon the respective Affiliate entering into such Statement of Work and FRSecure and (c) Client shall have no liability under such Statement of Work.

18. RESTRICTION ON HIRE.

During the term of this Agreement and all Statements of Work and for a period of one year after the termination of this Agreement and all Statements of Work, neither Party shall: (i) solicit for employment and/or employ, any employee, agent or independent contractor of the other Party; (ii) interfere with or in any manner attempt to harm or terminate the other Party's relationship with any of its employees, agents or independent contractors; or (iii) participate or in any way assist any other person, business or entity in soliciting or hiring an employee, agent or independent contractor of the other Party. For purposes of this section, the definition of employee, agent and independent contractor shall include any past employee, agent or independent contractor who was employed or provided services to the other Party within six months of the termination of this Agreement and all Statements of Work. Notwithstanding the foregoing, nothing shall prevent the other Party from employing an employee of the other Party who: (i) responds to a general employment advertisement when such solicitation is not specifically directed at that individual; or (ii) is directed to the individual by employment search firms where such employment search firms are not directed by the other Party to initiate discussions with respect to the prospective employment of that individual.

19. GENERAL.

This Agreement shall be governed by the laws of the State of Minnesota, excluding choice of law principles. Except as otherwise specifically stated herein, remedies shall be cumulative and there shall be no obligation to exercise a particular remedy. If any provision of this Agreement is held to be unenforceable, the other provisions shall nevertheless remain in full force and effect. This Agreement and all Statements of Work constitute the entire understanding between the Parties with respect to the subject matter herein and may only be amended or modified by a writing signed by a duly authorized representative of each Party. This document may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which shall constitute one document that is binding upon all Parties hereto, notwithstanding that all Parties are not signatories to the same counterpart. The Parties agree that execution of this Agreement by industry standard electronic signature software and/or by exchanging PDF or facsimile signatures shall have the same legal force and effect as the exchange of original signatures, and that in any proceeding arising under or relating to this document, each Party hereby waives any right to raise any defense or waiver based upon execution of this document by means of said signatures or maintenance of the executed document electronically. This Agreement replaces and supersedes any prior verbal or written understandings, communications, and representations between the Parties regarding the subject matter contained herein. No purchase order or other ordering document that purports to modify or supplement the printed text of this Agreement or any Exhibit shall add to or vary the terms of this Agreement or Exhibit. All such proposed variations, edits, or additions (whether submitted by FRSecure or Client) to this Agreement or to a Statement of Work, are objected to and deemed material unless otherwise mutually agreed to in writing.

Client represents and warrants that (i) it has all right and authority necessary to enter into and perform this Agreement; (ii) it owns all rights in and to data provided to FRSecure for use in and in connection with the Services; (iii) FRSecure's use of such materials in and in connection with the Services will not violate the rights of any third party or infringe upon the intellectual property of any third party.

The terms and conditions of this Agreement apply in full to the services and products provided under a fully executed Statement of Work.

ACCEPTANCE AND AUTHORIZATION

IN WITNESS WHEREOF, the Parties have executed this Agreement effective as of the Effective Date.

Effective Date: Nov 13, 2020

Charles City Community School District

Name: _____ (Authorized Signer)

Title: _____

Date: _____

Signature: _____

FRSecure LLC

Kevin Orth

CLO

Date: _____

Signature: _____

Reference Number: FRMSA 1824

Exhibit A - Example Statement of Work

NOTE: This is an example only. Formal Statements of Work will follow this or a similar format.

Statement of Work

The information contained within this document is a proposal and formal statement of work, if accepted by execution of this document.

Project Overview

Client Name:

Project Name:

Engagement Duration:

Begin Date:

End Date:

Approach and Process

Project Scope:

Project Constraints

Project Constraints:

Pricing and Payment Terms

Pricing and Payment Terms:

Customer Acceptance

Signatures:



FRSECURE®

A Proposal For

FACT™ Virtual CISO

Prepared For

Charles City Community School District

Prepared For:

April Hanson
Director of Technology
Charles City Community School District

Prepared By:

Troy DeRosier
tderosier@frsecure.com
(651) 432-0309

Date: Oct 07, 2020



Oct 07, 2020

April Hanson, Director of Technology
Charles City Community School District
1 Comet Drive Charles City IA 50616

Thank you for your time and consideration of this proposal.

At FRSecure, we are called to a mission of fixing the broken security industry. Our focus resides in helping our peers and clients master the fundamentals of information security through establishing a common language, providing low or no cost training and resources and by building the very best security professionals in the industry. Our objectivity in guiding you rests in our product agnostic stance and the core values shared by each and every member of our team.

Whether or not we formally engage, please count on us to be a resource and help us keep you informed as we make our training and expertise available to the community. Our passion for information security as our sole focus is the driving force to our current and future success.

We hope our proposal today adds to our already positive relationship, where our mission is put to work meeting your information security objectives.

Respectfully yours,

Evan Francen
FRSecure Founder & CEO

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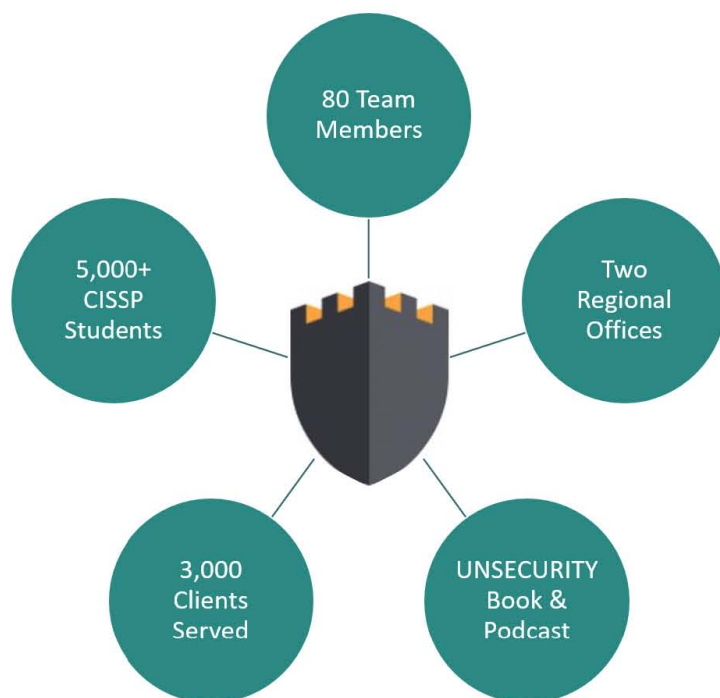
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Document ID: FRSQ 4380



FRSECURE[®] Security Experts on a Mission

The information security industry is broken. We are on a mission to fix it. By staying true to our mission, our commitment to product agnostic services and living our core values, we've developed a community of like-minded individuals, clients and partners. All we do is information security.



Consulting & Compliance Services

- Security Risk Assessment
- Virtual CISO
- Remediation Planning & Support
- PCI DSS Compliance & Audit
- HIPAA Compliance
- GDPR & CCPA Compliance
- SOC 2 Readiness
- NIST & CMMC Compliance
- ISO Audit Readiness

Technical Services

- Network Penetration Testing
- Web Application Penetration Testing
- Wireless Network Penetration Testing
- Physical Penetration Testing
- Vulnerability Testing
- Social Engineering
- Digital Forensics
- Incident Response

Additional Information Available on FRSecure.com

- Team Certifications
- Team Profiles
- Industry Expertise
- Free Tools
- Blogs & Security Advice
- CISSP Mentor Program Details

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Statement of Work

The information contained within this document is a proposal and formal statement of work, if accepted by Charles City Community School District by execution of this document.

Engagement Overview

Purpose and Objective	Proposed Solution	Timing
Access to expert security resources to build an effective and measurable security program	FACT™ Virtual CISO Engagement <ul style="list-style-type: none">Security Risk AssessmentSecurity Program RoadmapVirtual CISO Ongoing Support	12-36 Months

This proposal expires in 90 days. Changes to methodology or scope may be required beyond 30 days of proposal creation.

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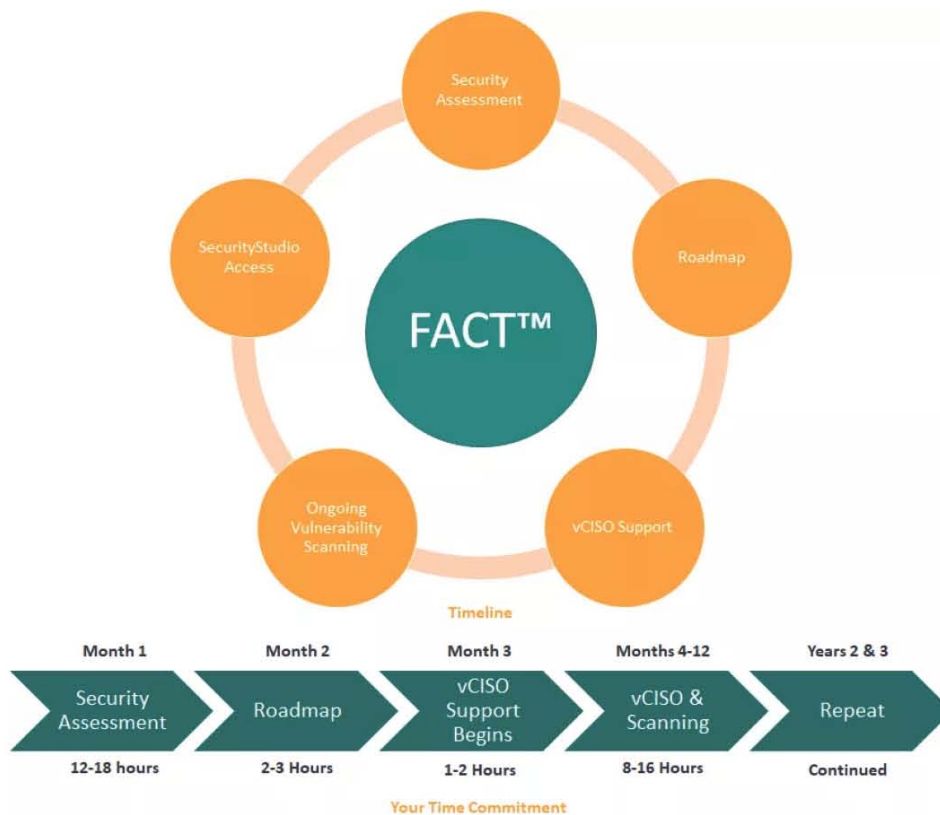
FACT - FRSecure Advanced Construct for Trust

FRSecure has been providing virtual CISO services for over a decade. Our approach is constantly innovated and has gained the support of our clients and peers as a proven method to measurably improve the security posture within organizations of all shapes and sizes.

The FACT system is a constantly tested method of building and improving security programs.

Our team of vCISO's are engaged in fulfilling our mission by fostering relationships through FACT engagements and seeing the measurable results reflect the most efficient and viable security programs we've seen in our many years of practice.

- Communicate the status of your security posture
- Measure security program effectiveness
- Clear priorities for immediate action
- Expand resources on the essentials
- Gain internal support
- Be proactive instead of reactive
- Access security experts
- Defensible, compliant, best practice



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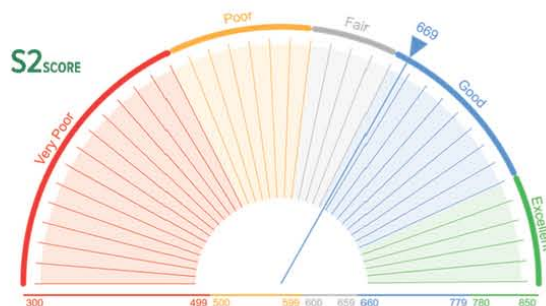


Information Security Risk Assessment

FRSecure's information security risk assessment is meant to find the measurable baseline for your security posture and prioritize remediation efforts the most impactful items. A security assessment is always the first step to building a functioning, measurable security strategy.



	Last Updated
Executive Summary Report A high level report for executive leadership that lays out where the organization's information security program excels and where it is deficient.	Apr 7, 2020
Management Summary Report This report provides a more in-depth look into each phase of the assessment, highlighting strengths and weaknesses that affect the overall S2SCORE.	Apr 7, 2020
Full Report Written with information security professionals in mind, this report breaks down the details of the organization's assessment including tools, logic, and findings.	Apr 7, 2020
Action Plan This report includes recommendations that can be used as a guide to develop detailed action plans that address the identified risks.	Apr 7, 2020



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Security Program Roadmap

Building a functioning, successful security strategy lies in planning and preparation. Once risk is measured and recommendations are identified, the next step is to determine how to address the identified risks, determine who will own the execution of those decisions and when to act. The security program roadmap is designed to facilitate and document each step.



Virtual Chief Information Security Officer (vCISO) Support

FRSecure's vCISO's believe in a positive, mutually beneficial relationship above all else. The "fit" of expertise and personality is as important to the security program as the tasks involved. We believe in providing value at every turn and driving the security posture forward.



Count on FRSecure to provide the best resources possible to help you meet your security objectives. We do not believe that a single best practice or progression of tasks exists for all security programs. Our objective is to build a customized security program for each of our clients and their unique needs.

IR Registration Service

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Setup and registration with FRSecure's IR Registration Service ensures that your organization has a completed Master Services Agreement (MSA) on file, and has provided the FRSecure CSIRT with basic IR plan documents and network configuration in the event its needed by our IR Response team in an emergency situation. This saves valuable triage time and cost, as well as provides an assurance to your insurance provider that FRSecure's team of information security experts can respond without delay.

Methodology detail provided in the Approach and Process section at the end of this proposal.

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Engagement Scope Details

Scope Information	Scope Details
FACT <ul style="list-style-type: none"> - Number of users - Number of physical locations - Number of internal IP addresses - Laptops/Workstations/Servers/Network Devices - Number of active external IP addresses 	<ul style="list-style-type: none"> - Approximately 200 - Charles City IA - Approximately 275 - 15

Engagement Planning

Engagement	Start Date - End Date
FACT Virtual CISO	Q1 2021 - TBD

The success of this engagement will be assured by your Client Success Manager in partnership with our Information Security Experts and Project Management Team.

We encourage you to include the entire team in relevant communications, but please consider your Client Success Manager as your go-to for anything you need.

Every engagement begins with formal initiation procedures.

1. Introductions to respective teams and their roles in the engagement
2. Establishment of communication preferences
3. Confirmation of scope and service levels expectation
4. Confirmation of timing and constraints
5. Engagement completion expectations and due date for deliverables

Support Team

Name	Title	Contact
Troy DeRosier	Senior Account Executive	tderosier@frsecure.com
Liesle Sieber	Client Success Manager	lsieber@frsecure.com
Chad Spoden	Sr. Security Analyst & Solutions Architect	cspoden@frsecure.com
Executive Leadership Team		
John Harmon	President	jharmon@frsecure.com

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Renay Rutter	Chief Operating Officer	rrutter@frsecure.com
Vanae Pearson	Chief Financial Officer	vpearson@frsecure.com

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Engagement Investment

Year 1	Year 2	Year 3
<ul style="list-style-type: none"> Security Risk Assessment - L2 Security Program Roadmap vCISO Support 6 month vulnerability scan IR Registration Service SecurityStudio Platform Access 	<ul style="list-style-type: none"> Updated Security Risk Assessment - L2 Security Program Roadmap vCISO Support 6 month vulnerability scan IR Registration Service SecurityStudio Platform Access 	<ul style="list-style-type: none"> Information Security Risk Assessment - L2 Security Program Roadmap vCISO Support 6 month vulnerability scan IR Registration Service SecurityStudio Platform Access

Name	Price	Term	QTY	Subtotal
FACT™ System				
<input type="radio"/> FACT™ System - 1 year engagement	\$4,825	Per month for 12 months *Invoiced Quarterly	12	\$57,900
<input type="radio"/> FACT™ System - 2 year engagement	\$4,550	Per month for 24 months *Multiyear incentive pricing reflected *Invoiced Quarterly	24	\$109,200
<input type="radio"/> FACT™ System - 3 year engagement	\$4,275	Per month for 36 months *Multiyear incentive pricing reflected *Invoiced Quarterly	36	\$153,900
<input checked="" type="radio"/> Decline FACT™ System	\$0		1	\$0
Stand Alone Options				
<input checked="" type="checkbox"/> Information Security Risk Assessment	\$17,000		1	\$17,000
<input checked="" type="checkbox"/> Security Program Roadmap	\$3,850		1	\$3,850
<input type="checkbox"/> Quarterly Vulnerability Scanning	\$3,500		4	\$14,000
<input type="checkbox"/> IR Registration Service	\$1,000		1	\$1,000
SecurityStudio Platform Access Not separately sold by FRSecure	\$0	Purchased directly from SecurityStudio	0	\$0

Please note that multi-year options typically amortize the 1st and/or 2nd year costs. If Charles City Community School District cancels this agreement prior to the completion of the term selected, Charles City Community School District agrees to pay the full amount of services pursuant to Section 2.E of the Master Services Agreement between Charles City Community School District and FRSecure.

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Contact Information

FRSecure LLC
Attn Vanae Pearson
5909 Baker Road Suite 500
Minnetonka, MN 55345
Phone 612-230-0427
Email vpearson@frsecure.com

Assumptions

FRSecure will provide all of the materials required for the completion of this engagement. FRSecure will rely upon experience, testing, observation, and interviews with Charles City Community School District employees to assess the completeness and effectiveness of Charles City Community School District's information security program. FRSecure will follow all guidance provided by the previously referenced standards for the completion of the work.

The FRSecure information security analyst will review a variety of information including, but not necessarily limited to prior working papers, reviews and current Charles City Community School District diagrams, policies, processes, and procedures.

Assessments that have been conducted follow the standards as noted in the National Institute of Standards in Technology Cybersecurity Framework (NIST CSF), ISO/IEC 27002:2013 international standard, Center for Internet Security (CIS) Controls, & NIST Special Publication 800-53 (NIST SP 800-53).

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Change Management Process

Changes can be made to the scope of this engagement and Statement of Work. Any changes requested by either party should be in writing and signed by both parties indicating acceptance.

Engagement Related Expenses

All engagement related expenses will be billed to the client following FRSecure Client Project Travel And Expense Policy.

Invoicing Details

For one-time project agreements (i.e. assessments), a down payment invoice of 50% will be sent upon acceptance of this proposal and statement of work. The balance is due upon engagement completion of all deliverables to Charles City Community School District. For multi-year or multi-project agreements, a down payment invoice of 50% will be sent at the beginning of the year in each year or term in which the project is performed. The balance is due upon engagement completion of all deliverables to Charles City Community School District. Monthly or quarterly recurring consulting agreements, or projects with an amortized payment schedule, will be invoiced quarterly starting on the 1st day of the first month services begin.

Charles City Community School District may cancel this engagement at any time pursuant to Section 2.E of the Master Services Agreement between Charles City Community School District and FRSecure. Cancellation or rescheduling of an engagement by Charles City Community School District may result in additional fees.

Charles City Community School District may reschedule this engagement at any time and will be invoiced for costs incurred to date including an additional 20% rescheduling fee.

Meetings cancelled by Charles City Community School District less than 5 business days prior to a FRSecure resource commitment of four or more hours, will result in a reschedule fee for time and expenses lost.

Failure to return a workbook from FRSecure within 9 business days will result in a late fee of up to 10% of the project cost.

Note: Prices shown do not include sales tax, if applicable.

Please note, failure by Charles City Community School District to respond to repeated attempts at communications by FRSecure within 90 days of initial communication of project initiation will result in project engagement closeout and Charles City Community School District will be invoiced for full remaining balance due as described in this statement of work.

Customer Acceptance

Charles City Community School District

Signature of Authorized Agent

Date

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Practice Lead

Director of Professional Services & Innovation

BRAD NIGH

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(952) 467-8849



PROFILE

Brad is a passionate information security expert with 20+ years of overall IT experience, including 10+ years of IT management and leadership experience working in 24/7 environments that required top tier technical skills, and efficient project management. In addition, Brad has several years of experience working in highly regulated industries that are required to comply with PCI-DSS, HIPAA, HITECH, Sarbanes-Oxley, OCC, and various state regulatory requirements.

At FRSecure Brad leads the Professional Services practice, serving businesses of all sizes and in all industries by cooperatively solving the complex issues surrounding information security. Brad's goals are ensuring consistent methodology, improving our existing programs, and innovating and continual development of new offerings.

EDUCATIONAL & COMMUNITY SERVICE ENGAGEMENTS

- CISSP Mentorship Program
- FRSecure Workshop Series
- ISC2 Safe & Secure Online Volunteer
- Wayzata Public Schools COMPASS Mentor (Cybersecurity)

CERTIFICATIONS

- Certified Information Security Manager (CISM)
- Certified Information Systems Security Professional (CISSP)
- Certified Security Studio Analyst (CSSA)
- MCSA: Windows Server 2012
- ITIL v.3 Foundations
- Certified Incident Handler (ECIHv2)

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Value Proposition

Based on the conversations between FRSecure and Charles City Community School District to date, we believe we are an excellent fit for your engagement. Here are some additional reasons we believe you should select FRSecure:

- **FRSecure's Methodology** - FRSecure has developed a proprietary approach to assessing information security risks. It's more than a checklist of questions and recorded answers. Our approach gives you a full picture of your risks - prioritized and rated - with recommended solutions, so you know which security investments will have the greatest impact.
- **FRSecure's Project Leader** - All of our project leaders have more than 15 years of information security experience as a leader in, and consultant for hundreds of companies ranging from the Fortune 100 to SMBs. BIO's for our project leaders are available upon request.
- **Full Transparency** - FRSecure strongly believes in empowering our customers. The more knowledge transfer that occurs during our engagement, the more value our customers recognize. FRSecure fully discloses the methods, tools, and configurations used to perform analysis work for our customers in the hope that they can easily adopt our processes for their future benefit.
- **Product Agnostic** - FRSecure does not represent any third-party products or services; on purpose. Our projects and recommendations stand on their own, with no ulterior motive to sell you things you don't really need.

FRSecure Information Security Principles

Our Information Security Principles are fundamental to our everyday work and help us to stay focused on our mission to "Fix the Broken Industry". All our Principles are able to stand by themselves, but they are also solidly interrelated.

1. **A business is in business to make money**
Information security must align with business objectives.
2. **Information Security is a business issue**
Information security is NOT an IT issue.
3. **Information Security is fun**
That's right, we said "FUN"!
4. **People are the biggest risk**
Not technology.
5. **"Compliant" and "secure" are different**
We shouldn't confuse the two.
6. **There is no common sense in Information Security**
If there were, we would have better information security.
7. **"Secure" is relative**
One of many reasons for ongoing measurements and comparisons.
8. **Information Security should drive business**
Identify and focus on information security benefits. Information security shouldn't just be a cost-center.
9. **Information Security is not one size fits all**
No two businesses are exactly alike.
10. **There is no "easy button"**
So stop looking for one.

Client references available upon request

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Approach and Process

[Virtual Chief Information Security Officer \(vCISO\) Support](#)
[The “FACT” System](#)
[Information Security Risk Assessment with S2Org® and S2Score®](#)
[Assessment Deliverables](#)
[S2Score®](#)
[S2Org® Executive Summary Report](#)
[S2Org® Information Security Assessment Full Report](#)
[S2Org® Action Plan](#)
[Security Program Roadmap](#)
[Security Program Roadmap Deliverables](#)
[Virtual Chief Information Security Officer \(vCISO\) Support](#)

The “FACT” System

FRSecure Advanced Construct for Trust

The proven system for ongoing information security program development, management, and communication. A simplified four-step process for the most-effective information security program available for any organization.

Introduction to the FACT™ System

The FACT™ System has been developed over the course of the past 25 years with input from dozens of the best information security experts in our field. The system was developed to solve the following challenges (at a minimum):

- How can I communicate the status of our information security program?
- How can I measure the state of my information security program?
- What are the most important projects and tasks that I should be working on (objectively)?
- Where are my most significant information security risks?
- How do I ensure that the information security investments (time and money) that I’ve made will continue to provide me value for years to come?
- If I had five minutes with the Board of Directors, how could I communicate our current state, our future state, when we’re going to get to the future state, and how much money it’s going to cost?
- How do I get proactive with information security instead of always being reactive?
- How can I only get help with my security program where I need it?
- How do I know that I have the right expertise for information security management; internally and externally?

The FACT™ System answers all these questions and puts you in control of your information security program.

1. Information Security Risk Assessment - The authoritative and comprehensive information security assessment that provides the foundation for the FACT System and your information security program. The S2Score® is the accompanying measurement of information security risk.
2. Information Security Program Roadmap - The roadmap is a working exercise where decisions are made, people are assigned to specific tasks, and timelines are established. The end result is a quantifiable plan for information security that makes sense.

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3. vCISO - the virtual Chief Information Security Officer works only on the tasks that are assigned to him/her. The tasks are actionable and the vCISO is accountable for their completion per the timeline that was established. The vCISO can also hold your staff accountable to the tasks that were assigned to them. There are many things that a vCISO can do for you. The point is that not a single dollar is wasted and everything is measured. There's no guesswork.

Information Security Risk Assessment with S2Org® and S2Score®

The S2Score®, available through the SecurityStudio® software platform is the most objective and comprehensive measurement of information security risk available in the market. It was designed by engineers at FRSecure, who average more than 15 years of information security experience, with these specific objectives in mind:

- Serve as the **foundational** risk score and measurement.
- **Based on risk.** The most effective way to manage information security is based on risk, not on specific controls that may or may not fit for your organization.
- **Easy to understand.** *Easy to understand* and *effective* are not mutually exclusive. In fact, they usually go hand in hand. The most effective information security programs are typically simple and effective. Complexity is often the enemy to good security.
- **Comprehensive.** Information security is not an IT issue; it is a business issue.
- **Objective.** Scoring is as objective as is possible given what we know about threats, vulnerabilities, exploits and risk in general. Each assessed control is given a risk metric based on professional opinions, best practices, and real-life data.
- **Clear and free from technical jargon.** Terms like “NextGen”, “Internet of Things” (IoT), “Advanced Persistent Threats” (APT), etc. are all avoided as much as possible.
- **Industry accepted and credible.** The assessment leverages and references current security frameworks and standards such as ISO/IEC 27001:2013 and the NIST Cybersecurity Framework (CSF). This is very good news for organizations that have built their information security programs per one or more of these frameworks and helps to lend to the credibility of the assessment.
- **One-stop.** The type of assessment that can be used to measure the effectiveness of the security program, provide high-quality next steps (or recommendations), demonstrate regulatory compliance (HIPAA, GLBA, and others), and allow for effective cyber insurance underwriting*

*NOTE: The S2Score® is **approved for cyber insurance underwriting** submission through Node International and Lloyd's of London.

The S2Org® Assessment is built to be the definitive and best information security risk assessment methodology available with reporting designed to be easy to manage and actionable.

Each phase, control category, control subcategory, and the overall S2Org® assessment is calculated based upon

1. The size of the organization
2. The industry in which the organization operates
3. Historical threat and incident data obtained from a variety of source.

Scope

The intended scope for the S2Org® is the entire organization. Information security is a very broad topic so to ensure a comprehensive assessment, that is still easy to understand, the S2Org® assessment is segmented into four (4) phases.

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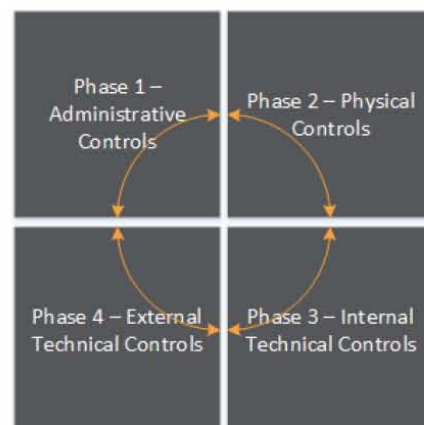
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The four phases of a S2Org® assessment are:

- **Phase 1: Administrative Controls** - The “people” part of security, including risk management, security governance, policies, standards, training and employee awareness.
- **Phase 2: Physical Controls** - Physical controls are an essential and often overlooked part of your security strategy. How much does your anti-virus protection mean to you if someone steals your server?
- **Phase 3: Technical Controls (Internal)** - We affectionately call this “the gooey center”. Most organizations do a pretty good job at securing the technical perimeter (firewalls, intrusion detection, etc.), but sometime neglect the controls that are essential for an effective defense-in-depth strategy.
- **Phase 4: Technical Controls (External)** - This category covers how effective your organization is at securing the perimeter of your network.



The S2Org™ process is simple and efficient. We understand that our clients have other work to do, so the process needs to be focused and time-sensitive. Each phase of the S2Org® assessment is slightly different in the manner that information is gathered and assessed.

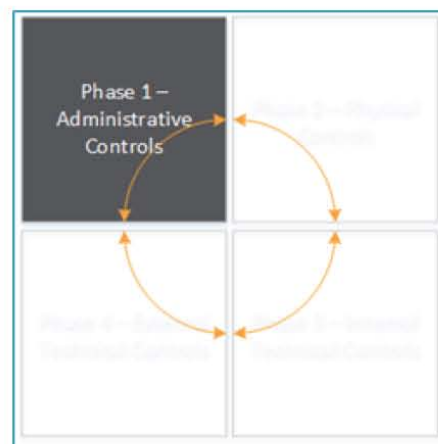
Phase 1 - Administrative Security Controls Assessment

Administrative Controls form the framework for managing an effective security program and they are sometimes referred to as the “human” part of information security. Administrative Controls inform people on how organizational leadership expects day-to-day operations to be conducted and they provide guidance on what actions or activities workforce members are expected to perform. Common Administrative Controls include policies, awareness training, guidelines, standards, and procedures.

Administrative Controls are derived from the NIST Cybersecurity Framework (CSF), ISO/IEC 27001:2013, NIST SP 800-53, and the CIS Critical Security Controls for reference, comparison, gap analysis, and risk rating.

Where there are *applicable* gaps, the following metrics are applied using the S2Org® proprietary algorithm:

- **Information Security Maturity (“ISM”)** - a measure of control quality and maturity,
- **Likelihood** of an adverse event or realized threat, and the potential **Impact** suffered by the organization; resulting in a **Risk Rating**.



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Phase 1 - Administrative Security Controls is further segmented into the following 10 control categories which contain a total of 42 subcategories:

Control	Risk Management
1.1	Risk management practices and integration
Control	Information Security Governance
2.1	Policies for information security
2.2	Review of the policies for information security
2.3	Security roles and responsibilities
2.4	Segregation of duties
Control	Human Resources Security
3.1	Screening
3.2	Management responsibilities
3.3	Information security awareness, education, and training
3.4	Specialized information security education and training
3.5	Termination or change of employment responsibilities
Control	Asset Management
4.1	Inventory of assets
4.2	Classification of information
4.3	Management of removable media
4.4	Disposal of media
Control	Access Control
5.1	Access control policy
5.2	User registration and de-registration
5.3	Use of secret authentication information
5.4	Secure log-on procedures
Control	Cryptography
6.1	Policy on the use of cryptographic controls

Control	Security Operations
7.1	Mobile device policy
7.2	Teleworking
7.3	Documented operating procedures
7.4	Change management
7.5	Controls against malware
7.6	Information backup
7.7	Event logging
7.8	Installation of software on operational systems
7.9	Management of technical vulnerabilities
7.10	Information systems audit controls
7.11	Segregation in networks
7.12	Information transfer policies and procedures
7.13	Information security requirements analysis and specification
7.14	System acceptance testing
7.15	Information security policy for supplier relationships
Control	Incident Management
8.1	Incident management roles and responsibilities
8.2	Incident response procedures
Control	Business Continuity Management
9.1	Planning information security continuity
9.2	Recovery plan details
Control	Compliance
10.1	Identification of applicable legislation and contractual requirements
10.2	Privacy and protection of personally identifiable information
10.3	Independent review of information security
10.4	Compliance with security policies and standards

The Administrative Controls are assessed through:

1. Documentation review
2. Interviews with the FRSecure Analyst
3. Observations made by the FRSecure Analyst

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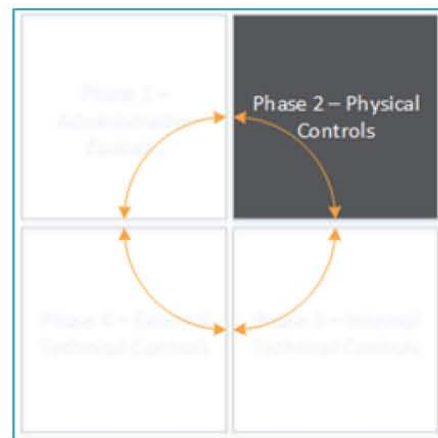
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Phase 2 - Physical Security Controls Assessment

Physical Controls are the security controls that can often be touched and provide physical security to protect your information assets. Common physical controls include doors, locks, camera surveillance, and alarm systems.

Phase 2 of the S2Org® assessment is a review of these, and other, physical security controls and associated risks. Focus for the Phase 2 of the assessment will be on where critical information resources are physically located.



Phase 2 takes the following into consideration to generate a definitive risk score:

Control	Crime Index
1.1	Crime Index
Control	Natural Disasters
2.1	Natural Disasters
Control	Secure Areas
3.1	Physical Security Perimeter
3.2	Physical Entry Controls
3.3	Securing Offices, Rooms, and Facilities
3.4	Protecting Against External and Environmental Threats
3.5	Working in Secure Areas
3.6	Delivery and Loading Areas
Control	Equipment
4.1	Equipment Siting and Protection
4.2	Supporting Utilities
4.3	Cabling Security
4.4	Equipment Maintenance
4.5	Removal of Assets
4.6	Security of Equipment and Assets Off-Premises
4.7	Secure Disposal or Re-use of Equipment
4.8	Unattended User Equipment
4.9	Clear Desk and Screen Policy

The Physical Controls are assessed through:

1. Documentation review
2. Interviews with the FRSecure Analyst
3. Observations made by the FRSecure Analyst

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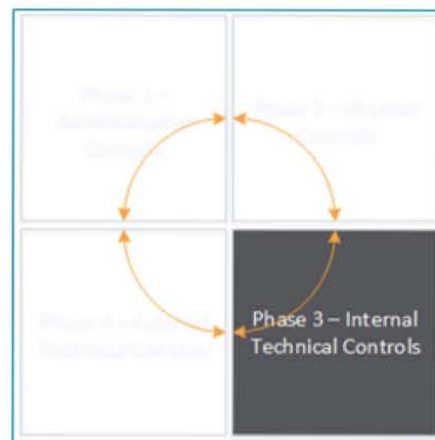


Phase 3 - Internal Technical Controls Assessment

Internal Technical Controls are the controls that are technical in nature and used within your organization's technical domain (inside the gateways or firewalls). Internal technical controls include things such as firewalls, intrusion prevention systems, anti-virus software, and mobile device management (MDM).

Phase 3 reviews these controls using a combination of interviews with staff and use of tools to perform:

- Vulnerability scanning on the internal network(s),
- Tests for password policies, system permissions, required auditing and system settings that are common in all networks.
- Tests for user auditing settings, such as their password complexity and logging access failures and logons that are common in all networks.
- Tests against known good configurations



Phase 3 of the S2Org® assessment consists of the following control sections:

Control	Network Connectivity
1.1	Internet
1.2	Wide Area Network (WAN)
1.3	Local Area Network (LAN)
1.4	Wireless Local Area Network (WLAN)
Control	Remote Access
2.1	User Remote Access
2.2	Third Party Remote Access
Control	Directory Services
3.1	Directory Security
3.2	Directory Policy
3.3	Directory Resilience
Control	Servers and Storage
4.1	Server Software
4.2	Server Hardware
4.3	Storage
Control	Client Systems
5.1	Client Software
5.2	Client Hardware

Control	Mobile Devices
6.1	Phones and Tablets
6.2	Laptops
Control	Logging, Alerting, and Monitoring
7.1	Performance
7.2	Events and Incidents
7.3	Aggregation and Correlation
7.4	Trust
Control	Vulnerability Management
8.1	Microsoft Software and Applications
8.2	Non-Microsoft Operating Systems
8.3	Non-Microsoft Applications
8.4	Validation
Control	Backup and Recovery
9.1	Backups
9.2	Storage
9.3	Disaster Recovery and Business Continuity
9.4	Validation

FRSecure discloses the tools, methods, and configurations employed during testing to enable your personnel to conduct future testing on a regular basis.

The Internal Technical Controls are assessed through:

1. Documentation review
2. Interviews with the FRSecure Analyst
3. Observations made by the FRSecure Analyst
4. Tools run by FRSecure or your personnel

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Phase 4 - External Technical Controls Assessment

External technical controls are technical in nature and are used to protect outside access to your organization's technical domain (outside the gateways or firewalls). External technical controls consist of search engine indexes, social media, DNS, port scanning, and vulnerability scanning.

The primary objective of the External Technical Controls Assessment and testing exercise is to identify significant vulnerabilities that pose a risk of unauthorized information disclosure, alteration, and/or destruction through publicly accessible* information resources.

*Publicly accessible is defined as those resources which are purposefully or accidentally made available through the Internet.



Phase 4 of the S2Org® assessment consists of the following control sections:

Control	Best Practices
1.1	Generally-accepted Best Practices
Control	Reconnaissance
2.1	Internet Search
2.2	Social Media
2.3	Shodan HQ
2.4	Domain Name System
Control	Enumeration
3.1	Open Ports
3.2	Administrative Logins
3.3	Non-public Resources
Control	Vulnerabilities
4.1	Critical-severity Vulnerabilities
4.2	High-severity Vulnerabilities
4.3	Medium-severity Vulnerabilities

The External Technical Controls are assessed through:

1. Documentation review
2. Interviews with the FRSecure Analyst
3. Tool and manual testing conducted by the FRSecure Analyst

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Assessment Deliverables

Charles City Community School District will be provided with the following deliverables as part of this engagement:

S2Score®

One of the most important end results from the S2Org® assessment engagement is your S2Score®. You will be provided with your overall S2Score® as well as a S2Score® for each Phase, control category, and individual control sub-category. This is important for your organization as you identify your most significant risks and prioritize remediation.

The S2Score® can be used to communicate your “risk score” to interested parties and is a definitive risk calculation.

The overall S2SCORE (or risk rating) is **707.31**.

707.31 Good

The S2Score® is represented on a scale of 300 - 850.

- 300 - 500 is generally considered to be “**Very Poor**”
- 501 - 599 is generally considered to be “**Poor**”
- 600 - 659 is generally considered to be “**Fair**”
- 660 - 779 is generally considered to be “**Good**”
- A score equal to or higher than 780 is generally considered to be “**Excellent**”

Most organizations should be striving to attain and maintain a score of 660 or higher.

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S2Org® Executive Summary Report

The S2Org® Executive Summary report is written in plain English with comparisons to other organizations; with a similar profile. It provides the necessary information to quickly understand where your organization's information security program excels and where it is deficient. The snapshot views allow solid decision-making now (tactically) and into the future (strategically).

S2SCORE Scale



S2SCORE Average Across Industries

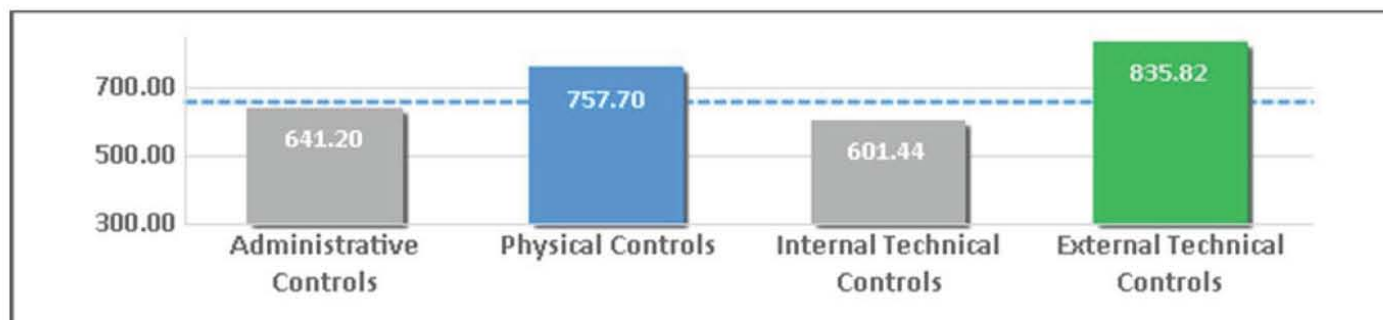
Industry: All Industries



The average S2SCORE is **768.29** across all industries. According to our calculations, there is roughly 7.9% more risk in the Fossa University information security program than other programs in similar organizations.

S2SCORE Phase-by-Phase Comparison

There are four phases in a Full S2SCORE : Administrative Controls, Physical Controls, Internal Technical Controls, and External Technical Controls. An "acceptable" level of security is 660.



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S2Org® Information Security Assessment Full Report

The S2Org® Full Report is written with information security professionals in mind. All the details involved with what was assessed, how it was assessed (including tools and logic), findings, and recommendations are provided. The S2Org® Full Report is also supported with numerous other documents, technical testing results, and raw data. All supporting information is referenced and provided.

How to Use This Report

There are four primary purposes for this report:

1. To understand how mature your organizations's information security program is.
2. To understand where your organizations's information security risks are.
3. To build a plan of action on how you should address your most significant unacceptable risks.
4. To demonstrate compliance with industry regulations (HIPAA, GLBA, and others) and customers/business partner requirements

In order to gain the most benefit from the contents of this report, it is recommended that you read the report in its entirety and develop a plan of action. Information security is a lifecycle discipline that requires a long-term commitment. In order to get the most benefit from this report, create an action plan for your organization.

Control	Risk Management	Maturity	S2SCORE	
1.1	Risk Management Practices and Integration	3.89	713.01	692.86
1.2	Risk transfer and insurance	4.00		723.08
Control	Information Security Governance	Maturity	S2SCORE	
2.1	Policies for information security	1.00	415.96	483.33
2.2	Review of the policies for information security	0.62		328.95
2.3	Security roles and responsibilities	0.00		300.00
2.4	Segregation of duties	1.43		520.00
Control	Human Resources Security	Maturity	S2SCORE	
3.1	Screening	0.00	476.51	300.00
3.2	Management responsibilities	0.00		300.00
3.3	Information security awareness, education, and training	2.50		565.52
3.4	Specialized information security education and training	1.00		355.00
3.5	Termination or change of employment responsibilities	4.44		751.79
Control	Asset Management	Maturity	S2SCORE	
4.1	Inventory of assets	0.44	565.81	350.00
4.2	Classification of information	0.00		300.00
4.3	Management of removable media	4.25		793.10
4.4	Disposal of media	0.71		359.46
4.5	Cloud service security management	5.00		850.00
Control	Access Control	Maturity	S2SCORE	
5.1	Access control policy	3.50	822.83	725.00
5.2	Account management	5.00		850.00
5.3	Use of authentication information	4.00		850.00
5.4	Secure log-on procedures	4.00		850.00
Control	Encryption	Maturity	S2SCORE	
6.1	Encryption policy and control	5.00	850.00	850.00
Control	Security Operations	Maturity	S2SCORE	

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S2Org® Action Plan

One of the challenges in any assessment is determining what to do with the results. The S2Org® Action Plan is a strategic and tactical plan to tackle the most significant findings from the assessment. This can be used as a comprehensive action plan to track decisions, risk remediation status, and projected dates for actions to be taken.

Section	Control	Control	Recommendation	Priority	Risk	Responsible Party/Person	Steps to address risk	Target Date	Notes	Completion Date
(9) Backup and Recovery	Very Poor	(1) Backups [Very Poor]	Conduct a thorough inventory of all backup data and backup processes. Ensure that all critical systems are backed up sufficiently and often enough to address business requirements. The inventory process should be formalized and integrated with change control processes.	300						
(9) Backup and Recovery	Very Poor	(1) Backups [Very Poor]	All critical systems should be backed up in their entirety, including data and configuration.	300						
(9) Backup and Recovery	Very Poor	(1) Backups [Very Poor]	Ensure that backup data storage is in accordance with established data retention requirements.	300						
(9) Backup and Recovery	Very Poor	(1) Backups [Very Poor]	Ensure that backup data storage is in accordance with established data retention requirements.	300						
(8) Vulnerability Management	Very Poor	(1) Microsoft software and applications [Very Poor]	Threats include metrics/criteria by which the organization will manage vulnerabilities of varying severity. For instance, document that all critical severity vulnerabilities must be remediated/mitigated within 14 days, all high severity vulnerabilities must be remediated/mitigated within 30 days, and so on (or whatever thresholds are feasible in your specific environment).	300						
(8) Vulnerability Management	Very Poor	(1) Microsoft software and applications [Very Poor]	Ensure that all networks and all information assets are included within your vulnerability management program. Make whatever changes necessary to account for all systems/information resources.	300						

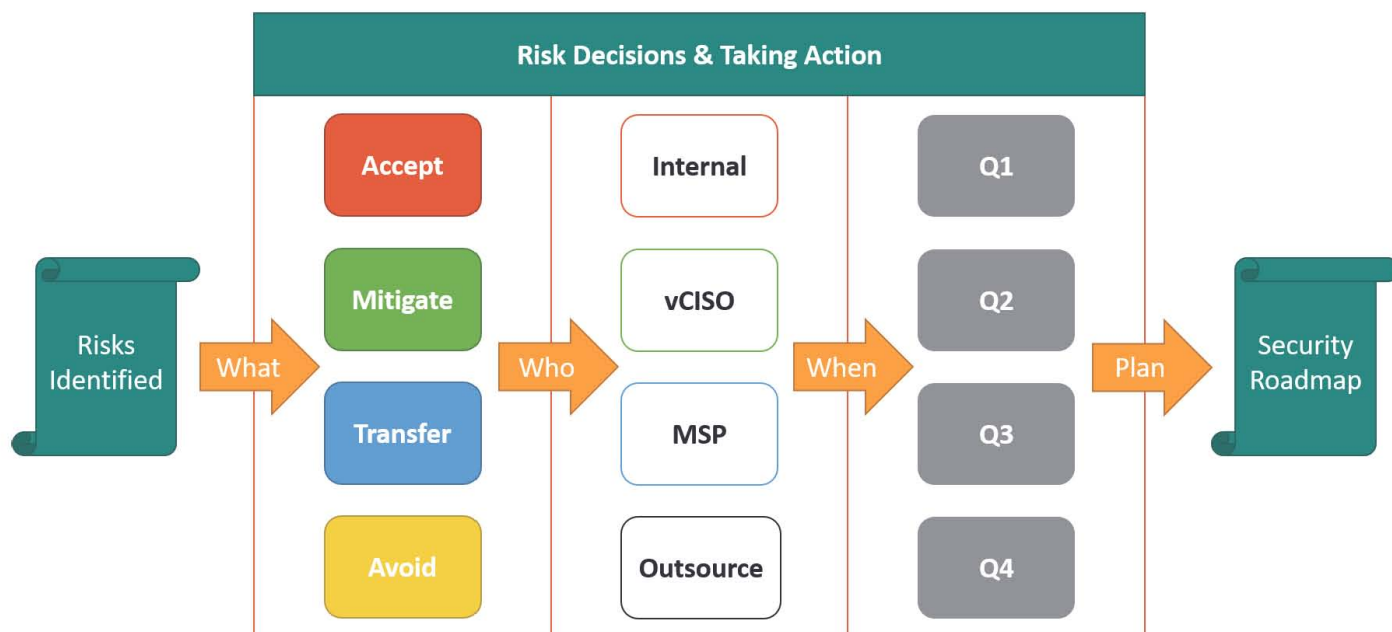
Section	Control	Control	Recommendation	Priority	Risk
(9) Backup and Recovery	Very Poor	(1) Backups [Very Poor]	Conduct a thorough inventory of all backup data and backup processes. Ensure that all critical systems are backed up sufficiently and often enough to address business requirements. The inventory process should be formalized and integrated with change control processes.	300	
(9) Backup and Recovery	Very Poor	(1) Backups [Very Poor]	All critical systems should be backed up in their entirety, including data and configuration.	300	
(9) Backup and Recovery	Very Poor	(1) Backups [Very Poor]	One important responsibility for information resource ownership is defining backup requirements. Identify information resource owners and ensure that they are consulted on backup requirements.	300	
(9) Backup and Recovery	Very Poor	(1) Backups [Very Poor]	Ensure that backup data storage is in accordance with established data retention requirements.	300	
(8) Vulnerability Management	Very Poor	(1) Microsoft software and applications [Very Poor]	Define the acceptable thresholds for vulnerability management. Thresholds include metrics/criteria by which the organization will manage vulnerabilities of varying severity. For instance, document that all critical severity vulnerabilities must be remediated/mitigated within 14 days, all high severity vulnerabilities must be remediated/mitigated within 30 days, and so on (or whatever thresholds are feasible in your specific environment).	300	

Security Program Roadmap

Engagement Summary

The primary purpose of the Security Program Roadmap is to empower you to be able to choose which tasks you want to take on and which tasks you want to assign to external resources, and provide a strategic Roadmap for completion of all tasks. All actions are measurable and easily communicated.

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Improvement comes through putting the recommendations from the assessment into practice by:

1. Making risk-based decisions about what to do with each recommendation.
2. Assigning responsibility for actions that must be taken.
3. Determining the priority for such actions and assigning deadlines/timelines.

Activities for the Roadmap are driven from the S2Org® assessment.

The FRSecure Analyst creates the initial roadmap (or plan) for your information security program over the next 12, 24, and 36 months

The Security Program Roadmap tackles the planning of “what”, “who”, and “when” for information security improvement:

- What are we going to do with each of the findings and recommendations from the S2Org®? There are four viable options for decision-making:
 - *Accept* - the risk “as-is” and take no corrective actions but continue to monitor the risk
 - *Mitigate* - the risk and do what the recommendation says (or similar)
 - *Transfer* - the risk and/or defer it for insurance (or similar)
 - *Avoid* - the risk and stop doing the actions that led to the risk in the first place
- Who is going to do the actions and carry out the decisions that were made? Decisions such as “Mitigate” and “Avoid” made in the previous step will require somebody to do something. Some of the tasks and/or projects can be done internally with your own resources and some of the tasks and/or projects will require outside assistance. Those tasks and/or projects that require outside assistance can be assigned to the vCISO (Step 4) and some of the tasks and/or projects can be assigned to another party.
- When will the actions need to be taken to achieve your goals? It’s best to assign the tasks and/or projects to a timeline based on quarters to accommodate day-to-day operational challenges along the way.

The information from S2Org® and the Roadmap can be easily communicated to stakeholders (Board of Directors, executive management, examiners/regulators, customers, etc.) includes:

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- What our current S2Score® is.
- What our S2Score® goal is.
- What tasks and/or projects are necessary to meet objectives.

Security Program Roadmap Deliverables

The Security Program Roadmap will provide Charles City Community School District with the strategic and tactical steps needed to improve and sustain the information security program and help justify information security investments. Some of the tasks in the Roadmap can be handled by you and your staff; other tasks may be outsourced.

Responsible Party	Title/Company	Roles	Availability (Hr/week)	Hours/Quarter	Availability Key
FRSECURE	FRSecure	vCISO	2	24	Based on 12 weeks/quarter
IT Director	IT Director		8	96	Availability/Week Hours/Quarter
Infrastructure Engineer	Infrastructure Engineer		8	96	4 days (32 h) 384
Dir of Dev Ops	Dir of Dev Ops		4	48	3 days (24 h) 288
MSP	MSP		16	192	2 days (16 h) 192
Compliance Officer	Compliance Officer		8	96	1 day (8 h) 96
Human Resources	Human Resources		4	48	4 hours 48
Security Engineer			32	384	2 hours 24

Target Date	Total Work Effort	Estimated Total Work Hours	Estimated Work Hours Remaining	Percent Complete
2018 Q3	19	152	128	16%
2018 Q4	14	112	112	0%
2019 Q1	13	104	104	0%
2019 Q2	12	96	96	0%
2019 Q3	22	176	176	0%

Section	Control Score	Control	Recommendation	Priority	Risk Action	Commitment Level	Complexity	Target Date	Responsible Person
(8) Incident Management	Very Poor	(2) Incident response procedures (Very Poor)	There are times when it is important to preserve evidence and perform a forensic investigation of an incident. The best time to determine if a forensic investigation will be necessary is very early on in the incident response process. Determine when forensic investigations will be necessary (define criteria) and how forensic investigations should be conducted. Document the criteria in the incident response process; however, it may make sense to create separate forensic procedures as a complement.	300	Reduce (Mitigate)	Not Started	Somewhat Easy	2017-Q4	External-vCISO
(8) Incident Management	Very Poor	(2) Incident response procedures (Very Poor)	All incidents should be categorized according to specific criteria. Categorization should include the incident type and severity, at a minimum.	300	Reduce (Mitigate)	Not Started	Easy	2017-Q4	External-vCISO
(8) Incident Management	Very Poor	(2) Incident response procedures (Very Poor)	Define the criteria from which the incident response procedures will be updated. Criteria could include change control processes, annual review, current events, test results, etc.	300	Reduce (Mitigate)	Not Started	Easy	2017-Q4	External-vCISO
(7) Security Operations	Very Poor	(8) Management of technical vulnerabilities (Very Poor)	The organization should define roles and responsibilities associated with technical vulnerability management, including vulnerability monitoring, vulnerability risk assessment, patching, asset tracking, and any coordination responsibilities required.	342	Reduce (Mitigate)	In Progress	Easy	2017-Q4	Internal-John
(7) Security Operations	Very Poor	(8) Management of technical vulnerabilities (Very Poor)	Roles and responsibilities for all facets of technical vulnerability management, including vulnerability monitoring, vulnerability risk assessment, patching, asset tracking, and any coordination responsibilities required, should be defined and documented.	342	Reduce (Mitigate)	In Progress	Easy	2017-Q4	Internal-John

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Section	Control Score	Control	Recommendation	Priority
(3) Human Resources Security	Very Poor	(4) Specialized information security education and training [Very Poor]	Privileged user accounts pose a serious risk to the organization if their use isn't strictly controlled. All users who are given access to a privileged account should be given specialized training and instruction.	300
(3) Human Resources Security	Very Poor	(4) Specialized information security education and training [Very Poor]	Develop a policy for the approval, use, and removal of privileged user accounts. All users of such accounts should be briefed on the policy and formally trained.	300
(3) Human Resources Security	Very Poor	(4) Specialized information security education and training [Very Poor]	Develop policy and procedures for the approval of third-party user access, develop specific information security training for third-party users, and ensure that all third-party users attend training and maintain compliance with all of the organization's information security requirements.	300

Virtual Chief Information Security Officer (vCISO) Support

FRSecure's vCISO's believe in a positive, mutually beneficial relationship above all else. The "fit" of expertise and personality is as important to the security program as the tasks involved. We believe in providing value at every turn and driving the security posture forward.

Count on FRSecure to provide the best resources possible to help you meet your security objectives. We do not believe that a single best practice or progression of tasks exists for all security programs. Our objective is to build a customized security program for each of our clients and their unique needs.

The Base vCISO is an engagement with the simplest set of objectives:

1. Lead a scheduled monthly Information Security meeting to ensure FISASCORE® Roadmap progress and discuss any incidents, open items, and upcoming FISASCORE® Roadmap activity.
 - Sample of the agenda for the monthly call
 - Procedural Items:
 - Review Roadmap Progress
 - Management of Removable Media
 - Implement change controls
 - Information Security Awareness Training
 - Items for Discussion/Recommendation
 - Any items from previous meeting's call for agenda items
 - Review Incidents
 - High level recap, if no incidents document no incidents
 - Action Items
 - Upcoming Roadmap activity
 - Implement change controls
 - Backup Encryption
 - Formalized employment change process
 - Next Meeting - call for agenda items:
2. Serve as strategic executive information security resource to leadership and staff.
3. Provide answers to questions related to roadmap remediation activities, or client and partner questionnaires
4. Transfer knowledge
5. Demonstrate measurable results to the security program

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Common vCISO Support Inclusions	Common Separate Engagements
Phone and e-mail support	24/7 phone & e-mail support through special projects
Monthly scheduled meeting	Weekly or daily meetings
Access specialty resources at FRSecure	Prolonged consulting on PCI compliance or SAQ completion
Security news & trending vulnerability updates	Penetration testing
Regulatory compliance guidance	Formal SOC2 readiness analysis
Incident response support	Digital forensics
Policy templates and guidance	Policy writing
Technology recommendations & opinions	RFP construction and facilitation
Board and executive presentations	Annual meeting training
Client questionnaire support	Completing SIG questionnaires
Security program roadmap adjustments & guidance	Business continuity planning & implementation
Knowledge transfer & mentorship	Staff training sessions
Compliance audit support	PCI-DSS report on compliance (ROC) audit

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November 23, 2020

Instructional Support Program
Resolution to Consider Continued Participation

AGENDA ITEM

CHARLES CITY COMMUNITY SCHOOL DISTRICT

Instructional Support Levy

Resolution to Consider Continued Participation in the Instructional Support Program

**NOTICE MUST BE GIVEN PURSUANT TO IOWA CODE
CHAPTER 21 AND THE LOCAL RULES OF THE SCHOOL
DISTRICT.**

The President of the Board called up for consideration the Resolution to Consider Continued Participation in the Instructional Support Program which requires that a public hearing be held on this proposal.

Director _____ introduced the following Resolution and moved its adoption. Director _____ seconded the motion to adopt. The roll was called and the vote was:

AYES: _____

NAYS: _____

The President declared the Resolution adopted as follows:

RESOLUTION

TO CONSIDER CONTINUED PARTICIPATION IN THE INSTRUCTIONAL SUPPORT PROGRAM

WHEREAS, the Board of Directors has approved a five (5) year finance plan, which anticipates the level of funding that will be possible to continue the current level of services and to fund the ongoing programs of the School District; and

WHEREAS, the Board of Directors wishes to consider continued participation in the Instructional Support Program as provided in Iowa Code sections 257.18 through 257.27; and

WHEREAS, the authorization for the Instructional Support Program will expire on June 30, 2022; and

WHEREAS, this resolution sets forth the proposal of the Board of Directors, including the method that will be used to fund the program; and

WHEREAS, notice of the time and place of a public hearing must be published:

NOW, THEREFORE, it is resolved:

1. The Board of Directors wishes to consider Continued participation in the Instructional Support Program as provided in Iowa Code sections 257.18 through 257.27, for a period of five (5) years, commencing the fiscal year ending June 30, 2023.
2. The additional funding for the Instructional Support Program for a budget year shall be determined annually, and shall not exceed ten percent (10%) of the total regular program district cost for the budget year and moneys received under Iowa Code section 257.14 as a budget adjustment for the budget year.
3. Moneys received by the District for the Instructional Support Program may be used for any general fund purpose.
4. The Instructional Support Program shall be funded by instructional support state aid and a combination instructional support property tax levied annually upon the taxable property within the School District commencing with the levy of property taxes for collection in the fiscal year ending June 30, 2023, and instructional support income surtax imposed annually, the percent of income surtax to be determined by the Board for each budget year to be imposed upon the state individual income tax of each individual income taxpayer resident in the School District on December 31, 2022, and each year thereafter.
5. The Secretary is authorized and directed to give notice of a public hearing to be held in the High School Library, Charles City Community School District, Charles City, Iowa on December 14, 2020, 6:15 o'clock P.M.
6. Following the public hearing the Board intends to take action on the question whether to consider Continued participation in the Instructional Support Program.

PASSED AND APPROVED this ____ day of _____, 20__.

_____ President

ATTEST:

Secretary

TO BE PUBLISHED NOT LESS THAN 10 BUT NOT MORE THAN 20 DAYS BEFORE THE DATE OF THE PUBLIC HEARING

NOTICE OF CONSIDERATION OF PROPOSAL TO CONTINUE PARTICIPATE IN THE
INSTRUCTIONAL SUPPORT PROGRAM FOR THE CHARLES CITY COMMUNITY SCHOOL
DISTRICT

Notice is hereby given that the Board of Directors of the Charles City Community School District in the Counties of Floyd and Chickasaw, State of Iowa, will hold a hearing upon its resolution to consider continued participation in the Instructional Support Program. The hearing will be held in the High School Library, Charles City Community School District, Charles City, Iowa on December 14, 2020, 6:15 o'clock P.M.

The Board of Directors is considering continued participation in the Instructional Support Program as provided in Iowa Code sections 257.18 through 257.27 for a period of five (5), commencing with the fiscal year ending June 30, 2023.

Additional funding for the Instructional Support Program for a budget year will be determined annually by the Board of Directors, and will not exceed ten percent (10%) of the total regular program district cost for the budget year and moneys received under Iowa Code section 257.14 as a budget adjustment for the budget year.

Moneys received by the District for the Instructional Support Program may be used for any general fund purpose.

The Instructional Support Program shall be funded by instructional support state aid and a combination instructional support property tax levied annually upon the taxable property within the School District commencing with the levy of property taxes for collection in the fiscal year ending June 30, 2023, and instructional support income surtax imposed annually, the percent of income surtax to be determined by the Board for each budget year to be imposed upon the state individual income tax of each individual income taxpayer resident in the School District on December 31, 2022, and each year thereafter.

CHARLES CITY COMMUNITY SCHOOL DISTRICT

By: _____
Secretary

STATE OF IOWA)
) SS:
COUNTY OF FLOYD & CHICKASAW)

PUBLICATION CERTIFICATE

I certify that I am now the elected and acting Secretary of the Board of Directors of the Charles City Community School District in the Counties of Floyd and Chickasaw, State of Iowa, and that as Secretary of the Board of Directors and by full authority from the Board of Directors, I caused a

NOTICE OF CONSIDERATION OF PROPOSAL TO CONTINUE PARTICIPATE IN THE
INSTRUCTIONAL SUPPORT PROGRAM FOR THE CHARLES CITY COMMUNITY SCHOOL
DISTRICT

of which the clipping annexed to the publisher's affidavit attached is a complete copy published at least once, not less than ten clear days nor more than twenty days prior to the date of the public hearing, in the Charles City Press, a legal newspaper published regularly and has a general circulation within the District, and that the Notice was published in the newspaper in all of the issues published and circulated on the following date:

_____, 20__

which was at least ten (10) days before the hearing.

Dated this _____ day of _____, 20__.

Secretary, Charles City Community School District

ATTACH AFFIDAVIT OF PUBLICATION

CERTIFICATE

STATE OF IOWA)
) SS:
COUNTY OF FLOYD & CHICKASAW)

I, the Secretary of the Board of Directors of the Charles City Community School District in the Counties of Floyd and Chickasaw, State of Iowa, certify that attached is a complete copy of the portion of the corporate records showing proceedings of the Board meeting held on the date indicated in the attachment and remain in full force and effect; that the meeting and all action was publicly held in accordance with a notice of meeting and a tentative agenda which was timely served on each member of the Board and posted on a bulletin board or other prominent place easily accessible to the public and clearly designated for that purpose at the principal office of the Board (a copy of the agenda is attached) pursuant to the local rules of the Board and the provisions of Iowa Code chapter 21 and upon reasonable advance notice to the public and media at least twenty-four hours prior to the commencement of the meeting as required by law and with members of the public present in attendance; I further certify that the individuals named lawfully possessed their respective offices as indicated, that no Board vacancy existed except as stated and that no controversy or litigation is pending or threatened involving the incorporation, organization, existence or boundaries of the School or the right of the individuals named as officers.

DATED this _____ day of _____, 20__.

Secretary of the Board of Directors of the Charles
City Community School District

ITEMS TO INCLUDE ON AGENDA

CHARLES CITY COMMUNITY SCHOOL DISTRICT

Approximately \$8,900,000 School Infrastructure Sales, Services and Use Tax Revenue Refunding Bonds

- Resolution Fixing Date for a Hearing on the Proposed Issuance of Approximately \$8,900,000 School Infrastructure Sales, Services and Use Tax Revenue Refunding Bonds

**NOTICE MUST BE GIVEN PURSUANT TO IOWA CODE CHAPTER 21
AND THE LOCAL RULES OF THE SCHOOL DISTRICT.**

November 23, 2020

The Board of Directors of the Charles City Community School District, State of Iowa, met in _____ session, in the High School Library, Charles City, Iowa, at 6:15 P.M., on the above date. There were present President _____, in the chair, and the following named Board Members:

Absent: _____

Vacant: _____

* * * * *

The President of the Board of Directors of the Charles City Community School District (the "School District") called up for consideration the Resolution Fixing the Date for a Public Hearing on the Proposed Issuance of Approximately \$8,900,000 School Infrastructure Sales, Services and Use Tax Revenue Refunding Bonds, which requires that a public hearing be held on this proposal.

Director _____ introduced the following Resolution and moved its adoption. Director _____ seconded the motion to adopt. The roll was called, and the vote was:

AYES: _____

NAYS: _____

The President declared the Resolution adopted as follows:

**RESOLUTION FIXING THE DATE FOR A PUBLIC HEARING
ON THE PROPOSED ISSUANCE OF APPROXIMATELY
\$8,900,000 SCHOOL INFRASTRUCTURE SALES, SERVICES
AND USE TAX REVENUE REFUNDING BONDS**

WHEREAS, the School District receives revenue from the State of Iowa Secure an Advanced Vision for Education Fund ("SAVE Revenue") pursuant to Iowa Code Section 423F.2; and

WHEREAS, pursuant to Iowa Code Chapter 423F and an election duly held in accordance therewith on November 5, 2019 approving a revenue purpose statement (the "Revenue Purpose Statement"), the Board of Directors is currently entitled to spend SAVE Revenue for school infrastructure purposes; and

WHEREAS, the Board of Directors is in need of funds for the following school infrastructure project: to currently refund the outstanding School Infrastructure Sales, Services and Use Tax Revenue Bonds, Series 2013, dated July 11, 2013 and the outstanding School Infrastructure Sales, Services and Use Tax Revenue Bonds, Series 2015, dated October 1, 2015, including costs of issuance and a debt service reserve fund if required by the purchaser; and

WHEREAS, the Board of Directors has deemed it necessary and advisable that the District issue School Infrastructure Sales, Services and Use Tax Revenue Refunding Bonds, which may be issued in one or more series over multiple fiscal years pursuant to Iowa Code Section 423F.2 and 423E.5, in the approximate amount of \$8,900,000 for the purpose of providing funds to currently refund the outstanding School Infrastructure Sales, Services and Use Tax Revenue Bonds, Series

2013, dated July 11, 2013 and the outstanding School Infrastructure Sales, Services and Use Tax Revenue Bonds, Series 2015, dated October 1, 2015, including costs of issuance and a debt service reserve fund if required by the purchaser. Any bond proceeds remaining after completion of this project will be used for other school infrastructure projects as authorized by the School District's Revenue Purpose Statement; and

WHEREAS, before said Bonds may be issued, it is necessary to comply with the provisions of Iowa Code Section 423F.4, and to publish a notice of the time and place of the public hearing on the proposal to issue such Bonds; and

WHEREAS, notice of the time and place of a public hearing must be published not less than ten nor more than twenty days before the public hearing in a newspaper having general circulation in the District:

NOW, THEREFORE, it is resolved:

1. A public hearing will be held in the High School Library, Charles City, Iowa, on December 14, 2020, at 6:15 P.M., on the proposal to issue approximately \$8,900,000 School Infrastructure Sales, Services and Use Tax Revenue Refunding Bonds, which may be issued in one or more series over multiple fiscal years pursuant to Iowa Code Section 423F.2 and 423E.5, for the purpose of providing funds to currently refund the outstanding School Infrastructure Sales, Services and Use Tax Revenue Bonds, Series 2013, dated July 11, 2013 and the outstanding School Infrastructure Sales, Services and Use Tax Revenue Bonds, Series 2015, dated October 1, 2015, including costs of issuance and a debt service reserve fund if required by the purchaser. Any bond proceeds remaining after completion of this project will be used for other school infrastructure projects as authorized by the School District's Revenue Purpose Statement.

2. The Secretary is authorized and directed to publish notice of this public hearing in a newspaper having general circulation in the School District. Such publication will be made not less than ten nor more than twenty days ahead of the hearing date, and be in substantially the following form:

NOTICE OF PUBLIC HEARING ON THE PROPOSED
ISSUANCE OF APPROXIMATELY \$8,900,000 SCHOOL
INFRASTRUCTURE SALES, SERVICES AND USE TAX
REVENUE REFUNDING BONDS

Notice is hereby given that the Board of Directors of the Charles City Community School District, in the Counties of Floyd and Chickasaw, State of Iowa, will hold a public hearing upon its proposed issuance of approximately \$8,900,000 School Infrastructure Sales, Services and Use Tax Revenue Refunding Bonds, which may be issued in one or more series over multiple fiscal years, pursuant to Iowa Code Section 423F.2 and 423E.5, for the purpose of providing funds to currently refund the outstanding School Infrastructure Sales, Services and Use Tax Revenue Bonds, Series 2013, dated July 11, 2013 and the outstanding School Infrastructure Sales, Services and Use Tax Revenue Bonds, Series 2015, dated October 1, 2015, including costs of issuance and a debt service reserve fund if required by the purchaser. Any bond proceeds remaining after

completion of this project will be used for other school infrastructure projects as authorized by the School District's Revenue Purpose Statement.

The hearing will be held in the High School Library, Charles City, Iowa, on December 14, 2020, at 6:15 P.M.

PASSED AND APPROVED this 23rd day of November, 2020.

President of the Board of Directors

ATTEST:

Secretary of the Board of Directors

CERTIFICATE

STATE OF IOWA)	
)	SS
COUNTY OF FLOYD)	

I, the undersigned Secretary of the Board of Directors of the Charles City Community School District, in the Counties of Floyd and Chickasaw, State of Iowa, do hereby certify that attached is a true and complete copy of the portion of the corporate records of the School District showing proceedings of the Board, and the same is a true and complete copy of the action taken by the Board with respect to the matter at the meeting held on the date indicated in the attachment, which proceedings remain in full force and effect, and have not been amended or rescinded in any way; that the meeting and all action was duly and publicly held in accordance with a notice of meeting and a tentative agenda, a copy of which was timely served on each member of the Board and posted on a bulletin board or other prominent place easily accessible to the public and clearly designated for that purpose at the principal office of the Board pursuant to the local rules of the Board and the provisions of Chapter 21, Code of Iowa, upon reasonable advance notice to the public and media at least twenty-four hours prior to the commencement of the meeting as required by law and with members of the public present in attendance; I further certify that the individuals named therein were on the date thereof duly and lawfully possessed of their respective offices as indicated therein, that no board vacancy existed except as may be stated in the proceedings, and that no controversy or litigation is pending, prayed or threatened involving the incorporation, organization, existence or boundaries of the School District or the right of the individuals named therein as officers to their respective positions.

WITNESS my hand this _____ day of _____, 2020.

Secretary of the Board of Directors of the
Charles City Community School District

***NEWSPAPER COPY TO BE PUBLISHED AFTER NOVEMBER 24, 2020 AND BEFORE
DECEMBER 4, 2020***

**NOTICE OF PUBLIC HEARING ON THE PROPOSED
ISSUANCE OF APPROXIMATELY \$8,900,000 SCHOOL
INFRASTRUCTURE SALES, SERVICES AND USE TAX
REVENUE REFUNDING BONDS**

Notice is hereby given that the Board of Directors of the Charles City Community School District, in the Counties of Floyd and Chickasaw, State of Iowa, will hold a public hearing upon its proposed issuance of approximately \$8,900,000 School Infrastructure Sales, Services and Use Tax Revenue Refunding Bonds, which may be issued in one or more series over multiple fiscal years, pursuant to Iowa Code Section 423F.2 and 423E.5, for the purpose of providing funds to currently refund the outstanding School Infrastructure Sales, Services and Use Tax Revenue Bonds, Series 2013, dated July 11, 2013 and the outstanding School Infrastructure Sales, Services and Use Tax Revenue Bonds, Series 2015, dated October 1, 2015, including costs of issuance and a debt service reserve fund if required by the purchaser. Any bond proceeds remaining after completion of this project will be used for other school infrastructure projects as authorized by the School District's Revenue Purpose Statement.

The hearing will be held in the High School Library, Charles City, Iowa, on December 14, 2020, at 6:15 P.M.

**CHARLES CITY COMMUNITY SCHOOL
DISTRICT**

Secretary of the Board of Directors

STATE OF IOWA

)

) SS PUBLICATION CERTIFICATE

COUNTY OF FLOYD

)

I certify that I am now the elected and acting Secretary of the Board of Directors of the Charles City Community School District, in the Counties of Floyd and Chickasaw, State of Iowa, and that as Secretary of the Board of Directors and by full authority from the Board of Directors, I caused a

NOTICE OF PUBLIC HEARING ON THE PROPOSED
ISSUANCE OF APPROXIMATELY \$8,900,000 SCHOOL
INFRASTRUCTURE SALES, SERVICES AND USE TAX
REVENUE REFUNDING BONDS

of which the clipping annexed to the publisher's affidavit attached is a complete copy published at least once, not less than ten clear days nor more than twenty days prior to the date of the public hearing, in the *Charles City Press*, a newspaper having general circulation within the District, and that the Notice was published in the newspaper in all of the issues published and circulated on the following date:

_____, 2020

which was at least ten (10) but not more than twenty (20) days before the hearing.

Dated this _____ day of _____, 2020.

Secretary, Charles City Community School
District

ATTACH AFFIDAVIT OF PUBLICATION



Ahlers & Cooney, P.C.
Attorneys at Law

100 Court Avenue, Suite 600
Des Moines, Iowa 50309-2231

Phone: 515-243-7611

Fax: 515-243-2149

www.ahlerslaw.com

Elizabeth A. Grob
515.246.0305
bgrob@ahlerslaw.com

November 16, 2020

VIA E-MAIL

Terri O'Brien
Charles City Community School District
500 N. Grand Avenue
Charles City, IA 50616

Re: Charles City Community School District -Approximately \$7,904,000 School
Infrastructure Sales, Services and Use Tax Revenue Bonds (the "Bonds")

Dear Terri:

The purpose of this Engagement Agreement (the "Agreement") is to disclose and memorialize the terms and conditions under which services will be rendered by Ahlers & Cooney, P.C. as bond counsel to the Charles City Community School District (the "Issuer") in connection with the issuance of the Bonds. The Bonds will be secured by the statewide School Infrastructure Sales, Services and Use Tax Revenues and are being issued to currently refund the outstanding School Infrastructure Sales, Services and Use Tax Revenue Bonds, Series 2013, dated July 11, 2013 and the outstanding School Infrastructure Sales, Services and Use Tax Revenue Bonds, Series 2015, dated October 1, 2015. We understand you have hired Piper Sandler & Co. as Placement Agent to assist the District with this transaction and have not hired a financial adviser. While additional members of our firm may be involved in representing the Issuer on other matters unrelated to the Bonds, this Agreement relates to the agreed-upon scope of bond counsel services described herein.

SCOPE OF ENGAGEMENT

In the role of Bond Counsel, we will provide the following services:

- (1) Subject to the completion of proceedings and execution of documents to our satisfaction, render our legal opinion (the "Bond Opinion") regarding the validity and enforceability of the Bonds, the source of payment and security for the Bonds, and the tax status of the Bonds for federal income tax purposes.
- (2) Prepare and review documents necessary or appropriate to the authorization, issuance and delivery of the Bonds, and coordinate the authorization and execution of such documents.
- (3) Review legal issues relating to the structure of the Bond issue.
- (4) Upon request, assist the Issuer in presenting information to bond rating organizations and providers of credit enhancement relating to the issuance of Bonds.

- (5) File an appropriate Form 8038 with the IRS after Closing.

As bond counsel, our examination will extend to the actions and approvals necessary to authorize the issuance and initial delivery of the Bonds to the original purchaser thereof. Our Bond Opinion does not extend to any re-offering of the Bonds by the original purchaser or other persons. The Bond Opinion will be delivered by us on the date the Bonds are exchanged for their purchase price (the "Closing") and will be based on facts and law existing as of its date. In rendering our Bond Opinion, we will rely upon the certified proceedings and other certifications of public officials and other persons furnished to us without undertaking to verify the same by independent investigation, and we will assume continuing compliance by the Issuer with applicable laws relating to the Bonds. During the course of this engagement, we will rely on the Issuer, and authorized officials, to provide us with complete and timely information on all developments pertaining to any aspect of the Bonds and their security.

The duties covered by a fee for Bonds issued under this engagement are limited to those expressly set forth above. Our fee for a Bond issue **does not** include the following services, or any other matter not required to render our Bond Opinion:

- (a) Assist in the preparation or review of the Offering Documents with respect to the Bonds, or perform an independent investigation to determine the accuracy, completeness or sufficiency of any such document or rendering advice that the Offering Documents do not contain any untrue statement of material fact or omit to state a material fact necessary to make the statements contained therein, in light of the circumstances under which they were made, not misleading.
- (b) We have not been engaged as, and should not be viewed as, disclosure counsel.
- (c) Preparing requests for tax rulings from the Internal Revenue Service, or "no action" letters from the Securities and Exchange Commission.
- (d) Drafting state constitutional or legislative amendments.
- (e) Pursuing test cases or other litigation, such as contested validation proceedings.
- (f) Representing the Issuer in Internal Revenue Service examinations or inquiries, or Securities and Exchange Commission investigations.
- (g) After Closing, providing continuing advice to the Issuer or any other party concerning actions necessary to assure that interest paid on the Bonds will continue to be excludable from gross income for federal income tax purposes (e.g. this Bond Counsel engagement for the Bonds does not include rebate calculations, nor continuing post-issuance compliance activities).

We will provide one or more of the services listed in (a)–(g) upon your request, however, a separate, written engagement will be required before we assume one or more of these duties. The remaining services in this list, specifically those listed in subparts (h)–(k) below, are not included in this Agreement, nor will they be provided by us at any time.

- (h) Acting as an underwriter, or otherwise marketing the Bonds.

- (i) Acting in a financial advisory role.
- (j) Preparing blue sky or investment surveys with respect to the Bonds.
- (k) Making an investigation or expressing any view as to the creditworthiness of the Issuer or of the Bonds.

ATTORNEY-CLIENT RELATIONSHIP

Upon execution of this Agreement, the Issuer will be our client and an attorney-client relationship will exist between us with respect to the issuance of the Bonds. We assume that all other parties will retain such counsel as they deem necessary and appropriate to represent their interests in this transaction. We further assume that all parties understand that in this transaction we represent only the Issuer, we are not counsel to any other party, and we are not acting as an intermediary among the parties. Our services as bond counsel are limited to those contracted for in this Agreement; the Issuer's execution of this Agreement will constitute an acknowledgement of those limitations. Our representation of the Issuer will not affect, however, our responsibility to render an objective Bond Opinion.

Our representation of the Issuer and the attorney-client relationship created by this Agreement will be concluded upon issuance of the Bonds. Nevertheless, subsequent to Closing, we will mail the completed Internal Revenue Service Form 8038-G and prepare and distribute to the participants in the transaction a transcript of the proceedings pertaining to the Bonds.

OTHER REPRESENTATIONS

As you are aware, our firm represents many political subdivisions, companies and individuals. It is possible that during the time that we are representing the Issuer, one or more of our present or future clients will have transactions with the Issuer. We do not believe such representation, if it occurs, will adversely affect our ability to represent you as provided in this Agreement, either because such matters will be sufficiently different from the issuance of the Bonds so as to make such representations not adverse to our representation of you, or because the potential for such adversity is remote or minor and outweighed by the consideration that it is unlikely that advice given to the other client will be relevant to any aspect of the issuance of the Bonds. We will decline to participate in any matter where the interests of our clients, including the Issuer, may differ to the point where separate representation is advisable. The firm historically has arranged its practice to hold such occasions to a minimum and intends to continue doing so. Execution of this Agreement will signify the Issuer's consent to our representation of others consistent with the circumstances described in this paragraph.

FEES

Bond Fees:

The fee we charge for services rendered under this Agreement for the Bonds for which we give a Bond Opinion is based upon: (i) our current understanding of the terms, structure, size and schedule of the financing represented by the Bonds; (ii) the duties we will undertake pursuant to this Agreement; (iii) the time we anticipate devoting to the financing; and (iv) the responsibilities we will assume in connection therewith, we estimate that our fee will not exceed \$17,500. If, at any time, we

believe that circumstances require an adjustment of our original fee estimate, we will advise you. Such adjustment might be necessary in the event: (a) the principal amount of Bonds actually issued differs significantly from the amount stated above; (b) material changes in the structure or schedule of the financing occur; or (c) unusual or unforeseen circumstances arise which require a significant increase or decrease in our time or responsibility. It is not anticipated that it will be necessary for us to personally attend meetings in order to provide the Bond Counsel services outlined above but we will do so in the event that circumstances require.

In addition to our Bond fee, we will bill for all customary client charges made or incurred on your behalf, such as travel costs reimbursement, photocopying, deliveries, computer-assisted research, bond printing, and other related expenses. We estimate that such charges will not exceed \$500. We will contact you prior to incurring expenses that exceed this amount.

Billing Matters:

We will submit a summary invoice for the professional services described herein after Closing. In the event of a substantial delay in completing the financing, we reserve the right to present an interim statement for payment. Unless other arrangements have been agreed upon in advance, we anticipate our statements to be paid in full within thirty (30) days of receipt.

If, for any reason, the financing represented by an issue of Bonds is not consummated or is completed without the delivery of our Bond Opinion, or our services are otherwise terminated, we will expect to be compensated at our normal hourly rates, plus client charges, as described above (not to exceed the fee we would have received if we had rendered our Bond Opinion). My current hourly rate is \$325. Work performed by other attorneys will be billed at their current hourly rate. Associate attorneys begin at \$200, and work by legal assistants will be billed at \$125. The hourly rates reflected herein are subject to our periodic review and adjustment – typically annually.

Other Advice:

If requested, we will maintain one or more separate accounts for periodic services rendered to the Issuer in connection with other matters unrelated to any particular Bond financing. Such services may involve the rendering of advice, opinions or other assistance in connection with such issues including, but not limited to (i) financing alternatives in connection with a particular project, (ii) compliance with lending programs, (iii) the impact of specified actions on tax-exempt status of outstanding Bonds, or (iv) other matters the Issuer may seek advice or guidance upon. Billings for such separate services will be based on our standard hourly rate of the individual attorney performing the services. Statements for any such additional services shall be submitted periodically, but no less frequently than semi-annually.

RECORDS

At your request, papers and property furnished by you will be returned promptly upon receipt of payment for outstanding fees and client charges. Our own files, including lawyer work product, pertaining to the transaction will be retained by us. For various reasons, including the minimization of unnecessary storage expenses, we reserve the right to dispose of any documents or other material retained by us after the termination of this Agreement. It is our practice to retain transcripts for each financing for at least the life of the Bonds. You will be notified prior to destruction of our file, and will have the option to request them, should you desire.

November 16, 2020

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Please carefully review the terms and conditions of this Agreement. ***If the above correctly reflects our mutual understanding, please so indicate by returning a copy of this letter signed and dated by the Board President, retaining the original for your file.***

If you have questions regarding any aspect of the above or our representation as Bond Counsel, please do not hesitate to write or call.

It has been a pleasure to serve you in the past, and we look forward to our continued relationship.

Very truly yours,

AHLERS & COONEY, P.C.

Elizabeth A. Grob

Elizabeth A. Grob

EAG:nj
Enclosures

Accepted and Approved this _____
day of _____, 2020:

CHARLES CITY COMMUNITY SCHOOL DISTRICT

By _____
President of the Board of Directors

01795658-1\18087-032

November 17, 2020

Terri O'Brien, SBO
Charles City Community School District
500 N Grand
Charles City IA 50616

Re: Engagement Letter with Piper Sandler & Co.

We understand that the Charles City Community School District, Iowa (the "Issuer" or "you") wishes to issue School Infrastructure Sales, Services & Use Tax Revenue Refunding Bonds (the "Bonds," the "Bond Issue" or the "Project") and has selected Piper Sandler & Co. ("Piper Sandler" or "we") to serve as placement agent or underwriter for the proposed issuance. We appreciate the opportunity to serve you in this manner. This letter will serve as an agreement regarding the terms of this engagement. In addition, we would like to take this opportunity to set forth some pertinent information about the financing process.

Although Piper Sandler intends to work closely with you during the period preceding the pricing and sale of the proposed Bond Issue with the aim of timely completion of the financing, we are not herein making a final commitment to underwrite bonds, if needed, until certain events have occurred. Such a commitment is subject to, among other things, satisfactory completion and execution of all final documentation for an offering (including a Bond Purchase Agreement containing all provisions necessary to satisfy federal securities laws and the rules of the Municipal Securities Rulemaking Board, and all other applicable rules and regulations); absence of any material adverse change in the financial markets or in the financial condition, operations or prospects of the Issuer; receipts of all required governmental approvals and appropriate legal opinions; an underwriter's review ("due diligence") of the offering documents, as required under federal securities laws; the negotiation of appropriate indemnification; state blue sky reviews, as appropriate; and credit approval by Piper Sandler. This Agreement is therefore not a final commitment by Piper Sandler, express or implied, to underwrite, place, or purchase any securities, nor does it obligate Piper Sandler to enter into a Bond Purchase Agreement. While we do not anticipate difficulties in the course of the proposed financing, and look forward to a successful conclusion to this engagement, we prefer to identify these conditions to our final commitment at the outset.

During the term of our engagement, we will, as appropriate to the Transaction:

- a) consult with you in planning and implementing the Transaction;
- b) prepare various options and numbers to financing the project as requested
- c) assist with securing a rating on the proposed Bonds, if needed
- d) assist you in preparing any transaction materials (the "Transaction Materials") we mutually agree are beneficial or necessary to the consummation of the Transaction;
- e) assistance with disclosure counsel regarding the preparation of the official statement
- f) assist you in preparing for due diligence conducted by potential investors;
- g) identify potential investors and use our reasonable commercial efforts to assist in arranging sales of the Securities to investors;
- h) Coordinate the closing effort for the Bonds

During the course of the engagement, Piper will participate in discussions with bond counsel, finance officials or internal legal counsel of the Issuer to assist in advising the Issuer, as part of the underwriting process, of various financial structures for the proposed offering and their probable reception in the municipal bond markets.

Piper Sandler will perform due diligence respecting any offering documents as part of their obligation under federal securities laws. If a final commitment to underwrite the Bonds is approved by Piper Sandler, and subject to the conditions described above, Piper Sandler will underwrite the Bonds and manage a public offering of the Bonds. Further details regarding the underwriting will be set forth in a Bond Purchase Agreement to be executed at the time of pricing of the Bonds. The Issuer and its chosen counsel agree to cooperate with and assist Piper Sandler in connection with such duties.

Compensation. As compensation for Piper Sandler's services, the Issuer will pay Piper Sandler a fee to be determined by the nature of the offering as set forth in Schedule A hereto. Fees will be payable to Piper Sandler in the form of a Placement Agent fee or an underwriter's discount on the Bond Issue as set forth therein. The fees, disbursements and other charges of Piper Sandler's outside legal counsel will be added to the underwriter's discount, if necessary. Piper Sandler shall select such counsel in its sole discretion. Fees payable to Piper Sandler in the form of a placement agent fee shall be paying in immediately available funds, due at closing. The fee shall not be payable in the event the Transaction does not occur, other than for non-performance by You.

Termination. The Issuer may not terminate this Agreement at any time prior to completion of the Project other than for non-performance on the part of Piper Sandler, in which case the Issuer may terminate this agreement, and upon such termination, all fees due to Piper Sandler for time served assisting with the Project shall be due and payable immediately by the Issuer. Piper Sandler may terminate this Agreement at any time on 30 days written notice.

Assignment. Neither Piper Sandler nor the Issuer shall have the right or power to assign this Agreement or parts thereof, or its respective duties, without the express written consent of the other party. In the event of acquisition of Piper Sandler by a third party firm, notice shall be given to the Issuer regarding the acquisition and the Issuer shall have the opportunity to consent to the assignment of this Agreement, which consent shall not be unreasonably withheld.

No Advisory or Fiduciary Role. You acknowledge that you have retained us solely to provide the services to you as set forth in this agreement. In rendering such services, we will act as an independent contractor. You acknowledge and agree that: (i) the primary role of Piper Sandler, as a placement agent or underwriter, is in an arms-length commercial transaction between you and Piper Sandler and Piper Sandler has financial and other interests that differ from your interests; (ii) Piper Sandler is not acting as a municipal advisor, financial advisor or fiduciary to you or any other person or entity and has not assumed any advisory or fiduciary responsibility to you with respect to the transaction contemplated hereby and the discussions, undertakings and proceedings leading thereto (irrespective of whether Piper Sandler has provided other services or is currently providing other services to you on other matters) (iii) the only obligations Piper Sandler has to you with respect to the Transaction contemplated hereby expressly are set forth in this Agreement and (iv) you have consulted your own legal, accounting, tax, financial and other advisors, as applicable, to the extent you deem appropriate in connection with the Transaction contemplated herein.

No Recourse for Tax Matters. No recourse shall be had against Piper Sandler for loss, damage, liability, cost or expense (whether direct, indirect or consequential) of the Issuer arising out of or in defending, prosecuting, negotiating or responding to any inquiry, questionnaire, audit, suit, action, or other proceeding brought or received from the Internal Revenue Service in connection with the Bonds or otherwise relating to the tax treatment of interest on the Bond.

Governance. This Agreement will be governed by, and construed in accordance with, the laws of the State of Iowa, without regard to principles of conflicts of law to the extent that the application of the laws of another jurisdiction would be required thereby. The Issuer and Piper Sandler each hereby irrevocably waive any right they may have to a trial by jury in respect of any claim based upon or arising out of this Agreement or the transactions contemplated hereby.

Consent to Jurisdiction; Service of Process, Jury Trial. The parties each hereby (a) submits to the jurisdiction of the Federal court sitting in Des Moines, Iowa with respect to any actions and proceedings arising out of or relating to this Agreement, (b) agrees that all claims with respect to such actions or proceedings may be heard and determined in such court, (c) waives the defense of an inconvenient forum, (d) agrees not to commence any action or proceeding relating to this Agreement other than in the Federal court sitting in Des Moines, Iowa and (e) agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. The parties each hereby agree to waive any right to a trial by jury with respect to any claim, counterclaim or action arising out of or in connection with this agreement or the transactions contemplated hereby.

Issuer to Provide Information and Documents to Piper Sandler. The Issuer agrees to provide to Piper Sandler all documents on which the Issuer has relied for purposes of certifying the Issuer is not aware of a material fact, nor has the Issuer omitted to state any material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading, with respect to the issuance of the Bonds. The Issuer also agrees to complete, and agrees to cause its agents and consultants to complete, upon request, answers and provide any documents requested by Piper Sandler as part of due diligence requested by Piper Sandler in compliance with Piper Sandler's duties and obligations with respect to MSRB, SEC or other regulatory requirements

Representations, Warranties and Agreements of the Issuer. You represent and warrant to, and agree with us, that:

- a) the Securities will be sold by you in compliance with the requirements for exemptions from registration or qualification of, and otherwise in accordance with, all federal and state securities laws and regulations;
- b) you agree to be responsible for the accuracy and completeness of any Transaction Materials to the extent of federal securities laws applicable to the Transaction. You agree to notify us promptly of any material adverse changes, or development that may lead to any material adverse change, in your business, properties, operations, financial condition or prospects and concerning any statement contained in any Transaction Material, or in any other information provided to us, which is not accurate or which is incomplete or misleading in any material respect;
- c) you will make available to us such documents and other information which we reasonably deem appropriate and will provide us with access to your officers, directors, employees, accountants, counsel and other representatives; it being understood that we will rely solely upon such information supplied by you and your representatives without assuming any responsibility for independent investigation or verification thereof; and
- d) at the closing, you will permit us to rely on your representations and warranties, and cause your counsel to permit us to rely upon any opinion, furnished to any purchaser of Securities.

Miscellaneous. This Agreement embodies the entire agreement and understanding between the parties hereto and supersedes all prior agreements and understandings relating to the subject matter hereof. If any provision of this Agreement is determined to be invalid or unenforceable in any respect, such determination will not affect such provision in any other respect or any other provision of this Agreement, which will remain in full force and effect. This Agreement may not be amended or otherwise modified or waived except by an instrument in writing signed by both Piper Sandler and Issuer except that to the extent that any term of an executed Bond Purchase Agreement conflicts with the terms of this Agreement, in which case the terms of the Bond Purchase Agreement shall have precedence.

This letter agreement may be executed in any number of counterparts, each of which shall be an original and all of which, when taken together, shall constitute one agreement. Delivery of an executed counterpart of a signature page of this letter agreement by facsimile transmission shall be effective as delivery of a manually executed counterpart of this letter agreement. The invalidity or unenforceability of any provision of this agreement will not affect the validity or enforceability of any other provisions of this agreement, which will remain in full force and effect. You and us will endeavor in good faith negotiations to replace the invalid or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid or unenforceable provisions. This agreement is solely for the benefit of you and us, and no other person [(other than the Indemnified Persons set forth in Annex A hereto)] will acquire or have any rights by virtue of this agreement.

Please confirm that the foregoing correctly sets forth our agreement by signing and returning to Piper Sandler & Co., the enclosed original copy of this Agreement.

Very truly yours,

Matthew R. Gillaspie
Managing Director

Please acknowledge your acceptance by indicating below:

Charles City Community School District, Iowa

Signature _____

Name _____

Title _____

Date on which this letter is executed by the Issuer: _____

Acknowledgement of Approval of Engagement and Confirmation of Receipt of the Schedule A and Annex A Disclosures.

Schedule A – Maximum Fees

*This issue is currently expected to proceed with Piper acting as Placement Agent. Only if that method of sale is not successful would Piper instead become the Underwriter and purchase the Bonds directly from the District.

If Placement Agent

Not to Exceed 0.80% of the par amount of bonds or notes sold to a bank or finance company outside of the District's geographical footprint, or Not to Exceed 0.70% of the par amount of bonds or notes sold to bank located within the District's geographical footprint.

If Underwriter

All fees are calculated based on either the par amount of bonds offered or the gross initial offering proceeds, whichever is higher.

If the rating is "Aa3" (Moody's) or "AA-" (S&P) or higher, the maximum fee shall be 0.7%

If the rating is "A3" to "A1" (Moody's) or "A-" to "A+" (S&P), add 0.80%

If the rating is below "A3" or "A-", or the issue not rated, add 1.0%

Annex A

You agree to (i) indemnify and hold harmless us, our affiliates (within the meaning of the Securities Act of 1933), and each of our respective partners, directors, officers, agents, consultants, employees and controlling persons (within the meaning of the Securities Act of 1933) (each of Piper Sandler and such other person or entity is hereinafter referred to as an "Indemnified Person"), from and against any losses, claims, damages, liabilities and expenses, joint or several, and all actions, inquiries, proceedings and investigations in respect thereof, to which any Indemnified Person may become subject arising out of or in connection with our engagement or any matter referred to in the agreement to which this Annex A is attached and of which this Annex A forms a part (the "Agreement"), regardless of whether any of such Indemnified Persons is a party thereto, and (ii) periodically reimburse an Indemnified Person for such person's legal and other expenses as may be incurred in connection with investigating, preparing, defending, paying, settling or compromising any such action, inquiry, proceeding or investigation, whether or not such action, inquiry, proceeding or investigation is initiated or brought by you, your creditors or stockholders, or any other person. You are not responsible under clause (i) of the foregoing sentence for any losses, claims, damages, liabilities or expenses to the extent that such loss, claim, damage, liability or expense has been finally judicially determined to have resulted primarily and directly from actions taken or omitted to be taken by such Indemnified Person due to such person's gross negligence or willful misconduct. To the extent that any prior payment you made to an Indemnified Person is determined to have been improper by reason of such Indemnified Person's gross negligence or willful misconduct, such Indemnified Person will promptly pay you such amount.

If the indemnity or reimbursement referred to above is, for any reason whatsoever, unenforceable, unavailable or otherwise insufficient to hold each Indemnified Person harmless, you agree to pay to or on behalf of each Indemnified Person contributions for losses, claims, damages, liabilities or expenses so that each Indemnified Person ultimately bears only a portion of such losses, claims, damages, liabilities or expenses as is appropriate (i) to reflect the relative benefits received by each such Indemnified Person, respectively, on the one hand and you and your stockholders on the other hand in connection with the Transaction or Sale, or (ii) if the allocation on that basis is not permitted by applicable law, to reflect not only the relative benefits referred to in clause (i) above, but also the relative fault of each such Indemnified Person, respectively, and you as well as any other relevant equitable considerations; provided, however, that in no event will the aggregate contribution of all Indemnified Persons to all losses, claims, expenses, damages, liabilities or expenses in connection with any Transaction or Sale exceed the amount of the fee actually received by us pursuant to the Agreement. The respective relative benefits received by us and you in connection with any Transaction or Sale will be deemed to be in the same proportion as the aggregate fee paid or proposed to be paid to Piper Sandler in connection with the Transaction or Sale bears to the aggregate consideration paid or proposed to be paid in the Transaction or Sale, whether or not consummated.

Promptly after its receipt of notice of the commencement of any action or proceeding, any Indemnified Person will, if a claim in respect thereof is to be made against you pursuant to this letter, notify you in writing of the commencement thereof; but omission so to notify you will not relieve you from any liability which you may have to any Indemnified Person, except your obligation to indemnify for losses, claims, damages, liabilities or expenses to the extent that you suffer actual prejudice as a result of such failure, but will not relieve you from your obligation to provide reimbursement of expenses and any liability which you may have to an Indemnified Person otherwise than hereunder. If you so elect, you may assume the defense of such action or proceeding in a timely manner, including the employment of counsel (reasonably satisfactory to us) and payment of expenses, provided you permit an Indemnified Person and counsel retained by an Indemnified Person at its expense to participate in such defense. Notwithstanding the foregoing, in the event (i) you fail promptly to assume the defense and employ counsel reasonably satisfactory to us, or (ii) the Indemnified Person has been advised by counsel that there exist actual or potential conflicting interests between you or your counsel and such Indemnified Person, an Indemnified Person may employ separate counsel (in addition to any local counsel) to represent or defend such Indemnified Person in such action or proceeding, and you agree to pay the fees and disbursements of such separate counsel as incurred; provided however, that you will not, in connection with any one such action or proceeding, or separate but substantially similar actions or proceedings arising out of the same general allegations, be liable for fees and expenses of more than one separate firm of attorneys (in addition to any local counsel).

You will not, without our prior written consent, settle or compromise or consent to the entry of any judgment in any pending or threatened claim, action, suit or proceeding in respect of which indemnification or contribution may be sought under the Agreement, unless such settlement, compromise or consent includes an express, complete and unconditional release of us and each other Indemnified Person from all liability and obligations arising therefrom. Without your prior written consent, which will not be unreasonably withheld, delayed or conditioned, no Indemnified Person will settle or compromise any claim for which indemnification or contribution may be sought hereunder. Notwithstanding the foregoing sentence, if at any time an Indemnified Person requests that you reimburse the Indemnified Person for fees and expenses as provided in the Agreement, you agree that you will be liable for any settlement of any proceeding effected without your prior written consent if (i) such settlement is entered into more than 30 days after receipt by you of the request for reimbursement, and (ii) you will not have reimbursed the Indemnified Person in accordance with such request prior to the date of such settlement.

You also agree that no Indemnified Person will have any liability (whether in contract, tort or otherwise) to you or your affiliates, directors, officers, employees, agents, creditors or stockholders, directly or indirectly, related to or arising out of the Agreement or the services performed thereunder, except losses, claims, damages, liabilities and expenses you incur which have been finally judicially determined to have resulted primarily and directly from actions taken or omitted to be taken by such Indemnified Person due to such person's gross negligence or willful misconduct. In no event, regardless of the legal theory advanced, will any Indemnified Person be liable for any consequential, indirect, incidental, special or punitive damages of any nature. Your indemnification, reimbursement, exculpation and contribution obligations in this Annex A will be in addition to any rights that any Indemnified Person may have at common law or otherwise.

You understand that in the event that you reimburse Piper Sandler pursuant to this Annex A for the fees and expenses of its counsel, such reimbursement will be made on the basis of counsel's generally applicable rates, which may be higher than the rates that counsel charges Piper Sandler for other matters based on arrangements that it has entered into with such counsel.

Capitalized terms used, but not defined in this Annex A, have the meanings assigned to such terms in the Agreement.

Revenue Projection - Facilities Project Worksheet

Money released	Fiscal Year 20-21		Fiscal Year 21-22		Fiscal Year 22-23		Fiscal Year 23-24		Fiscal Year 24-25	
	December 2020		November 2021		July 2022		July 2023		July 2024	
Sales Tax revenue - 95%	\$1,499,269.00		\$1,499,269.00		\$1,529,254.38	2 % growth	\$1,559,839.47		\$1,591,036.26	
5% true up from FY 20	\$0.00		\$78,908.89		\$80,487.07		\$82,096.81		\$83,738.75	
Sales Tax other revenue	\$17,000.00		\$17,000.00		\$17,000.00		\$17,000.00		\$17,000.00	
PPEL revenue (2% growth)	\$1,068,647.00		\$1,090,019.94		\$1,111,820.34		\$1,134,056.75		\$1,156,737.88	
PPEL other revenue	\$35,900.00		\$35,900.00		\$35,900.00		\$35,900.00		\$35,900.00	
Total Revenue projection		\$2,620,816.00		\$2,721,097.83		\$2,774,461.79		\$2,828,893.03		\$2,884,412.89
Annual Expense Deductions										
Loan repayment										
MS Loan repayment	\$1,222,150.00		\$1,222,150.00		\$1,222,150.00		\$1,222,150.00		\$1,222,150.00	
Musco lighting (1st Security)	\$52,104.82		\$52,104.82		\$52,104.82		\$52,104.82		\$52,104.82	
Total loan payments		\$1,274,254.82		\$1,274,254.82		\$1,274,254.82		\$1,274,254.82		\$1,274,254.82
Lease payments										
Chromebooks (HP financing)	\$40,279.53		\$40,279.53		\$40,279.53		\$40,279.53		\$40,279.53	
AV classroom (Marco)	\$167,430.70		\$167,430.70		\$167,430.70		\$167,430.70		\$167,430.70	
Print Services (Access Systems)	\$16,620.00		\$16,620.00		\$16,620.00		\$16,620.00		\$16,620.00	
Total Lease repayments		\$224,330.23		\$224,330.23		\$224,330.23		\$224,330.23		\$224,330.23
Annual payments allowance										
Consortium Payment	\$30,300.00		\$30,300.00		\$30,300.00		\$30,300.00		\$30,300.00	
Carrie Lane lease	\$5,040.00		\$5,040.00		\$5,040.00		\$5,040.00		\$5,040.00	
Central Office lease	\$54,235.00		\$0.00		\$0.00		\$0.00		\$0.00	
Band /arch/choir/CTE	\$50,000.00		\$50,000.00		\$50,000.00		\$50,000.00		\$50,000.00	
Carpet Budget	\$25,000.00		\$25,000.00		\$25,000.00		\$25,000.00		\$25,000.00	
Total Annual Project Expense		\$164,575.00		\$110,340.00		\$110,340.00		\$110,340.00		\$110,340.00
Grand Total Expenses		\$1,663,160.05		\$1,608,925.05		\$1,608,925.05		\$1,608,925.05		\$1,608,925.05
Total major & minor projects		\$624,000.00		\$487,000.00		\$678,000.00		\$580,000.00		\$217,000.00
Reserve to North Grand Building				\$150,000.00		\$300,000.00		\$450,000.00		\$600,000.00
Reserve to build cash balance		\$333,655.95		\$475,172.78		\$187,536.74		\$189,967.98		\$458,487.84
Year End Reserve Balance	FY 20 end	FY 21 est								
	\$111,571.83	\$445,227.78		\$920,400.56		\$1,107,937.31		\$1,297,905.28		\$1,756,393.12

Note: Ending year end reserve includes set aside for large projects and assumes not used

Fiscal Year 20-21 (June 21 Projects)			Fiscal Year 21-22 (May 22 Projects)			Fiscal Year 22-23 (July 22 Projects)			Fiscal Year 23-24			Fiscal Year 24-25		
Annual Allotment	December 2020		November 2021			July 2022			July 2023			July 2024		
Annual Release		\$861,015.00			\$878,235.00			\$895,800.00			\$913,716.00			\$931,990.00
One time special release		\$200,000.00			0			0			0			0
Total resources used		\$1,061,015.00			\$878,235.00			\$895,800.00			\$913,716.00			\$931,990.00
Major Project														
Track Resurface		\$250,000	Maintenance shed		\$300,000									
Fencing Around Comet Field		\$85,000				Bus	71 pass	\$110,000	Bus	71 pass	\$110,000	bus	71 pass	\$110,000
Lincoln Playground		\$120,000				Roof E		\$90,000	Roof F		\$100,000			
						Roof B		\$80,000	Washington parking		\$100,000			
Minor Project														
Used 12 passenger van	Move 1 minivan to out	\$18,000	Silver bullet		\$40,000	Pickup with blade		\$50,000	Crowning fb		\$50,000	Roof A washington		\$60,000
Tennis courts at Sportsmans park	split project with the city	\$45,000	Move LP		\$12,000	Roof E washington		\$60,000	Roof M+		\$45,000	Suburban	replace minivan D	\$47,000
Roof M HS		\$66,000	Land improvement		\$40,000	Pickup with blade	replace gold truck	\$50,000	Suburban Comet gym handicapped		\$75,000			
Housing	expand	\$40,000	PK closet		\$10,000	Concrete		\$40,000						
			Buy 2 mowers		\$45,000	Van		\$18,000	concrete		\$40,000			
			concrete		\$40,000	HS concrete		\$100,000						
						HS seal coat		\$80,000						
Total major & minor projects		\$624,000			\$487,000			\$678,000			\$580,000			\$217,000
Annual Projects and payments (excl MS c		\$441,010			\$386,775			\$386,775			\$386,775			\$386,775
Total Major and Minor Projects		\$1,065,010			\$873,775			\$1,064,775			\$966,775			\$603,775
Amount under (over) budget		-\$3,995			\$4,460			-\$168,975			-\$53,059			\$328,215



Attachment A

Decision-Making Process: Board Engagement and Communication

In Times of Turbulence

Board Engagement



[Administrative
Research and Action]

- A. Is this something the board should decide? Why?
- B. Where in the process should the board engage?
- C. What will be the board's role? (Use the T-Chart to clarify)

1. What kinds of communication is needed?
2. What is realistic?
 - Who will provide info?
 - When?

Additional Considerations and Questions ('filters')

- A. Is this a response to a mandate or a recommendation? (Such as: the health department, department of education, governor, etc.)

- B. If it is a crisis, people are going to want information faster than usual and will have an expectation for more information.

- C. Extending grace with stakeholders and each other is more important than ever. How are we well are we demonstrating this?

- D. How will we tend to the board/superintendent relationship while navigating this situation?

Asking Questions, Seeking Info and Contributing

1. What are the pathways for board members to ask questions and get information (background information to inform decision making)? What works well? Why?
2. What are the pathways for board members to contribute and communicate their expertise without assuming the role of employees (without bypassing the authority or responsibilities of administrators and staff)?
3. What level of board member input is appropriate? How can the board gauge or self-regulate the level of input that is appropriate?



Leadership Reflection Questions

1. What does our district stand to gain if we act on this? What is the risk if we do not lead in this area (if we don't make this decision)?
2. How can we be innovative, yet sensitive to the impact on the community?
3. What's it like to be on the receiving end of this discussion or decision? (What discomforts do we anticipate others will face because of this discussion or decision?) What supports should we consider or put in place for those on the receiving end?
4. When is it time to decide? When is it time to pause? (Speculate on the power and disadvantages of pausing/waiting.)
5. How are we doing at having ongoing discussions about situations well before and after decisions are made? (We may think we have discussed a topic a lot, but have the discussions been framed in a way that leads to board action?)
6. Have we identified common, consistent messages that clarify the direction we are headed and why we are doing this?
7. How well are we modeling leadership behavior aligned with the direction set?



Iowa Association of School Boards
6000 Grand Ave., Ste. A
Des Moines, IA 50312
direct: (515) 288-1991
fax: (515) 243-4992

November 6, 2020

Josh Mack, Board President
Charles City Community School District
500 North Grand Ave.
Charles City, IA 50616

Dear Josh:

On October 26, 2020, the Charles City board and superintendent met during a virtual board work session with IASB staff. This letter summarizes the session purposes, participant feedback and suggested next steps. A copy of this letter is being sent to your superintendent, vice president, and board secretary with the request for board secretary, *Terri O'Brien*, to kindly provide copies to the whole board.

Workshop focus

The board workshop focused on governance and management *roles and responsibilities*, and team members acknowledged roles have become much ‘fuzzier’ in school districts across the state, nation, and your district during these turbulent times. Participants also discussed the implications for decision-making and board/superintendent leadership during these uncertain times.

Discussion highlights

Initially, team members shared insights from the article, *‘How to Handle Difficult Conversations with Grace’* and a TED Talk featuring Celeste Headlee. Next, we reviewed overarching concepts related to board and superintendent roles and responsibilities including how the board conducts its policy-making role at “a balcony-level,” while the superintendent oversees the day-to-day management of the district. Team members discussed how roles have become ‘blurred’ during challenging times the past 7-8 months (through COVID, Equity/Social Justice, etc.). We reviewed sample reflection questions that boards and superintendents can use proactively to clarify roles and to periodically reflect on how things are working for board engagement and communications.

Team members were candid about the challenges and lessons learned. Participants agreed about the essentialness of ongoing board reflection (boards are busy so it is critical to set aside time during workshops like October 26th for whole board reflective conversation).

Considerations for Next Steps

I encourage you *to* continue to consider the questions included in **Attachments A, B and C**. It can be beneficial to review these questions prior to upcoming challenging or big decisions and for reflection after deliberating and voting on complex decisions.

Participant feedback about the work session is included in **Attachment D**.

Thank you for being a pro-active, thoughtful board and superintendent leadership team. As I mentioned during the workshop, your ability to implement strategies from prior board workshops, your team's desire to intentionally reflect on your leadership, and continue to learn as a whole board team, are making a positive difference for your district. Please contact me regarding questions about this summary letter or other ways IASB can support your district in the future.

Sincerely,



Harry Heiligenthal
Associate Executive Director, Board Development
Iowa Association of School Boards

cc: Mike Fisher, Superintendent
Pat Rottinghaus, Vice President
Terri O'Brien, Business Manager/Board Secretary

Compiled Feedback, Charles City Bd
Wkshp, 10.26.2020

Overall, I would rate this workshop	Please tell us why you gave this rating.	What are two key takeaways you gained from this workshop?	Which activities do you wish we had spent more time on during this workshop?	Given today's discussion, what essential actions should the board take to provide the best possible leadership for the district?
5	Well organized and to the point	1. Times are different now 2. Communication is key	None	Have discussions among our members from time to time to digest suggestions and needs
5	Good discussion and always appreciate Harry's hard work	How to better communicate and that I should listen more than I talk.	Understanding how to give/take feedback from peer board members	Continue to refine our team building
5	Harry is the best	two ears, 1 mouth, listen more than you speak circle back a few times per year to evaluate how we are doing	touch more on the TED talk	circle back a few times per year to evaluate how we are doing
5	Harry worked hard to understand our expressed needs and find a way to help us through the muddle of Covid-19 in a meaningful way. I feel that objective was met.	Listening for understanding is key to difficult conversations & it's a good idea to take time to reflect on where we are at as a board	N/A	The meeting review should possibly incorporated into our "Big Ideas" segment.
5	I think the conversations with Harry are always beneficial because it allows us time to reflect on what we are doing well and areas for improvement.	Communication is important, and finding a balance between too much, too little and making sure we are not getting into the weeds. Taking time every few months to reflect is something we need.	None.	Continue the learning sessions with Harry going forward. Also I think it will be beneficial for us to reevaluate in a few months how we are doing with our communication during Covid and be sure we (as a Board) are not getting too much into the details and taking on more of a role than we should in regards to things.



Karl Chevrolet

Dennis Rudolph - Government Fleet Accounts | 515-299-4409 | d.rudolph@karlchevrolet.com

Vehicle: [Fleet] 2021 Chevrolet Suburban (CK10906) 4WD 4dr Commercial



KARL Chevrolet is proud to be your #1 Government Chevrolet Vehicle Dealer in Iowa for several years in a row. We are the only Chevrolet Dealer in Iowa to provide you a full time staff dedicated solely to government entities and their needs. We can assist you with all of your vehicle needs to include "turn-key" solutions and custom upfitting, saving you time and money with our own Karl Emergency Vehicles. Thank you for the opportunity to earn your business.



Karl Chevrolet

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Vehicle: [Fleet] 2021 Chevrolet Suburban (CK10906) 4WD 4dr Commercial (Complete)

Quote Worksheet

		MSRP
Base Price		\$53,700.00
Dest Charge		\$1,295.00
Total Options		\$166.25
Subtotal		\$55,161.25
Govt and Karl Discount		(\$8,158.00)
Subtotal Pre-Tax Adjustments		(\$8,158.00)
Less Customer Discount		(\$4,116.55)
Subtotal Discount		(\$4,116.55)
Trade-In		\$0.00
Excluded from Sales Tax	Subtotal Trade-In	\$0.00
Taxable Price		\$42,886.70
Sales Tax		\$0.00
Subtotal Taxes		\$0.00
Subtotal Post-Tax Adjustments		\$0.00
Total Sales Price		\$42,886.70

Comments:

Government Agencies are allowed 20 days from date of delivery for balance to be paid in full. There will be a \$5.00 per calendar day after 20 days assessed to the account until payment received in full by Karl Chevrolet. By signing below you accept these terms as well as the quote in general.

Dealer Signature / Date

Customer Signature / Date

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Vehicle: [Fleet] 2021 Chevrolet Suburban (CK10906) 4WD 4dr Commercial (Complete)

Window Sticker

SUMMARY

[Fleet] 2021 Chevrolet Suburban (CK10906) 4WD 4dr Commercial

MSRP:\$53,700.00

Interior:Jet Black, Premium cloth seat trim

Exterior 1:Satin Steel Metallic

Exterior 2:No color has been selected.

Engine, 5.3L EcoTec3 V8

Transmission, 10-speed automatic

OPTIONS

CODE	MODEL	MSRP
CK10906	[Fleet] 2021 Chevrolet Suburban (CK10906) 4WD 4dr Commercial	\$53,700.00
OPTIONS		
1FL	Commercial Preferred Equipment Group	\$0.00
AZ3	Seats, front 40/20/40 split-bench	\$0.00
FE9	Emissions, Federal requirements	\$0.00
G9K	Satin Steel Metallic	\$0.00
GU5	Rear axle, 3.23 ratio	\$0.00
H0U	Jet Black, Premium cloth seat trim	\$0.00
IOR	Audio system, Chevrolet Infotainment 3 system, 8" diagonal color touchscreen	\$0.00
L84	Engine, 5.3L EcoTec3 V8	\$0.00
MQC	Transmission, 10-speed automatic	\$0.00
PZX	Wheels, 18" x 8.5" (45.7 cm x 21.6 cm) Bright Silver painted aluminum	\$0.00
QDF	Tires, 265/65R18SL all-season, blackwall	\$0.00
R9Y	Fleet Free Maintenance Credit.	(\$33.75)
UDA	Communication system, vehicle, deactivated	(\$85.00)
VK3	License plate front mounting package	\$0.00
CUSTOM EQUIPMENT		
8S3	Back Up Alarm - 97 Decibel	\$285.00

SUBTOTAL

\$53,866.25

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Vehicle: [Fleet] 2021 Chevrolet Suburban (CK10906) 4WD 4dr Commercial ( Complete)

Adjustments Total	\$0.00
Destination Charge	\$1,295.00
TOTAL PRICE	\$55,161.25

FUEL ECONOMY

Est City:15 MPG

Est Highway:19 MPG

Est Highway Cruising Range:532.00 mi

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Vehicle: [Fleet] 2021 Chevrolet Suburban (CK10906) 4WD 4dr Commercial ( Complete)

Standard Equipment

Mechanical

Suspension Package, Premium Smooth Ride

Engine, 5.3L EcoTec3 V8 with Dynamic Fuel Management, Direct Injection and Variable Valve Timing, includes aluminum block construction (355 hp [265 kW] @ 5600 rpm, 383 lb-ft of torque [518 Nm] @ 4100 rpm) (STD)

Transmission, 10-speed automatic electronically controlled with overdrive, includes Traction Select System including tow/haul (STD)

GVWR, 7700 lbs. (3493 kg) (4WD models only.) (STD)

Rear axle, 3.23 ratio

Automatic Stop/Start

Engine control, stop/start system disable button, non-latching

Engine air filtration monitor

Fuel, gasoline, E15

Transfer case, active, single-speed, electronic Autotrac does not include neutral. Cannot be dinghy towed (4WD models only. Deleted when (NHT) Max Trailering Package is ordered.)

Differential, mechanical limited-slip

4-wheel drive

Air filter, heavy-duty

Cooling, external engine oil cooler, heavy-duty air-to-oil integral to driver side of radiator

Cooling, auxiliary transmission oil cooler, heavy-duty air-to-oil

Battery, 800 cold-cranking amps with 80 amp hour rating

Alternator, 220 amps

Trailering equipment includes trailering hitch platform, 7-wire harness with independent fused trailering circuits mated to a 7-way connector and 2" trailering receiver

Trailer sway control

Hitch Guidance

Suspension, front coil-over-shock with stabilizer bar

Suspension, rear multi-link with coil springs

Steering, power

Brakes, 4-wheel antilock, 4-wheel disc with DURALIFE rotors

Exhaust, single system, single-outlet

Mechanical Jack with tools

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Vehicle: [Fleet] 2021 Chevrolet Suburban (CK10906) 4WD 4dr Commercial ( Complete)

Exterior

Wheels, 18" x 8.5" (45.7 cm x 21.6 cm) Bright Silver painted aluminum (STD)

Tires, 265/65R18SL all-season, blackwall (Standard with (PZX) 18" Bright Silver painted aluminum wheels only.) (STD)

Wheel, full-size spare, 17" (43.2 cm) steel

Tire, spare P265/70R17 all-season, blackwall

Tire carrier, lockable outside spare, winch-type mounted under frame at rear

Active aero shutters, upper

Fascia, front

Luggage rack side rails, roof-mounted, Black

Assist steps, Black with chrome accent strip

Headlamps, LED

Lamps, stop and tail, LED

Mirrors, outside heated power-adjustable, manual-folding, body-color

Mirror caps, body-color

Glass, deep-tinted (all windows, except light-tinted glass on windshield and driver- and front passenger-side glass)

Glass, acoustic, laminated

Glass, windshield shade band

Windshield, solar absorbing

Wipers, front intermittent, Rainsense

Wiper, rear intermittent with washer

Door handles, body-color

Liftgate, rear manual

Entertainment

Audio system, Chevrolet Infotainment 3 system, 8" diagonal color touchscreen AM/FM stereo. Additional features for compatible phones include: Bluetooth audio streaming for 2 active devices, voice command pass-through to phone, Apple CarPlay and Android Auto capable. (STD)

Audio system feature, 6-speaker system

Infotainment display, 8" diagonal touchscreen

SiriusXM Radio delete

Radio, HD

Bluetooth for phone personal cell phone connectivity to vehicle audio system

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Vehicle: [Fleet] 2021 Chevrolet Suburban (CK10906) 4WD 4dr Commercial (Complete)

Entertainment

Wireless Apple CarPlay/Wireless Android Auto

4G LTE Wi-Fi Hotspot capable (Terms and limitations apply. See onstar.com or dealer for details.)

Interior

Seats, front 40/20/40 split-bench (Not available with (D07) center floor console and (USR) USB data ports.) (STD)

Keyless start, push button

Seat adjusters, 8-way power includes 6-way power front passenger seat with 2-way power lumbar

Seat adjusters, 10-way power includes 8-way power driver seat with 2-way power lumbar

Seats, second row 60/40 split-folding bench, manual

Seats, third row 60/40 split-folding bench, manual

Floor covering, Black rubberized vinyl

Electronic Precision Shift

Steering column, lock control, electrical

Steering column, manual tilt and telescopic

Steering wheel, urethane

Steering wheel controls, mounted audio, Driver Information Center, cruise control, Forward Collision Alert following gap button and heated steering wheel (when equipped)

Driver Information Center, 4.2" diagonal color display includes driver personalization

Rear Seat Reminder

Door locks, power programmable with lockout protection and delayed locking

Keyless Open includes extended range Remote Keyless Entry

Cruise control, electronic with set and resume speed

Theft-deterrent system, electrical, unauthorized entry

USB charging-only ports, 4, (2) located on rear of center console and (2) in 3rd row

Window, power with driver Express-Up/Down

Window, power with front passenger Express-Up/Down

Windows, power with rear Express-Down

Air conditioning, tri-zone automatic climate control with individual climate settings for driver, right front passenger and rear seat occupants

Air conditioning, rear

Defogger, rear-window electric

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Karl Chevrolet

Dennis Rudolph - Government Fleet Accounts | 515-299-4409 | d.rudolph@karlchevrolet.com

Vehicle: [Fleet] 2021 Chevrolet Suburban (CK10906) 4WD 4dr Commercial (Complete)

Interior

- Power outlets, 2, 120-volt, located on the rear of the center console and rear cargo area
- Power outlet, front auxiliary, 12-volt, located in the center stack of instrument panel
- Mirror, inside rearview manual day/night
- Visors, driver and front passenger illuminated vanity mirrors, sliding
- Assist handles, overhead, driver and front passenger, located in headliner
- Assist handles, front passenger A-pillar and second row outboard B-pillar
- Lighting, interior with dome light, driver- and passenger-side door switch with delayed entry feature, cargo lights, door handle or Remote Keyless Entry-activated illuminated entry and map lights in front and second seat positions
- Cargo management system
- Chevrolet Connected Access capable (Subject to terms. See onstar.com or dealer for details.)

Safety-Mechanical

- Automatic Emergency Braking
- Hill Start Assist
- StabiliTrak, stability control system with brake assist, includes traction control

Safety-Exterior

- Daytime Running Lamps, reduced intensity low beam

Safety-Interior

- Teen Driver a configurable feature that lets you activate customizable vehicle settings associated with a key fob, to help encourage safe driving behavior. It can limit certain available vehicle features, and it prevents certain safety systems from being turned off. An invehicle report card gives you information on driving habits and helps you to continue to coach your new driver
- Airbags, Frontal airbags for driver and front outboard passenger; Seat-mounted side-impact airbags for driver and front outboard passenger; Head-curtain airbags for all rows in outboard seating positions (Deleted when (A50) front bucket seats are ordered. Always use seat belts and child restraints. Children are safer when properly secured in a rear seat in the appropriate child restraint. See the Owner's Manual for more information.)
- Front outboard Passenger Sensing System for frontal outboard passenger airbag (Always use seat belts and child restraints. Children are safer when properly secured in a rear seat in the appropriate child restraint. See the Owner's Manual for more information.)
- OnStar and Chevrolet connected services capable (Terms and limitations apply. See onstar.com or dealer for details.)
- Rear Park Assist
- Following Distance Indicator
- HD Rear Vision Camera

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Safety-Interior

Front Pedestrian Braking

Lane Keep Assist with Lane Departure Warning

Forward Collision Alert

Door locks, rear child security, manual

LATCH system (Lower Anchors and Tethers for CHildren), for child restraint seats lower anchors and top tethers located in all second-row seating positions, top tethers located in third row seating positions

Tire Pressure Monitoring System auto learn, includes Tire Fill Alert (does not apply to spare tire)

Warning tones headlamp on, driver and right-front passenger seat belt unfasten and turn signal on

WARRANTY

Warranty Note: <<< Preliminary 2021 Warranty >>>

Basic Years: 3

Basic Miles/km: 36,000

Drivetrain Years: 5

Drivetrain Miles/km: 60,000

Drivetrain Note: Qualified Fleet Purchases: 5 Years/100,000 Miles

Corrosion Years (Rust-Through): 6

Corrosion Years: 3

Corrosion Miles/km (Rust-Through): 100,000

Corrosion Miles/km: 36,000

Roadside Assistance Years: 5

Roadside Assistance Miles/km: 60,000

Roadside Assistance Note: Qualified Fleet Purchases: 5 Years/100,000 Miles

Maintenance Note: 1 Year/1 Visit

Selected Model and Options

MODEL

CODE

MODEL

CK10906

2021 Chevrolet Suburban 4WD 4dr Commercial

COLORS

CODE

DESCRIPTION

G9K

Satin Steel Metallic

EMISSIONS

CODE

DESCRIPTION

FE9

Emissions, Federal requirements

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Vehicle: [Fleet] 2021 Chevrolet Suburban (CK10906) 4WD 4dr Commercial (Complete)

ENGINE

CODE	DESCRIPTION
L84	Engine, 5.3L EcoTec3 V8 with Dynamic Fuel Management, Direct Injection and Variable Valve Timing, includes aluminum block construction (355 hp [265 kW] @ 5600 rpm, 383 lb-ft of torque [518 Nm] @ 4100 rpm) (STD)

TRANSMISSION

CODE	DESCRIPTION
MQC	Transmission, 10-speed automatic electronically controlled with overdrive, includes Traction Select System including tow/haul (STD)

AXLE

CODE	DESCRIPTION
GU5	Rear axle, 3.23 ratio

PREFERRED EQUIPMENT GROUP

CODE	DESCRIPTION
1FL	Commercial Preferred Equipment Group includes standard equipment

WHEEL TYPE

CODE	DESCRIPTION
PZX	Wheels, 18" x 8.5" (45.7 cm x 21.6 cm) Bright Silver painted aluminum (STD)

TIRES

CODE	DESCRIPTION
QDF	Tires, 265/65R18SL all-season, blackwall (Standard with (PZX) 18" Bright Silver painted aluminum wheels only.) (STD)

PAINT

CODE	DESCRIPTION
G9K	Satin Steel Metallic

SEAT TYPE

CODE	DESCRIPTION
AZ3	Seats, front 40/20/40 split-bench (STD)

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Vehicle: [Fleet] 2021 Chevrolet Suburban (CK10906) 4WD 4dr Commercial (Complete)

SEAT TRIM

CODE	DESCRIPTION
H0U	Jet Black, Premium cloth seat trim

RADIO

CODE	DESCRIPTION
IOR	Audio system, Chevrolet Infotainment 3 system, 8" diagonal color touchscreen AM/FM stereo. Additional features for compatible phones include: Bluetooth audio streaming for 2 active devices, voice command pass-through to phone, Apple CarPlay and Android Auto capable. (STD)

ADDITIONAL EQUIPMENT - EXTERIOR

CODE	DESCRIPTION
VK3	License plate front mounting package (Included on orders with ship-to-states that require a front license plate.)

ADDITIONAL EQUIPMENT - ENTERTAINMENT

CODE	DESCRIPTION
UDA	Communication system, vehicle, deactivated *CREDIT*

ADDITIONAL EQUIPMENT - OTHER

CODE	DESCRIPTION
R9Y	Fleet Free Maintenance Credit. This option code provides a credit in lieu of the free oil changes, tire rotations and inspections for one maintenance service during 1st year of ownership. The invoice will detail the applicable credit. The customer will be responsible for all oil change, tire rotations and inspections costs for this vehicle. (Requires one of the following Fleet or Government order types: FBC, FBN, FCA, FCN, FEF, FLS, FNR, FRC or FGO. Not available with FDR order types.) *CREDIT*

CUSTOM EQUIPMENT

CODE	DESCRIPTION
8S3	Back Up Alarm - 97 Decibel

Options Total

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EMPLOYEE EARLY RETIREMENT

The school district offers an early retirement plan for eligible employees. An employee is eligible under the early retirement plan when the licensed employee:

- Is at least age 55 on or before August 31 of the school year in which the employee wishes to retire.
- Completes a total of 10 years of service as a licensed employee, or as a senior leadership team employee, administrator or director, to the school district;
- Selects one of the two following options:

Option 1

Submits an application to the superintendent by February 1st a year in advance of the year the employee intends to retire. During the first year of this policy change, 2021 retirements, the deadline for option 1 application will be November 1st a year in advance of the year the employee intends to retire.

Option 2

Submits an application to the superintendent by February 1st in the same year the employee intends to retire.

- Submits a written resignation. The resignation may be contingent upon approval by the board of participation in the voluntary early retirement plan; and,
- Receives board approval of the employee's application for participation in the early retirement plan, of the employee's resignation and of the disbursement of early retirement incentive to the employee.

Approval by the board of the employee's early retirement application shall constitute a voluntary resignation. Approval by the board of the employee's early retirement application will also make the employee eligible for disbursement of the early retirement incentive. Failure of the board to approve the employee's early retirement application will make the employee's current contract with the board continue in full force and effect.

The Charles City Community School District shall discontinue the early retirement programs that have been available to employees in the past. The Board has complete discretion to offer or not offer this early retirement program for eligible employees and shall make that decision annually at their regular December board meeting. The offering of early retirement incentive during a particular school year shall not be construed as a continuing offer of such incentive in future years.

EMPLOYEE EARLY RETIREMENT***403(b) Benefit*****Incentive Amounts****Option 1**

The early retirement incentive for each eligible employee who selects application option #1, and is approved by the board, will be 50% of the employee salary in effect the last year of employment with the school district, excluding extended contract, teacher salary supplement and schedule f supplemental pay, capped at a maximum of \$50,000 per retiree.

Option 2

The early retirement incentive for each eligible employee who selects application option #2, and is approved by the board, will be 25% of the employee salary in effect the last year of employment with the school district excluding extended contract, teacher salary supplement and schedule f supplemental pay.

Each participating employee's benefits will be placed into an employer sponsored 403(b) plan for qualified retirees of the Charles City Community School District. The payment of the employee's benefit into the 403(b) plan will be made in two equal installments on or before January 20 in the two years following the employee retires from the District. The participating employee will direct the benefit that is placed in the 403(b) plan subject to the rules of that plan and the law.

Continuation of Insurance Benefits**At Employee's Expense**

Upon retirement, the employee is eligible to continue participation in the school district's group insurance plan at the employee's expense by meeting the requirements of the insurer. The employees must pay the monthly premium amount in full to the board secretary prior to the due date of the school district's premium payment to the insurance carrier.

This insurance coverage will cease when the employee/retiree reaches age sixty-five, secures other employment in which the employer provides insurance coverage, or dies. If dependent insurance coverage is carried, that coverage may continue beyond the employee's/retiree's sixty-fifth birthday for a period of up to five years or until the dependent reaches age sixty-five.

Beneficiary

In the event of the death of the employee prior to payment of the early retirement incentive but after the employee's retirement has begun, the early retirement incentive will be paid to the designated beneficiary in one lump sum payment. In the event no beneficiary is designated, the incentive will be paid to the employee's estate in one lump sum payment.

EMPLOYEE EARLY RETIREMENT

Legal Reference: 29 U.S.C. §§ 621 *et seq.* (2012).
Iowa Code §§ 97B; 216; 279.46; 509A.13 (2013).
1978 Op. Att'y Gen. 247.
1974 Op. Att'y Gen. 11, 322.

Cross Reference: 407.3 Licensed Employee Retirement
413.2 Classified Employee Retirement

Date of First Adoption:
May 10, 1982

Revised: December 21, 1998, June 14, 1999, December 13, 1999, January 8, 2001, January 30, 2002, December 8, 2003, November 8, 2004, December 12, 2005, November 23, 2009, November 14, 2011, February 24, 2014, March 3, 2014, December 15, 2014, December 14, 2015, December 11, 2017, June 22, 2020

Reviewed: December 9, 2002, December 11, 2006, December 10, 2007 November 24, 2008, June 27, 2016

Elected Not to Offer 1 year; 2011 Retirees 11/8/2010, 2013 Retirees 12/10/2012, 2014 Retirees 12/09/2013 (Reversed decision 2/24/14), 2019 Retirees 12/10/18, 2020 Retirees 12/9/19.

EMPLOYEE EARLY RETIREMENT APPLICATION

The undersigned employee is applying for early retirement pursuant to board policy 407.6, Employee Early Retirement. Please complete the following information:

Full Legal name of Employee

Current Job Title

Date of Birth

Years of Service

Please attach a letter of resignation effective June thirtieth of the year in which the undersigned employee intends to retire.

The undersigned employee acknowledges that application and participation in the early retirement plan is entirely voluntary.

Select Retirement Option:

___ Option 1 retirement – 50% of base salary or \$_____ early retirement benefit
Due on or before February 1st the year prior to retirement - Retirement date _____

___ Option 2 retirement – 25% of base salary or \$_____ early retirement benefit
Due on or before February 1st the year of retirement – Retirement date _____

The undersigned employee acknowledges that the school district recommends that the employee contact legal counsel and the employee's own personal accountant regarding participation in the early retirement plan.

Should the employee die prior to full payment of an early retirement benefit, the employee designates the following beneficiary.

Name of Beneficiary: _____

Printed Full Name: _____

Signed: _____ Date: _____

The resignation and request for early retirement was accepted by the Board of Directors on the _____ day of _____, _____, by action as noted in the minutes of the Board.

Secretary of Board of Directors
Charles City Community School District

AMENDMENT TO CONTRACT # 20-TAP-04

This amendment is dated **November 5, 2020** and amends the **Transition Alliance Program (TAP)** contract with beginning date of **October 1, 2019** and ending date of **September 30, 2021**, between Iowa Vocational Rehabilitation Services and **Charles City CSD**. The parties amend the contract as follows:

1. The parties hereby agree to change the budget categories of the contract as listed below:

Decrease Salaries by \$11,912.00
Decrease Fringe Benefits by \$2,065.00
Decrease Indirect Costs by \$1,593.00

2. The following is an explanation for the amendment:

Decrease in overall budget by \$15,570.00 due to an error in the salary for a TAP staff in the original estimated budget.

3. The total amount of the contract budget for October 1, 2020 to September 30, 2021 is \$125,484.00.

All other provisions of this contract and subsequent amendments remain in effect.

Iowa Vocational Rehabilitation Services

By: _____
David L. Mitchell

Date: _____

Charles City CSD

By: _____

Date: _____