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IOWA ASSOCIATION OF SCHOOL BOARDS  
SERVICES AGREEMENT WITH  
IOWA SCHOOL FINANCE INFORMATION SERVICE

This Services Agreement (the "Agreement"), made effective the first day of June, 2009, is made and entered by and between the Iowa Association of School Boards ("IASB") and Iowa School Finance Information Service, L.L.C. ("ISFIS").

WHEREAS, IASB desires to promote Iowa school districts' access to sound school finance counseling services and to facilitate the schools' ability to access such services; and

WHEREAS, ISFIS possesses special knowledge and expertise relating to school finance in Iowa, and has developed relationships of trust and confidence with school districts and their business managers and superintendents throughout the State of Iowa; and

WHEREAS, ISFIS is willing and able to provide services to the districts and to facilitate districts' access to and participation in the services to be rendered by ISFIS pursuant to this Agreement; and

WHEREAS, IASB anticipates that its Members will benefit from ISFIS's services performed pursuant to this Agreement;

NOW, THEREFORE, in consideration of the premises and the mutual promises and covenants hereinafter set forth, and other good and valuable consideration, the receipt of which is hereby acknowledged, the Parties hereto agree as follows:

ARTICLE I

**Engagement, Duties, and Compensation, and Limited License for Intellectual Property**

(a) IASB hereby engages ISFIS to provide certain services (the "Services") on the terms and for the period set forth in this Agreement. The Parties understand and agree that Larry Sigel is the principal of ISFIS and will be ISFIS's primary agent and representative in respect to the Services ISFIS performs pursuant to this Agreement. ISFIS hereby agrees to perform the Services and duties hereinafter set forth for the compensation provided herein.

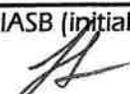
(b) ISFIS agrees to perform the Services, as set out on the attached Exhibit "A", as the same may be amended from time to time pursuant to the amendment process specified herein below in paragraph IV(a). During the term of this Agreement, including any automatic renewal hereof or renewal by mutual agreement of the Parties, ISFIS shall be prohibited from endorsing or being endorsed by, and prohibited from receiving compensation or remuneration of any kind, from any service, program, business, or other entity that provides services or programs that directly and demonstrably compete with IASB existing or contemplated services, products and endorsements or the enterprise-wide IASB programs in any reasonably foreseeable geographic market in which IASB contemplates offering its enterprise-wide services identified in Exhibit A, paragraph 3 that is in effect as of June 1, 2009.

(c) Notwithstanding anything contained elsewhere in this Agreement, ISFIS shall at all times hereto be an independent service provider with the sole discretion to determine how to provide its Services, who should provide said Services, and whether it is in the best interests of any particular school district in Iowa to participate in any IASB program or service.

Page no.

ISFIS (initials)

5

 IASB (initials)  


(c) ISFIS shall give IASB the benefit of its best judgment, experience and effort in performing the Services hereunder, including working with staff of IASB, Local Government Services, Inc., to facilitate the increased utilization of IASB programs by school districts in Iowa; provided, however, ISFIS shall not be liable and IASB shall indemnify and hold ISFIS harmless for any act or omission by ISFIS, its officers, employees or agents except to the extent said act or omission results from the gross negligence or intentional misconduct of ISFIS, its officers, employees or agents.

(d) ISFIS and IASB, at mutually advantageous times, but not less than once per year during the term of this Agreement or any renewal thereof, shall issue a joint communication by e-mail (or by other appropriate communications medium agreed to by the Parties) to school district business officials, administrators and school board members in Iowa to announce and describe the cooperative relationship between ISFIS and IASB and educate the school districts concerning the manner and means through which ISFIS and IASB will jointly cooperate..

(e) For the services to be rendered and the duties to be assumed by ISFIS pursuant to this Agreement, IASB will pay to ISFIS, and ISFIS agrees to accept a fee as set out on the attached Exhibit "B", as the same may be amended from time to time. Should this Agreement be terminated before the end of any term by mutual agreement between the Parties, said fee shall be prorated for services performed to the date of termination.

(f) ISFIS is granted a limited, nonexclusive, non-transferable license, during the term of this Agreement, to use the Iowa Association of School Boards name, trademark, acronym, and logo in connection with the ISFIS website, and to provide a link from the ISFIS website to the IASB website, [www.ia-sb.org](http://www.ia-sb.org), all subject to advance review and approval by IASB. However, IASB does not formally, certify, guarantee, or warrant ISFIS's services to schools, or the services of ISFIS employees, agents, subcontractors, or vendors. In order to protect the good will of IASB, ISFIS agrees that IASB retains the right to review and approve all uses of IASB intellectual property; however, IASB will not unreasonably withhold such approval. All uses of IASB intellectual property by ISFIS shall be consistent with the need to protect the name and good will of IASB.

(g) Upon expiration or upon the effective date of any termination of this Agreement, ISFIS shall immediately cease all use of IASB intellectual property.

## ARTICLE II

### **Duration and Termination**

(a) This Agreement, unless sooner terminated as provided in Section 2(b) hereof, shall effectively commence on June 1, 2009 and continuing through June 30, 2012. Thereafter, it shall be renewed automatically, for three (3) year periods, unless written notice of termination is delivered by the terminating Party to the other Party at least one hundred twenty (120) days prior to the end of the then current period.

(b) Notwithstanding the provisions of the preceding Section II(a), this Agreement shall automatically and immediately terminate, without notice or penalty, in the event of its assignment by any Party hereto without the non-assigning Party's prior written consent to such assignment. Any such written assignment shall be appended to and operate as an amendment of this Agreement.

(c) Notwithstanding the provisions of the preceding Sections II(a) and II(b), IASB shall have the right to terminate this Agreement should any ISFIS representative, agent, or employee who provides services under this Agreement engage in conduct that constitutes an indictable offense under Iowa law and regularly and customarily punished by a term of incarceration, whether classified as a felony or misdemeanor, and whether or not such conduct actually resulted in an indictment or a conviction. Termination under this section II(c) may only be invoked if IASB has in its possession, at the time termination under this section II(c) is pursued by IASB, evidence, that is reasonably likely to be admitted in a court of competent jurisdiction, that is sufficient to establish the commission of the offense for which IASB intends to terminate the Agreement in IASB's by clear and convincing evidence. Termination under this Section II(c) may be made by IASB providing seven (7) days written notice to ISFIS that specifies the offense upon which the termination is being made and the specific evidence that IASB contends justifies the extraordinary termination under this Section II(c). In the event of a termination pursuant to this Section II(c), no compensation shall be paid to ISFIS for additional fees other than fees prorated for services performed up to and including the effective date of the termination.

(d) This Agreement shall automatically terminate upon the death of Larry Sigel.

### ARTICLE III

#### Consultation and Reliance

(a) Both parties may consult with reputable and experienced legal counsel, financial advisors, or other professionals deemed necessary to carry out its duties hereunder concerning any question that may arise with reference to its duties under this Agreement. No such consultants shall become parties to this Agreement as a consequence of providing advice pursuant to this Section III(a). Any persons who receive information regarding this Agreement pursuant to this Section III(a) shall be advised of and agree to be bound by the confidentiality provisions of this Agreement.

(b) ISFIS shall not be liable and IASB shall indemnify and hold ISFIS harmless from any loss or casualty incurred by ISFIS by reliance on any notice, instrument, direction or other communication that ISFIS reasonably believes to have been given by an individual who is authorized to act on behalf of IASB.

### ARTICLE IV

#### Miscellaneous

(a) This Agreement shall not be modified or amended without the consent of each Party hereto, which consent must be evidenced by an instrument in writing executed by each Party, or by their respective successors or permitted assigns.

(b) If any provision of this Agreement shall be held invalid under any applicable statute or regulation or by a decision of a court of competent jurisdiction, such invalidity shall not affect any other provision of this Agreement that can be given effect without the invalid provision.

(c) Notices or consents of any kind required or permitted under this Agreement shall be in writing and shall be deemed delivered if delivered in person, if mailed by certified mail, return

receipt requested, postage prepaid or if sent by facsimile, confirmation received, to the appropriate party as follows:

If to IASB: Iowa Association of School Boards  
Attn: Executive Director  
6000 Grand Avenue  
Des Moines, Iowa 50312-1417

If to ISFIS: Iowa School Finance Information Service.  
7221 NW 21<sup>st</sup> Street  
Ankeny, Iowa 50023

or at such other address to the attention of such other individual as shall be specified by the respective Party hereto by written notice hereunder.

(d) This Agreement shall be deemed to have been executed in the State of Iowa and the laws of the State of Iowa shall govern the construction of this Agreement and the right and remedies of the respective Parties hereto. The Parties consent to the exclusive jurisdiction of the Iowa District Court for Polk County as the court of proper jurisdiction and venue to hear any claims arising from this Agreement. In addition to actual damages the prevailing party in any litigation arising from this agreement shall also recover any attorney, expert witness or deposition fees, costs and suit money in the event of a substantial and material breach of this Agreement. Nothing in this Agreement should be construed as an election of remedies and each Party intends to retain all remedies cognizable in tort or contract or law or equity,

(e) Each Party hereto shall have the right at all times to enforce the provisions of this Agreement in strict accordance with the terms thereof, notwithstanding any conduct or custom on the part of such Party in refraining from doing so at any time or times. The failure of a Party hereto at any time or times to enforce its right under such provisions, strictly in accordance with the same, shall not be construed as having created a custom in any way or manner contrary to specific provisions of this Agreement or as having in any way or manner modified or waived the same. All rights and remedies of the respective Parties hereto are cumulative and concurrent and exercise of one right or remedy shall not be deemed a waiver or a release of any other right or remedy.

(f) This Agreement has been duly authorized, executed and delivered by the Parties hereto and constitutes the legal, valid and binding obligation of such Parties, enforceable in accordance with its terms. Each individual signatory hereto represents and warrants that he or she is duly authorized to execute this Agreement on behalf on his or her principal and/or Board of Directors.

(g) This Agreement shall be executed in two counterparts, each of which shall be deemed to be an original, but all of which together shall constitute but one and the same instrument.

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

Iowa Association of School Boards

By: Ronald M. Rice  
Ronald M. Rice, Executive Director

Date: 5/20/09

Iowa School Finance Information Service, LLC

By: Larry Sigel  
Larry Sigel

Its: Owner/Managing Member

Date: 5/19/2009

## **Exhibit A**

ISFIS agrees to perform the following Services pursuant to its Agreement with the Iowa Association of School Boards, dated June 1, 2009, for the Term of said Agreement, as follows:

Prepare and present the content for the “School Finance Boot Camp” workshop at IASB’s annual convention and any school finance topics presented at the IASB annual convention.

- (1) Lead coordination of efforts between ISFIS, IASB, and UNI to prepare and present all activities related to the Iowa Superintendent’s Finance & Leadership Consortium (ISFLC) workshops.
- (2) Prepare all aspects of a Fiscal Conference for IASB member schools annually. Coordinate content, timing, location, pricing, and marketing in conjunction with IASB staff. Effective for the conference scheduled for July 2011, all related revenues, expenditures, and billing functions associated with the event shall be solely the responsibility and benefit of ISFIS.
- (3) Advocate participation in IASB and related IASB enterprise-wide programs and services, when in ISFIS’s independent judgment it is in the districts’ best interests to participate including, but not limited to, membership in the Iowa Association of School Boards (IASB), participation in the Iowa School Cash Anticipation Program (ISCAP), the Iowa Schools Joint Investment Trust (ISJIT), PaySchools, the Iowa Schools Employee Benefits Association (ISEBA), the Iowa Construction Advocacy Team (ICAT), the Iowa Drug & Alcohol Testing Program (IDATP), GASB 45 services, and Safety Group programs for those services provided by such entities as of June 1, 2009.
- (4) As directed by IASB, provide assistance to the IASB lobbying effort in relation to bills and other legislative proposals or measures related to school finance in Iowa. However, any such assistance shall not expand the scope of information provided in subsection 5.
- (5) Provide assistance to IASB in relation to maintaining “school finance data” which term the Parties understand to mean data which is limited to updating annually the Regular Program Budget Projections Report, the Instructional Support Levy Report, the Physical Plant and Equipment Levy Report and the Property Tax Rate Report as existing on June 1, 2009. Any reports or data prepared by ISFIS pursuant to this exhibit may also be posted on the ISFIS website, or disseminated at ISFIS’ discretion by any means to ISFIS subscribers. ISFIS agrees to provide IASB staff unrestricted access to all ISFIS websites, tools, data and calculators. However, IASB is prohibited from providing such websites, tools, data and calculators to entities which do not subscribe to ISFIS.

More specifically with respect to ISJIT, ISFIS agrees to:

- Recommend districts utilize ISJIT to invest all funds
- Provide information to districts about the operation of the ISJIT program to increase understanding and utilization.
- Report to ISJIT when user issues arise in the field and help districts resolve problems or concerns.
- Report to ISJIT any known competition and districts utilizing competing programs.
- Report to ISJIT any potential enhancements or improvements to the ISJIT program from users.
- Provide front-page web page space for the ISJIT logo and click through ability to the ISJIT website.
- Provide information on the ISJIT program to non-ISJIT participants who are interested in participating.

More specifically with respect to ISCAP, ISFIS agrees to:

- Recommend districts utilize ISCAP to finance their short-term General Fund borrowing needs.
- Provide information to districts about the operation of the ISCAP program to increase understanding and utilization.
- Report to ISCAP when user issues arise in the field and help districts resolve problems or concerns.
- Report to ISCAP any known competition and districts utilizing competing programs.
- Report to ISCAP any enhancements or improvements to the programs from users.
- Provide front-page web page space for the ISCAP logo and click through ability to the ISCAP website.
- Provide information on the ISCAP program to non-ISCAP participants who are interested in participating.

(6) Continue to assist IASB in evaluation of membership dues and appropriate increases to such dues, or train an IASB-designated staff member to perform the duties associated with the same.

(7) For any items not covered in this exhibit the Parties agree to negotiate in good faith to determine appropriate compensation to ISFIS additional to the compensation as set forth in Exhibit B to this Agreement.

## **Exhibit B**

### **Compensation**

(1) As consideration for the Services provided by ISFIS to IASB, IASB shall pay to ISFIS an annual fee in the amount of One Hundred Thousand Dollars (\$100,000), to be paid as follows during the term of this Agreement:

- \$62,500 on June 1, 2009
- \$12,500 on October 1, 2009
- \$12,500 on January 1, 2010
- \$12,500 on April 1, 2010
  
- \$62,500 on July 1, 2010
- \$12,500 on October 1, 2010
- \$12,500 on January 1, 2011
- \$12,500 on April 1, 2011
  
- \$62,500 on July 1, 2011
- \$12,500 on October 1, 2011
- \$12,500 on January 1, 2012
- \$12,500 on April 1, 2012

(2) Additionally, IASB agrees transfer ownership to ISFIS two (2) laptop computers, including preloaded hardware and software, along with all required computer accessories and peripherals in possession of ISFIS as of June 1, 2009.

(3) Local Government Services, Inc. (LGS) shall continue to provide limited, required computer support for ISFIS including but not limited to e-mail access, data storage and backup, and staff technical support. Should this computer support become burdensome or unduly expensive, the Parties agree to negotiate in good faith to determine an appropriate rate for these services. ISFIS may obtain such services as it requires from any source of its choice should the parties be unable to reach an agreement with LGS regarding the continued provision of such services.