

Shenandoah Community School District Board of Directors  
Shenandoah Administrative Board Room  
November 13, 2023 – 5:00 p.m.  
Regular Meeting

Board Agenda

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

|                |                         |   |
|----------------|-------------------------|---|
| Susan Anderson | .25 FTE IGNITE Sped     | \$7,194                                     |
| Megan Everett  | JK-8 Associate          | \$15.24/hr Level I; \$15.39/hr Level II/III |
| Barbara Fox    | Custodian               | \$17/hr nights; \$16/hr days                |
| Gracie Hopkins | JK-8 Associate          | \$15.24/hr Level I; \$15.39/hr Level II/III |
| Mariah McCoy   | HS Asst. Tennis         | \$3,879                                     |
| Terrlyn Ribbey | Food Service            | \$14.97/hr                                  |
| Emma Roberts   | Wrestling Cheer 2023-24 | \$2,042                                     |
| Kayla Shelton  | HS BB Cheer             | \$2,042                                     |
| Grant Staats   | HS Girls Wrestling      | \$5,758                                     |

  
Resignations:

|                   |                      |                    |
|-------------------|----------------------|--------------------|
| John Coltrain     | JK-8 Night Custodian | effective 11.6.23  |
| Amy Parker        | HS Food Service      | effective 11.17.23 |
| Suzanne Tillman   | PS Associate         | effective 11.30.23 |
| Kady VanFosson    | MS Volleyball        |                    |
| Lucinda VanFosson | JK-8 Associate       | effective 11.10.23 |
  - d. Fundraising Requests:  
\*on attached sheet
  - e. Early Graduation Requests (December 2023 – pending all requirements are met):  
Kennedy Shull
7. Action Items
  - a. Approve SBRC Application – Increasing Enrollment at \$49,667.10
  - b. Approve SBRC Application – Open Enrollment Out not in Fall of 2022 at \$278,962.20
  - c. Approve SBRC Application – Limited English Proficient Instruction Beyond 5 Years at \$3,113.46
  - d. Approve First Reading of Policies 503.8 and 503.8E1 - Threat of Violence and Threat Assessment Questions
  - e. Approve First Reading of Policy 705.01-R(2) - Purchasing – Bidding – Using Federal Funds in Procurement Contracts
  - f. Approve AIA Agreement with Carl A. Nelson and Company for K-8 Building Facility Assessment

- g. Approve Paying Tuition and Fees for Teachers Required to Obtain Early Childhood Special Education Endorsement
  - h. Approve Combining HS Boys and HS Girls Track Accounts into a HS Track Account and Closing the Individual Accounts
  - i. Approve Termination of Noah Johnson, JK-8 Associate
  - j. Approve Termination of Daniel Comstock, Custodial/Transportation
8. Informational Items:  
Next Regular Meeting –December 11, 2023 at 5:00 p.m.
9. Adjournment

**Shenandoah Community School District**  
**Minutes of the Regular Meeting of the Board of Directors – October 9, 2023**  
**Administration Board Room**

**Call to Order:**

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

**Roll Call:**

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

**Mission Statement:**

The SCSD Mission Statement was read by Director Rogers.

**Welcome to Audience:**

President Fichter welcomed everyone to the meeting.

**Open Forum:**

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

**Consent Agenda:**

Approve the consent agenda to include previous minutes, the financial accounts, the payment of bills, fundraising requests and out of state travel requests. Personnel Requests: Contracts: Salena Colebank, PS Associate - \$15.24/hr; Jake Moore, HS Girls Wrestling - \$5,717 pending proper certification; Kerra Ratliff, Asst. HS Girls Basketball - \$3,879; Jay Soderberg, MS Boys Basketball - \$2,981. Resignations: Kailey Cole, JK-8 Associate – effective Oct. 4; Jordyn Lembrick, JK-8 Associate, MS Volleyball, HS Basketball Cheer, HS Asst. Tennis – effective Oct. 13. Modifications: Level I to Level II/III Associates (\$.15/hr increase): Holly Olson. Early Graduation Requests: (December 2023 – pending all requirements are met): Kolton Blocker, Bailey Braymen, Ryan Holt, Lelynn Lauber, Aaron Perdue, Brooklyn Pickens, Julia Sayre, Curtis Sokolowski, Zain Williams. Motion to approve by Director Van Der Vliet, second by Director Rogers. Ayes – Rogers, Van Der Vliet, Wooten, Fichter. Nays – Hiser. Motion carried 4-1.

**Action Items:**

***Accept Receipt of the FY22 District Audit Report:***

Motion to accept by Director Van Der Vliet, second by Director Wooten. Motion carried unanimously.

***Approve Consortium Agreement with Council Bluffs CSD for students enrolled at Children’s Square or Heartland Family Services:***

Motion to approve by Director Wooten, second by Director Van Der Vliet. Motion carried unanimously.

***Approve Educational Services Contract with Southwestern Community College for Electrical Technology:***

Motion to approve by Director Rogers, second by Director Van Der Vliet. Motion carried unanimously.

***Approve Allowable Growth and Supplemental State Aid for Special Education Deficit in the amount of \$673,945.22:***

Motion to approve by Director Van Der Vliet, second by Director Wooten. Motion carried unanimously.

***Approve Allowable Growth and Supplemental State Aid for Limited English Proficiency Program in the amount of \$25,446.96:***

Motion to approve by Director Van Der Vliet, second by Director Wooten. Motion carried unanimously.

***Approve K-8 Building Facility Assessment Proposal with Carl A. Nelson & Co.:***

Motion to approve by Director Wooten, second by Director Van Der Vliet. Motion carried unanimously.

***Approve Bid with DLA Farms for On-Call Snow Removal, Application (in case of equipment breakdown), and Supplies for Self-Application:***

Motion to approve by Director Van Der Vliet, second by Director Rogers. Motion carried 3-0 with Directors Fichter and Hiser abstaining.

**Approve 2023-24 Irrigation Contract with Lawn World for Football Field:**

Motion to approve by Director Van Der Vliet, second by Director Wooten. Motion carried unanimously.

**Approve Final Reading of Policies 104 – Anti-Bullying/Anti-Harassment Policy; 104.R1 - Anti-Bullying/Anti-Harassment Investigation Procedures; 213 – Public Participation in Board Meetings; 402.02 - Child Abuse Reporting; 402.05 - Required Professional Development for Employees; 408.01 - Licensed Employee Professional Development; 503.07 - Student Disclosure of Identity; 503.07E1 - Report of Student Disclosure of Identity; 503.07E2 - Request to Update Student Identity; 505.04 - Testing Program; 505.05 - Graduation Requirements; 507.02 - Administration of Medication to Students; 507.02E1 - Authorization – Asthma, Airway Constricting, or Respiratory Distress Medication Self-Administration Consent Form; 507.02E2 - Parental Authorization and Release for the Administration of Medication or Special Health Services to Students; 507.02E3 - Parental Authorization and Release Form for the Independent Self Carry and Administration of Prescribed Medication or Independent Delivery of Health Services by the Student; 507.02E4 - Parental Authorization and Release Form for the Administration of Voluntary School Stock Over-The-Counter Medication to Students; 601.01 - School Calendar; 603.05 - Health Education; 605.03E5 - Request to Prohibit a Student from Accessing Specific Instructional and Library Materials; 605.05 - School Library; 605.07R1 - Use of Information Resources Regulation; 607.02 - Student Health Services; 607.02R1 - Student Health Services Regulation; 804.05 - Stock Prescription Medication Supply; 804.05E1 - Parental Authorization and Release Form for the Administration of a Voluntary School Supply of Stock Medication for Life Threatening Incidents:**

Motion to approve by Director Van Der Vliet, second by Director Wooten. Motion carried unanimously.

**Discussion Items:**

**Model Policies for Discipline of Students Who Make Threats of Violence or Cause Incidents of Violence:**

This policy is based on HF604. The Iowa Department of Education has written a sample policy with internal guidance to be written by the districts leadership team. The policy will be a future agenda item.

**Auditorium Seating:**

Discussion was held regarding funding for new seats for the auditorium. The board would like to see some grants written to help reduce the cost for the district.

**Informational Items:**

Next Regular Meeting – November 13, 2023, at 5:00 pm

**Adjournment:**

Motion by Director Van Der Vliet, second by Director Rogers to adjourn the meeting at 5:31 pm. Motion carried unanimously.

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Board Secretary

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Board President

| ACCOUNT                             | JULY                | AUGUST              | SEPTEMBER           | OCTOBER             | NOVEMBER            | DECEMBER | JANUARY | FEBRUARY | MARCH | APRIL | MAY | JUNE |
|-------------------------------------|---------------------|---------------------|---------------------|---------------------|---------------------|----------|---------|----------|-------|-------|-----|------|
| <b>General Fund (10)</b>            |                     |                     |                     |                     |                     |          |         |          |       |       |     |      |
| Beg Balance Checking (BKIA 10)      | 115,370.29          | 426,014.92          | 904.26              | 231,679.87          | 8,146.44            | -        | -       | -        | -     | -     | -   | -    |
| Beg Balance MS Concession (CASH)    | 210.00              | 210.00              | 210.00              | 210.00              | 210.00              | -        | -       | -        | -     | -     | -   | -    |
| Beg Balance Checking (FNBC 30)      | 2,497.76            | 3,032.44            | 998.17              | 998.93              | 999.77              | -        | -       | -        | -     | -     | -   | -    |
| Beg Balance Savings (BKIA 14)       | 603,406.39          | 153,061.06          | 72,590.44           | 138,372.80          | 1,318,773.88        | -        | -       | -        | -     | -     | -   | -    |
| Beg Balance Invest ISJIT (FNBC 112) | 135,935.59          | 135,964.31          | 138,586.06          | 139,159.75          | 139,755.83          | -        | -       | -        | -     | -     | -   | -    |
| Beg Balance Invest ISJIT (BKIA 110) | 1,079,217.37        | 678,411.33          | 522,271.66          | 524,413.86          | 526,607.32          | -        | -       | -        | -     | -     | -   | -    |
| Revenues                            | 12,534.98           | 32,624.10           | 1,596,787.56        | 2,183,462.47        | -                   | -        | -       | -        | -     | -     | -   | -    |
| Receivables                         | 502,634.38          | 763,895.64          | -                   | -                   | -                   | -        | -       | -        | -     | -     | -   | -    |
| Expenditures                        | (192,065.98)        | (811,856.32)        | (1,050,148.02)      | (1,223,298.13)      | -                   | -        | -       | -        | -     | -     | -   | -    |
| Payables                            | (863,046.72)        | (645,796.89)        | (247,364.92)        | (506.31)            | -                   | -        | -       | -        | -     | -     | -   | -    |
| End Balance Checking (BKIA 10)      | 426,014.92          | 904.26              | 231,679.87          | 8,146.44            | -                   | -        | -       | -        | -     | -     | -   | -    |
| End Balance MS Concession (CASH)    | 210.00              | 210.00              | 210.00              | 210.00              | -                   | -        | -       | -        | -     | -     | -   | -    |
| End Balance Checking (FNBC 30)      | 3,032.44            | 998.17              | 998.93              | 999.77              | -                   | -        | -       | -        | -     | -     | -   | -    |
| End Balance Savings (BKIA 14)       | 153,061.06          | 72,590.44           | 138,372.80          | 1,318,773.88        | -                   | -        | -       | -        | -     | -     | -   | -    |
| End Balance Invest ISJIT (FNBC 112) | 135,964.31          | 138,586.06          | 139,159.75          | 139,755.83          | -                   | -        | -       | -        | -     | -     | -   | -    |
| End Balance Invest ISJIT (BKIA 110) | 678,411.33          | 522,271.66          | 524,413.86          | 526,607.32          | -                   | -        | -       | -        | -     | -     | -   | -    |
| <b>Total General Fund</b>           | <b>1,396,694.06</b> | <b>735,560.59</b>   | <b>1,034,835.21</b> | <b>1,994,493.24</b> | -                   | -        | -       | -        | -     | -     | -   | -    |
| Check                               | <b>1,396,694.06</b> | <b>735,560.59</b>   | <b>1,034,835.21</b> | <b>1,994,493.24</b> | <b>1,994,493.24</b> | -        | -       | -        | -     | -     | -   | -    |
| <b>Management Fund (22)</b>         |                     |                     |                     |                     |                     |          |         |          |       |       |     |      |
| Beg Balance Checking (BKIA 10)      | 745.49              | 764.11              | 357.41              | (4,122.46)          | 688.22              | -        | -       | -        | -     | -     | -   | -    |
| Beg Balance Savings (BKIA 14)       | 420,198.26          | 443,633.48          | 41,628.79           | 77,315.59           | 179,557.94          | -        | -       | -        | -     | -     | -   | -    |
| Beg Balance Invest (BKIA 110)       | 752,942.35          | 291,465.61          | 693,014.31          | 695,856.84          | 698,767.39          | -        | -       | -        | -     | -     | -   | -    |
| Revenues                            | 2,823.34            | 4,321.61            | 69,008.15           | 113,628.52          | -                   | -        | -       | -        | -     | -     | -   | -    |
| Receivables                         | 8,541.34            | -                   | -                   | -                   | -                   | -        | -       | -        | -     | -     | -   | -    |
| Expenditures                        | (447,933.73)        | (4,309.94)          | (34,958.69)         | (3,664.94)          | -                   | -        | -       | -        | -     | -     | -   | -    |
| Payables                            | (1,453.85)          | (874.36)            | -                   | -                   | -                   | -        | -       | -        | -     | -     | -   | -    |
| End Balance Checking (BKIA 10)      | 764.11              | 357.41              | (4,122.46)          | 688.22              | -                   | -        | -       | -        | -     | -     | -   | -    |
| End Balance Savings (BKIA 14)       | 443,633.48          | 41,628.79           | 77,315.59           | 179,557.94          | -                   | -        | -       | -        | -     | -     | -   | -    |
| End Balance Invest (BKIA 110)       | 291,465.61          | 693,014.31          | 695,856.84          | 698,767.39          | -                   | -        | -       | -        | -     | -     | -   | -    |
| <b>Total Management Fund</b>        | <b>735,863.20</b>   | <b>735,000.51</b>   | <b>769,049.97</b>   | <b>879,013.55</b>   | -                   | -        | -       | -        | -     | -     | -   | -    |
| Check                               | <b>735,863.20</b>   | <b>735,000.51</b>   | <b>769,049.97</b>   | <b>879,013.55</b>   | <b>879,013.55</b>   | -        | -       | -        | -     | -     | -   | -    |
| <b>SAVE Fund (33)</b>               |                     |                     |                     |                     |                     |          |         |          |       |       |     |      |
| Beg Balance Checking (BKIA 10)      | -                   | (75,897.72)         | 1,946.04            | 415.00              | 4,218.28            | -        | -       | -        | -     | -     | -   | -    |
| Beg Balance Checking (FNBC 30)      | 883.18              | 1,108.93            | 89.08               | 89.08               | 89.08               | -        | -       | -        | -     | -     | -   | -    |
| Beg Balance Savings (BKIA 14)       | 18,969.72           | 200,730.54          | 134,637.16          | 142,056.29          | 210,121.60          | -        | -       | -        | -     | -     | -   | -    |
| Beg Balance Invest (FNBC 112)       | 57,767.96           | 57,780.15           | 59,049.72           | 59,294.16           | 59,548.15           | -        | -       | -        | -     | -     | -   | -    |
| Beg Balance Invest (BKIA 110)       | 1,415,531.62        | 1,417,125.90        | 1,350,875.72        | 1,306,416.60        | 1,312,090.06        | -        | -       | -        | -     | -     | -   | -    |
| Revenues                            | 7,736.12            | 137,074.84          | 128,316.38          | 109,087.30          | -                   | -        | -       | -        | -     | -     | -   | -    |
| Receivables                         | 99,959.20           | -                   | -                   | -                   | -                   | -        | -       | -        | -     | -     | -   | -    |
| Expenditures                        | -                   | (191,324.92)        | (166,642.97)        | (31,291.26)         | -                   | -        | -       | -        | -     | -     | -   | -    |
| Payables                            | -                   | -                   | -                   | -                   | -                   | -        | -       | -        | -     | -     | -   | -    |
| End Balance Checking (BKIA 10)      | (75,897.72)         | 1,946.04            | 415.00              | 4,218.28            | -                   | -        | -       | -        | -     | -     | -   | -    |
| End Balance Checking (FNBC 30)      | 1,108.93            | 89.08               | 89.08               | 89.08               | -                   | -        | -       | -        | -     | -     | -   | -    |
| End Balance Savings (BKIA 14)       | 200,730.54          | 134,637.16          | 142,056.29          | 210,121.60          | -                   | -        | -       | -        | -     | -     | -   | -    |
| End Balance Invest (FNBC 112)       | 57,780.15           | 59,049.72           | 59,294.16           | 59,548.15           | -                   | -        | -       | -        | -     | -     | -   | -    |
| End Balance Invest (BKIA 110)       | 1,417,125.90        | 1,350,875.72        | 1,306,416.60        | 1,312,090.06        | -                   | -        | -       | -        | -     | -     | -   | -    |
| <b>Total SAVE Fund</b>              | <b>1,600,847.80</b> | <b>1,546,597.72</b> | <b>1,508,271.13</b> | <b>1,586,067.17</b> | -                   | -        | -       | -        | -     | -     | -   | -    |
| Check                               | <b>1,600,847.80</b> | <b>1,546,597.72</b> | <b>1,508,271.13</b> | <b>1,586,067.17</b> | <b>1,586,067.17</b> | -        | -       | -        | -     | -     | -   | -    |
| ACCOUNT                             | JULY                | AUGUST              | SEPTEMBER           | OCTOBER             | NOVEMBER            | DECEMBER | JANUARY | FEBRUARY | MARCH | APRIL | MAY | JUNE |
| <b>PPEL Fund (36)</b>               |                     |                     |                     |                     |                     |          |         |          |       |       |     |      |
| Beg Balance Checking (BKIA 10)      | 4,206.00            | 4,792.81            | 6,607.70            | (7,180.12)          | 2,256.65            | -        | -       | -        | -     | -     | -   | -    |
| Beg Balance Checking (FNBC 30)      | 1,450.85            | 1,498.14            | 401.38              | 401.38              | 401.38              | -        | -       | -        | -     | -     | -   | -    |
| Beg Balance Savings (BKIA 14)       | 1,020.74            | 10,460.32           | 14,212.93           | 88,944.30           | 119,430.84          | -        | -       | -        | -     | -     | -   | -    |
| Beg Balance Invest (FNBC 112)       | 12,100.69           | 12,103.24           | 13,256.06           | 13,310.93           | 13,367.95           | -        | -       | -        | -     | -     | -   | -    |
| Beg Balance Invest (BKIA 110)       | 935,143.17          | 839,202.13          | 768,341.96          | 771,493.46          | 774,720.37          | -        | -       | -        | -     | -     | -   | -    |









| SHENANDOAH COMMUNITY SCHOOL                |                       |                                 |                        |  |        |      |  |             |                          |
|--|-----------------------|---------------------------------|------------------------|--|--------|------|--|-------------|--------------------------|
| UNSPENT AUTHORIZED BUDGET CALCULATION      |                       |                                 |                        |  |        |      |  |             |                          |
| 2023-2024                                  |                       |                                 |                        |  |        |      |  |             |                          |
|  |                       |                                 |                        |  |        |      |  |             |                          |
|  |                       |                                 |                        |  | LINE # |      |  |             |                          |
| REGULAR PROGRAM DISTRICT COST              | \$8,019,041.00        |                                 |                        |  | 4.7    |      |  |             |                          |
| + REGULAR PROGRAM BUDGET ADJUSTMENT        | \$0.00                |                                 |                        |  | 4.8    |      |  |             |                          |
| + SUPPLEMENTARY WEIGHTING DISTRICT COST    | \$92,735.00           |                                 |                        |  | 4.11   |      |  |             |                          |
| + SPECIAL ED DISTRICT COST                 | \$989,420.00          |                                 |                        |  | 4.14   |      |  |             |                          |
| + TEACHER SALARY SUMMPLEMENT DISTRICT COST | \$720,506.00          |                                 |                        |  | 4.22   |      |  |             |                          |
| + PROF DEV SUPPLEMENT DISTRICT COST        | \$78,352.00           |                                 |                        |  | 4.30   |      |  | FY2021      | LINE #S                  |
| + EARLY INTERVENTION SUPPL DISTRICT COST   | \$91,240.00           |                                 |                        |  | 4.38   |      |  | \$ 369,546  | 16.1                     |
| + TEACHER LEADERSHIP SUPP DISTRICT COST    | \$387,067.00          |                                 |                        |  | 4.46   |      |  | \$ -        | 16.2                     |
| + AEA SPECIAL ED SUPPORT                   | \$394,012.00          |                                 |                        |  | 4.49   | 5.9  |  | \$ 61,421   | 16.3                     |
| + AEA SPECIAL ED SUPPORT ADJUSTMENT        | \$0.00                |                                 |                        |  | 4.54   | 5.10 |  | \$ 67,903   | 16.4                     |
| + AEA MEDIA SERVICES                       | \$65,838.00           |                                 |                        |  | 4.60   | 5.11 |  | \$ 834      | 16.5                     |
| + AEA EDUCATIONAL SERVICES                 | \$72,785.00           |                                 |                        |  | 4.63   | 5.12 |  | \$ 37,946   | 16.6                     |
| + AEA SHARING DISTRICT COST                | \$825.00              |                                 |                        |  | 4.66   | 5.13 |  | \$ 4,067    | 16.7                     |
| + AEA TEACHER SALARY SUPPL DISTRICT COST   | \$40,458.00           |                                 |                        |  | 4.74   | 5.14 |  | \$ (57,385) | 16.8                     |
| + AEA PROF DEV SUPPL DISTRICT COST         | \$4,366.00            |                                 |                        |  | 4.82   | 5.15 |  | \$ 484,332  | 16.9                     |
| + DROPOUT ALLOWABLE GROWTH                 | \$288,077.00          | Required Local Match \$96,026   |                        |  | 5.17   |      |  |             |                          |
| + SBRC ALLOWABLE GROWTH OTHER #1           | \$0.00                | Inc. Enrollmnt, OE Out, and LEP |                        |  |        |      |  |             |                          |
| + SBRC ALLOWABLE GROWTH OTHER #2           | \$0.00                | LEP                             |                        |  |        |      |  |             |                          |
| + SPECIAL ED DEFICIT ALLOWABLE GROWTH      | \$0.00                | Estimated                       |                        |  |        |      |  |             |                          |
| - SPECIAL ED POSITIVE BALANCE REDUCTION    | \$0.00                |                                 |                        |  |        |      |  |             |                          |
| - AEA SPECIAL ED POSITIVE BALANCE          | \$0.00                |                                 |                        |  |        |      |  |             |                          |
| + ALLOWANCE FOR CONSTRUCTION PROJECTS      | \$0.00                |                                 |                        |  |        |      |  |             |                          |
| - UNSPENT ALLOWANCE FOR CONSTRUCTION       | \$0.00                |                                 |                        |  |        |      |  |             |                          |
| + ENROLLMENT AUDIT ADJUSTMENT              | \$0.00                |                                 |                        |  | 5.18   |      |  |             |                          |
| - AEA PRORATA REDUCTION                    | \$72,256.00           | 503,028.00                      |                        |  | 5.16   |      |  |             |                          |
| = MAXIMUM DISTRICT COST                    | \$11,172,466.00       | 10,780,175.00                   | 392,291.00             |  | 8.1    |      |  |             |                          |
| + PRESCHOOL FOUNDATION AID                 | \$133,613.00          |                                 |                        |  | 7.35   |      |  |             |                          |
| + INSTRUCTIONAL SUPPORT AUTHORITY          | \$597,418.00          |                                 |                        |  | 10.27  |      |  |             |                          |
| + ED IMPROVEMENT AUTHORITY                 | \$0.00                |                                 |                        |  |        |      |  |             |                          |
| + OTHER MISCELLANEOUS INCOME               | \$2,950,000.00        | Estimate on Budget Worksheet    |                        |  |        |      |  |             | This is a fluctuating #. |
| + UNSPENT AUTH BUDGET - PREVIOUS YEAR      | \$3,667,710.00        | Est.                            |                        |  |        |      |  |             |                          |
| = MAXIMUM AUTHORIZED BUDGET                | \$18,521,207.00       |                                 |                        |  |        |      |  |             |                          |
| - EXPENDITURES                             | \$3,241,118.45        | 17.50%                          |                        |  |        |      |  |             |                          |
| = UNSPENT AUTHORIZED BUDGET                | \$15,280,088.55       |                                 |                        |  |        |      |  |             |                          |
| <b>EXPENDITURES</b>                        | <b>FY2024</b>         |                                 | <b>FY2023 Actuals</b>  |  |        |      |  |             |                          |
| JULY                                       | \$155,815.98          |                                 | \$181,999.04           |  |        |      |  |             |                          |
| AUGUST                                     | \$811,856.32          |                                 | \$389,847.59           |  |        |      |  |             |                          |
| SEPTEMBER                                  | \$1,050,148.02        |                                 | \$1,581,703.72         |  |        |      |  |             |                          |
| OCTOBER                                    | \$1,223,298.13        |                                 | \$1,173,788.51         |  |        |      |  |             |                          |
| NOVEMBER                                   | \$0.00                |                                 | \$1,043,857.23         |  |        |      |  |             |                          |
| DECEMBER                                   | \$0.00                |                                 | \$1,041,531.82         |  |        |      |  |             |                          |
| JANUARY                                    | \$0.00                |                                 | \$1,088,547.24         |  |        |      |  |             |                          |
| FEBRUARY                                   | \$0.00                |                                 | \$1,161,047.84         |  |        |      |  |             |                          |
| MARCH                                      | \$0.00                |                                 | \$1,269,836.25         |  |        |      |  |             |                          |
| APRIL                                      | \$0.00                |                                 | \$1,204,439.25         |  |        |      |  |             |                          |
| MAY  | \$0.00                |                                 | \$1,297,665.65         |  |        |      |  |             |                          |
| JUNE                                       | \$0.00                |                                 | \$3,285,083.89         |  |        |      |  |             |                          |
| <b>TOTAL</b>                               | <b>\$3,241,118.45</b> |                                 | <b>\$14,719,348.03</b> |  |        |      |  |             |                          |

**SHENANDOAH COMMUNITY SCHOOL  
CALCULATION OF MISCELLANEOUS INCOME  
2023-2024**

|              | STATE AID/<br>SRCIPVR (CNI)<br>Source Codes<br>3111, 3112<br>3801, 3803 | TLC/4 YR STATE AID/TSS/<br>EARLY INTER/PD/ TRANS EQ.<br>Source Codes<br>3116, 3117, 3119<br>3204, 3216, 3342, 3376 | SPED DEFICIT<br>SUPPLEMENTAL<br>STATE AID<br>Source Code<br>3113 | AEA<br>FLOWTHROUGH<br>Source Code<br>3214 | PROPERTY<br>TAX<br>Source Codes<br>1110-1119 | INSTRUCTIONAL<br>SUPPORT THRU<br>INCOME SURTAXES<br>Source Code<br>1134 | EXCISE TAXES<br>UTILITY REPL.<br>Source Codes<br>1170-1179 | **<br>MISC<br>REVENUE | TOTAL<br>REVENUE<br>(Includes<br>Flowthrough) | FY2023                 |
|--------------|---|--|--|---|--|---|--|-----------------------|---|------------------------|
| JUL          | -   | -  | -  | -   | -  | -   | -  | 12,534.98             | 12,534.98                                     | 7,847.11               |
| AUG          | -   | -  | -  | -   | 14,187.00                                    | -   | -  | 18,437.10             | 32,624.10                                     | 48,493.76              |
| SEP          | 568,585.00  | 141,020.00   | -  | -   | 859,633.83                                   | -   | 758.26   | 26,790.47             | 1,596,787.56                                  | 1,994,778.30           |
| OCT          | 568,585.00  | 141,020.00   | -  | -   | 1,407,469.43                                 | -   | 31,311.35  | 35,076.69             | 2,183,462.47                                  | 2,022,793.00           |
| NOV          | -   | -  | -  | -   | -  | -   | -  | -                     | -   | 860,752.47             |
| DEC          | -   | -  | -  | -   | -  | -   | -  | -                     | -   | 1,117,775.44           |
| JAN          | -   | -  | -  | -   | -  | -   | -  | -                     | -   | 880,325.70             |
| FEB          | -   | -  | -  | -   | -  | -   | -  | -                     | -   | 1,103,360.86           |
| MAR          | -   | -  | -  | -   | -  | -   | -  | -                     | -   | 1,145,290.29           |
| APR          | -   | -  | -  | -   | -  | -   | -  | -                     | -   | 1,985,822.79           |
| MAY          | -   | -  | -  | -   | -  | -   | -  | -                     | -   | 956,284.42             |
| JUN          | -   | -  | -  | -   | -  | -   | -  | -                     | -   | 2,049,740.55           |
| <b>TOTAL</b> | <b>\$ 1,137,170.00</b>  | <b>\$ 282,040.00</b>   | <b>\$ -</b>  | <b>\$ -</b>                               | <b>\$ 2,281,290.26</b>                       | <b>\$ -</b>   | <b>\$ 32,069.61</b>  | <b>\$ 92,839.24</b>   | <b>\$ 3,825,409.11</b>                        | <b>\$14,173,264.69</b> |



| Function Part 1                      | Revised Budget | Expended During Month | Expenditures to Date | % of Budget | Balance at EOM        | A/ P Outstanding  | P/ O Outstanding  | Unencumbered Balance  |
|--------------------------------------|----------------|-----------------------|----------------------|-------------|-----------------------|-------------------|-------------------|-----------------------|
| 5000 DEBT SERVICE                    | 0.00           | 0.00                  | 0.00                 | 0.00        | 0.00                  | 0.00              | 0.00              | 0.00                  |
| 6000 6000                            | 0.00           | 0.00                  | 0.00                 | 0.00        | 0.00                  | 0.00              | 0.00              | 0.00                  |
| 40 DEBT SERVICE                      | 0.00           | 0.00                  | 0.00                 | 0.00        | 0.00                  | 0.00              | 0.00              | 0.00                  |
| <b>61 SCHOOL NUTRITION FUND</b>      |                |                       |                      |             |                       |                   |                   |                       |
| 2000 2000                            | 0.00           | 1,521.63              | 6,680.63             | 0.00        | (6,680.63)            | 0.00              | 33.74             | (6,714.37)            |
| 3000 3000                            | 0.00           | 92,322.50             | 191,123.98           | 0.00        | (191,123.98)          | 0.00              | 31,199.49         | (222,323.47)          |
| 6000 6000                            | 0.00           | 0.00                  | 0.00                 | 0.00        | 0.00                  | 0.00              | 0.00              | 0.00                  |
| 61 SCHOOL NUTRITION FUND             | 0.00           | 93,844.13             | 197,804.61           | 0.00        | (197,804.61)          | 0.00              | 31,233.23         | (229,037.84)          |
| <b>62 CHILDCARE FUND</b>             |                |                       |                      |             |                       |                   |                   |                       |
| 1000 INSTRUCTION                     | 0.00           | 1,963.42              | 2,446.61             | 0.00        | (2,446.61)            | 0.00              | 0.00              | (2,446.61)            |
| 62 CHILDCARE FUND                    | 0.00           | 1,963.42              | 2,446.61             | 0.00        | (2,446.61)            | 0.00              | 0.00              | (2,446.61)            |
| <b>81 TRUST FUNDS NON EXPENDABLE</b> |                |                       |                      |             |                       |                   |                   |                       |
| 1000 INSTRUCTION                     | 0.00           | 0.00                  | 3,750.00             | 0.00        | (3,750.00)            | 0.00              | 0.00              | (3,750.00)            |
| 6000 6000                            | 0.00           | 0.00                  | 0.00                 | 0.00        | 0.00                  | 0.00              | 0.00              | 0.00                  |
| 81 TRUST FUNDS NON EXPENDABLE        | 0.00           | 0.00                  | 3,750.00             | 0.00        | (3,750.00)            | 0.00              | 0.00              | (3,750.00)            |
| <b>91 AGENCY FUND</b>                |                |                       |                      |             |                       |                   |                   |                       |
| 1000 INSTRUCTION                     | 0.00           | 0.00                  | 0.00                 | 0.00        | 0.00                  | 0.00              | 0.00              | 0.00                  |
| 2000 2000                            | 0.00           | 0.00                  | 0.00                 | 0.00        | 0.00                  | 0.00              | 0.00              | 0.00                  |
| 91 AGENCY FUND                       | 0.00           | 0.00                  | 0.00                 | 0.00        | 0.00                  | 0.00              | 0.00              | 0.00                  |
| <b>Grand Total:</b>                  | <b>0.00</b>    | <b>1,490,849.92</b>   | <b>4,689,907.43</b>  | <b>0.00</b> | <b>(4,689,907.43)</b> | <b>170,995.58</b> | <b>243,142.63</b> | <b>(5,104,045.64)</b> |

Shenandoah CSD  
11/09/2023 08:33 AM

MONTHLY BOARD VENDOR BILLS

| Vendor Name                        | Invoice Detail<br>Amount | Invoice Detail Description              |
|------------------------------------|--------------------------|---|
| Checking Account ID 10             | Fund Number 10           | GENERAL FUND                            |
| A & L WHOLESALE COMPANY            | 296.98                   | HS PE SUPPLIES                          |
| AHLERS & COONEY PC                 | 96.00                    | LAWYER                                  |
| AMBER OLSON                        | 335.36                   | STUDENT TRANSPORTATION-PARENT           |
| ARBOR DAY FARM                     | 570.00                   | ADMISSION                               |
| BA MARKETING & PUBLICITY, LLC      | 220.00                   | ADVERTISING                             |
| BARBARA FARWELL                    | 239.73                   | ESL TRAVEL                              |
| BMO MASTERCARD - TRANSPORTATION I  | 69.28                    | TRANSPORTATION SUPPLIES                 |
| BMO MASTERCARD                     | 560.00                   | SUPPLIES/WORKSHOP                       |
| BMO MASTERCARD                     | 179.39                   | SUPPLIES/POSTAGE                        |
| BMO MASTERCARD                     | 1,382.08                 | SUPPLIES                                |
| BMO MASTERCARD                     | 3,409.12                 | ELEM GENERAL ED SUPPLIES                |
| BMO MASTERCARD                     | 2,093.19                 | HS GENERAL ED SUPPLIES                  |
| BMO MASTERCARD                     | 543.19                   | SUPPLIES                                |
| BMO MASTERCARD                     | 206.08                   | HS FCS SUPPLIES                         |
| BMO MASTERCARD                     | 25.00                    | HS BAND STAFF DUES                      |
| BMO MASTERCARD                     | 532.64                   | HS GENERAL ED SUPPLIES                  |
| BMO MASTERCARD                     | 1,082.96                 | EL PRINCIPAL SUPPLIES                   |
| BMO MASTERCARD                     | 1,671.34                 | DISTRICT WIDE SUPPLIES                  |
| BMO MASTERCARD                     | 5,079.84                 | SUPPLIES/EQUIPMENT                      |
| BMO MASTERCARD                     | 88.05                    | MS PRINCIPAL SUPPLIES                   |
| BMO MASTERCARD                     | 3,492.95                 | PARTS/SUPPLIES                          |
| BMO MASTERCARD                     | 5,615.54                 | INSTRUCTIONAL SUPPLIES                  |
| BMO MASTERCARD                     | 2,213.68                 | ADVERTISING/SUPPLIES                    |
| BMO MASTERCARD                     | 107.68                   | TRANSPORTATION GASOLINE                 |
| BMO MASTERCARD                     | 353.73                   | HS BAND SUPPLIES                        |
| BMO MASTERCARD                     | 2,076.13                 | WORKSHOP/SUPPLIES                       |
| BMO MASTERCARD                     | 360.52                   | BUSINESS MANAGER TRAVEL/REGIS.          |
| BROWN'S REPAIR & AUTO PARTS, INC.  | 4,809.13                 | VEHICLE REPAIR SERVICES                 |
| CDW GOVERNMENT                     | 1,208.97                 | TECH REPAIR & MAINTENANCE SUPPLIES      |
| CENEX FLEET FUELING                | 3,075.29                 | FUEL                                    |
| CENTURYLINK                        | 605.61                   | TELEPHONE                               |
| CHAT MOBILITY                      | 208.23                   | TELEPHONE                               |
| CITY OF SHENANDOAH                 | 18,158.43                | WATER-SEWER                             |
| Corning Rental                     | 449.00                   | MAINTENANCE RENTAL OF EQUIPMENT         |
| CULLIGAN WATER                     | 425.47                   | MAINTENANCE RENTAL OF EQUIPMENT         |
| EGAN SUPPLY                        | 2,644.63                 | CUSTODIAL SUPPLIES                      |
| EMC INSURANCE                      | 1,500.00                 | DEDUCTIBLE                              |
| FAREWAY STORES                     | 137.73                   | SUPPLIES                                |
| FIRST WIRELESS INC.                | 2,390.57                 | SUPPLIES                                |
| FRONTIER BAG, INC.                 | 6,823.00                 | EL PRINCIPAL SUPPLIES                   |
| GLASS GUY, THE                     | 357.05                   | MAINTENANCE BUILDING REPAIR SERVICES    |
| GRAINGER                           | 2,006.60                 | MAINTENANCE SUPPLIES                    |
| GREEN HILLS AEA                    | 2,000.00                 | ELEM GENERAL PD SUPPLIES                |
| GRIZZLY INDUSTRIAL                 | 6,123.00                 | CARL PERKINS SUPPLIES                   |
| HD PRO INSTITUTIONAL               | 2,109.17                 | MAINTENANCE SUPPLIES                    |
| IAMO COMMUNICATIONS                | 30.00                    | NETWORK SUPPORT INTERNET ACCESS         |
| IMAGINE LEARNING                   | 45,200.00                | MIDDLE SCHOOL INST SOFTWARE             |
| IOWA COMMUNICATIONS NETWORK        | 179.39                   | DATA/TELEPHONE                          |
| IOWA DEPARTMENT FOR THE BLIND      | 36.00                    | INSTRUCTIONAL SUPPLIES                  |
| IOWA HIGH SCHOOL MUSIC ASSOCIATION | 94.00                    | HS VOCAL MUSIC STUDENT ENTRY & REG FEES |
| IOWA PRISON INDUSTRIES             | 629.26                   | GENERAL SUPPLIES                        |
| IOWA PUPIL TRANSPORTATION ASSOC.   | 240.00                   | TRANSPORTATION SUPERVISOR DUES          |
| JB PARTS & SUPPLY                  | 452.86                   | TRANSPORTATION REPAIR PARTS             |
| JOHN GOWING PLUMBING AND HEATING   | 596.51                   | GREENHOUSE BUILDING EXPENDITURES        |
| JOHNSON CONTROLS                   | 123.05                   | OTHER PURCHASED PROPERTY SERVICES       |
| KAMI - NOTABLE INC.                | 198.00                   | MS PD GENERAL SUPPLIES                  |
| LAWN WORLD                         | 250.00                   | OTHER PURCHASED PROPERTY SERVICES       |
| MARTIN BROS DIST                   | 232.05                   | SUPPLIES                                |
| MENARDS                            | 460.74                   | HS IND ARTS SUPPLIES                    |
| MID-AMERICAN RESEARCH CHEMICAL     | 4,005.98                 | CUSTODIAL SUPPLIES                      |
| MIDAMERICAN ENERGY                 | 15,833.68                | UTILITIES-ELECTRICITY                   |
| MILLER BUILDING                    | 719.82                   | MAINTENANCE SUPPLIES                    |
| MITEL NET SOLUTIONS                | 1,187.30                 | TELEPHONE                               |
| OMAHA PERFORMING ARTS              | 1,175.00                 | ADMISSION                               |
| PETERSEN AUTO                      | 669.00                   | VEHICLE REPAIR SERVICES                 |
| PLUNKETT'S PEST CONTROL            | 397.05                   | MAINTENANCE PEST CONTROL CONTRACTED     |
| RED OAK WELDING                    | 34.20                    | HS RENTAL OF EQUIPMENT                  |
| ROCSTOP CARDTROL                   | 3,963.73                 | TRANSPORTATION DIESEL                   |
| SAPP BROS.                         | 204.00                   | TRANSPORTATION SUPPLIES                 |
| SARAH MARTIN                       | 291.39                   | TEACHER DEVELOPMENT TRAVEL              |
| SAVVAS LEARNING COMPANY LLC        | 6,621.55                 | ELEM PD SUPPLIES                        |
| SCHOOL BUS SALES                   | 82.70                    | TRANSPORTATION REPAIR PARTS             |

|                                     |                   |  |
|-------------------------------------|-------------------|--|
| SHENANDOAH MEDICAL CENTER           | 778.00            | BUS DRIVER PHYSICALS                     |
| SHENANDOAH SANITATION               | 3,860.00          | MAINTENANCE GARBAGE COLLECTION           |
| SIGNS & SHINES                      | 114.00            | TRANSPORTATION SUPPLIES                  |
| SOUTHWESTERN COMM COLLEGE           | 8,286.60          | TUITION-COMMUNITY COLLEGES               |
| SWIFT SERVICES LLC                  | 574.90            | NETWORK SUPPORT INTERNET ACCESS          |
| THEMES & VARIATIONS INC.            | 174.95            | ELEM VOCAL MUSIC SUPPLIES                |
| TRUCK CENTER COMPANIES              | 66.88             | TRANSPORTATION REPAIR PARTS              |
| UNIVERSITY OF IOWA COLLEGE OF ENG.  | 1,030.00          | HS ROBOTICS SUPPLIES                     |
| US CELLULAR                         | 478.39            | NETWORK SUPPORT INTERNET ACCESS          |
| VALERIE CROLL                       | 50.00             | DRIVER PHYSICALS                         |
| VALLEY PUBLICATIONS                 | 374.78            | BOARD NEWSPAPER ADVERTISING              |
| VETTER EQUIPMENT CO                 | 1,954.09          | MAINTENANCE PARTS                        |
| WILLIAM BARRETT                     | 5.79              | REIMBURSEMENT                            |
| Fund Number 10                      | <u>189,587.98</u> |  |
| Checking Account ID 10              | Fund Number 22    | MANAGEMENT FUND                          |
| WILSON INSURANCE AGENCY             | <u>7,642.00</u>   | BUILDING INSURANCE                       |
| Fund Number 22                      | 7,642.00          |  |
| Checking Account ID 10              | Fund Number 33    | SAVE (SECURE AN ADVANCED VISION FOR ED.  |
|                                     | 782.10            | BUILDING IMPROVEMENT                     |
| GRAINGER                            | <u>14,123.00</u>  | BUILDING IMPROVEMENT                     |
| RASMUSSEN MECHANICAL SERVICES       | 14,905.10         |  |
| Fund Number 33                      |                   |  |
| Checking Account ID 10              | Fund Number 36    | PHYSICAL PLANT & EQUIPMENT               |
| ACER SERVICE CORPORATION            | 20,359.31         | TECH RELATED SUPPLIES                    |
| ALBIREO ENERGY                      | 10,176.00         | BUILDING REPAIR                          |
| B & H PHOTO                         | 3,939.41          | BUILDING IMPROVMENT FURNITURE&FIXTURES   |
| BLUPOINTE DRS                       | 750.00            | TECH RELATED SOFTWARE                    |
| BMO MASTERCARD                      | 2,000.27          | BUILDING IMPROVMENT FURNITURE&FIXTURES   |
| BMO MASTERCARD                      | 580.42            | TECH RELATED SUPPLIES                    |
| CDW GOVERNMENT                      | 12,669.54         | PARTS/SUPPLIES/SOFTWARE                  |
| DOUG MEYER CHEVROLET                | 58,295.00         | TRANSPORTATION VEHICLES                  |
| FULL COMPASS SYSTEMS, LTD.          | 676.55            | BUILDING IMPROVMENT FURNITURE&FIXTURES   |
| GLASS GUY, THE                      | 968.56            | BUILDING REPAIR                          |
| GRANT WOOD AEA                      | 15,592.34         | TECH RELATED SOFTWARE                    |
| GUTTER TECH, INC.                   | 4,590.00          | BUILDING REPAIR                          |
| KIDWELL INC.                        | 18,800.00         | OTHER EQUIPMENT                          |
| MIDAMERICAN ENERGY                  | 9.45              | STUDENT HOUSING PROJECT                  |
| MILLER BUILDING                     | 1,657.21          | STUDENT HOUSING PROJECT                  |
| RISE VISION                         | 999.00            | TECH RELATED SOFTWARE                    |
| WALLIN PLUMBING & HEATING           | 7,157.76          | STUDENT HOUSING PROJECT                  |
| WELLS FARGO FINANCIAL LEASING       | <u>2,181.88</u>   | COPIER LEASE                             |
| Fund Number 36                      | 161,402.70        |  |
| Checking Account ID 10              | Fund Number 61    | SCHOOL NUTRITION FUND                    |
| ANDERSON ERICKSON DAIRY             | 14,342.36         | MILK                                     |
| BMO MASTERCARD                      | 2,609.41          | SCHOOL LUNCH PROGRAM SUPPLIES            |
| BMO MASTERCARD                      | 279.60            | SNF SUPPLIES                             |
| BMO MASTERCARD                      | 160.00            | SNF STAFF WORKSHOP/CONFERENCE REGISTRATI |
| FAREWAY STORES                      | 156.04            | FOOD/SUPPLIES                            |
| HY-VEE                              | 355.58            | FOOD/SUPPLIES                            |
| MARTIN BROS DIST                    | <u>39,592.70</u>  | FOOD/SUPPLIES                            |
| Fund Number 61                      | 57,495.69         |  |
| Checking Account ID 10              | 431,033.47        |  |
| Checking Account ID 40              | Fund Number 21    | ACTIVITY FUND                            |
| AMY MCCLINTOCK                      | 120.00            | GENERAL ATHLETICS OFFICIAL               |
| BAND BOOSTERS                       | 775.12            | MUSTANG FIELD CONCESSION SUPPLIES        |
| BMO MASTERCARD                      | 734.19            | TRAVEL                                   |
| BMO MASTERCARD                      | 2,704.43          | SUPPLIES/GENERAL ATHLETICS               |
| BMO MASTERCARD                      | 438.08            | SUPPLIES                                 |
| BMO MASTERCARD                      | 921.05            | DUES/SUPPLIES                            |
| BMO MASTERCARD                      | 2,495.00          | HS DRAMA SUPPLIES                        |
| BMO MASTERCARD                      | 947.66            | SUPPLIES/GENERAL ATHLETICS               |
| BMO MASTERCARD                      | 983.29            | SUPPLIES/STUDENT COUNCIL                 |
| BMO MASTERCARD                      | 4,491.34          | MUSTANG FIELD CONCESSION SUPPLIES        |
| BMO MASTERCARD                      | 436.10            | MAY MENTORING ACTIVITY SUPPLIES          |
| BMO MASTERCARD                      | 1,402.79          | HS DRAMA SUPPLIES                        |
| BMO MASTERCARD                      | 419.00            | SUPPLIES/GENERAL ATHLETICS               |
| BMO MASTERCARD                      | 492.60            | SUPPLIES/GENERAL ATHLETICS               |
| BMO MASTERCARD                      | 1,015.04          | HS DRAMA SUPPLIES                        |
| BRYAN (ANDY) REGAN                  | 530.00            | MS GENERAL ATHLETICS OFFICIAL            |
| BSN SPORTS                          | 1,258.25          | SUPPLIES                                 |
| BUSINESS PROFESSIONALS OF AMERICA - | 56.00             | DUES                                     |
| CHRISTOPHER OLSON                   | 44.00             | GENERAL ATHLETIC WORKERS                 |
| CODY RICE                           | 44.00             | GENERAL ATHLETIC WORKERS                 |
| COUNTY LINE DESIGN                  | 780.80            | SUPPLIES/GENERAL ATHLETICS               |
| CRAIG GARDNER                       | 66.00             | GENERAL ATHLETIC WORKERS                 |
| DAN COMER                           | 140.00            | GENERAL ATHLETICS OFFICIAL               |
| DANNCO INC.                         | 1,865.00          | SUPPLIES/GENERAL ATHLETICS               |

|                                      |                  |                                   |
|--------------------------------------|------------------|-----------------------------------|
| DENNY HOWARD                         | 44.00            | GENERAL ATHLETIC WORKERS          |
| DON'S JOHNS & SEPTIC PUMPING         | 768.00           | RENTAL/GENERAL ATHLETICS          |
| ELM STREET GRILL                     | 100.00           | SUPPLIES/SHEN FOOTBALL            |
| FAREWAY STORES                       | 1,628.62         | SUPPLIES                          |
| FIRST NATIONAL BANK/KAYLA MICHAELSON | 100.00           | TRAVEL                            |
| GRAPHIC EDGE DBA GAME ONE            | 2,040.82         | SUPPLIES/GENERAL ATHLETICS        |
| GREG PULLIAM                         | 100.00           | MS GENERAL ATHLETICS OFFICIAL     |
| HAUFF SPORTS - DAKOTA SPORTS &       | 1,710.00         | SUPPLIES/GENERAL ATHLETICS        |
| IOWA CENTRAL CHEER                   | 240.00           | REGISTRATION/CHEERLEADERS         |
| IOWA FFA ASSOCIATION                 | 1,483.00         | DUES/FFA                          |
| IOWA GIRLS HS ATHLETIC UNION         | 51.00            | SUPPLIES/GENERAL ATHLETICS        |
| IOWA HIGH SCHOOL ATHLETIC ASSN       | 395.00           | SUPPLIES/GENERAL ATHLETICS        |
| JASON MCGRUDER                       | 140.00           | GENERAL ATHLETICS OFFICIAL        |
| JIM DOYLE                            | 120.00           | GENERAL ATHLETICS OFFICIAL        |
| JKAY PHOTO AND DESIGN                | 390.00           | HS SUPPLIES/FFA                   |
| JON COLE                             | 140.00           | GENERAL ATHLETICS OFFICIAL        |
| JULIE WOLF                           | 22.00            | GENERAL ATHLETIC WORKERS          |
| JULIEN NIGHTSER                      | 140.00           | GENERAL ATHLETICS OFFICIAL        |
| KEARI BEBOUT                         | 66.00            | MS GENERAL ATHLETIC WORKERS       |
| LACY FOUTCH                          | 22.00            | MS GENERAL ATHLETIC WORKERS       |
| MARK MEYER                           | 140.00           | GENERAL ATHLETICS OFFICIAL        |
| MATT BIRD                            | 140.00           | GENERAL ATHLETICS OFFICIAL        |
| MATT HOBBIE                          | 290.00           | MS GENERAL ATHLETICS OFFICIAL     |
| MICHAEL MICHAELSON                   | 44.00            | GENERAL ATHLETIC WORKERS          |
| MILLER BUILDING                      | 59.34            | HS DRAMA SUPPLIES                 |
| NEBRASKA WRESTLING CAMPS INC         | 285.00           | REGISTRATION/SHEN WRESTLERS       |
| OSBORN, CURTIS                       | 200.00           | MS GENERAL ATHLETICS OFFICIAL     |
| PRESTON ROBBIE MACE                  | 390.00           | MS GENERAL ATHLETICS OFFICIAL     |
| R. KEVIN WHITEHILL                   | 200.00           | MS GENERAL ATHLETICS OFFICIAL     |
| RAY LILES                            | 44.00            | GENERAL ATHLETIC WORKERS          |
| RIEMAN MUSIC DES MOINES              | 227.83           | SUPPLIES/MS MARCHING MUSTANGS     |
| ROCSTOP - FOOD                       | 715.00           | MUSTANG FIELD CONCESSION SUPPLIES |
| RON GREBERT                          | 140.00           | GENERAL ATHLETICS OFFICIAL        |
| SERENITY STUDIO&SPA                  | 157.29           | SUPPLIES                          |
| SHARI FOOTE                          | 88.00            | GENERAL ATHLETIC WORKERS          |
| SHENANDOAH CSD                       | 165.01           | SUPPLIES/MARCHING MUSTANGS        |
| SIGNS & SHINES                       | 40.00            | SUPPLIES/CHEERLEADERS             |
| TARKIO FFA                           | 6,175.50         | TRAVEL/FFA                        |
| TERRY KEISER                         | 140.00           | GENERAL ATHLETICS OFFICIAL        |
| TODD GILL                            | 140.00           | GENERAL ATHLETICS OFFICIAL        |
| TOM OLSON                            | 390.00           | MS GENERAL ATHLETICS OFFICIAL     |
| TRUSCORE                             | 626.87           | SUPPLIES/SHEN TENNIS              |
| WEST MUSIC                           | 23.90            | SUPPLIES/SHEN SINGERS             |
| WILLIAM LABRUM                       | 110.00           | MS GENERAL ATHLETIC WORKERS       |
| Fund Number 21                       | <u>43,791.92</u> |                                   |
| Checking Account ID 40               | <u>43,791.92</u> |                                   |

| First Name | Last Name | Organization                      | Start Date | End Date   | Name of Fundraiser  | What specific funds will be used for  | Percentage of profit     | Population                   |
|------------|-----------|-----------------------------------|------------|------------|---|---|--------------------------|------------------------------|
| Stacy      | Resh      | Computers for Education (Library) | 11/16/2023 | 12/8/2023  | Believe Kids Magazines and Online Sales                       | books   | 40%                      | Other                        |
| Jon        | Weinrich  | G BB / VB                         | 10/21/2023 | 10/21/2023 | Breakfast Fundrasier  | Travel Uniforms   | All except cost of goods | Staff or General Public      |
| Jon        | Weinrich  | GBB                               | 10/24/2023 | 11/6/2023  | BOUND Campaign Store  | Travel Uniforms   | 80                       | Staff or General Public      |
| Todd       | McGinnis  | Wrestling                         | 12/16/2023 | 12/16/2023 | Bank Iowa Pin Fundraiser and Nebel construction TD fundraiser | Wrestling room needs, paying for summer technicians, athlete's meals          | 100%                     | Local or Regional Businesses |
| Daniel     | Autry     | BPA                               | 11/7/2023  | 12/15/2023 | World's Finest Chocolates                                     | BPA general funds and covering expenses for competitions and conferences      | 50%                      | Students                     |
| Lindsey    | Lundgren  | Shenandoah Student Council        | 11/15/2023 | 11/30/2023 | Team Throws and Stocking Hats                                 | School Wide activities, Homecoming and Winter X Games, Leadership conferences | ~50%                     | Staff or General Public      |



5976 Shenandoah Comm School District

# SBRC Application

The 2023 SBRC Application will not update and be open until November 15, 2023. Please do not upload any minutes or requests until on or after November 15, 2023.

The application is due by December 1. If the application is timely filed by December 1 but related board action is taken after December 1, the district may upload board minutes up to two days after board action is taken in December.

**Request: Increased Enrollment** Districts may request modified supplemental amount (MSA) (i.e. spending authority) for on-time funding (awarded in current year) if the certified enrollment count of the current year exceeded the certified enrollment count of the prior year.

| Certified Enrollment Current Year FTE | Certified Enrollment Previous Year FTE | Certified Enrollment Increase FTE | DCPP Current Year | Maximum MSA Request Increase FTE x DCPP |
|---------------------------------------|--|-----------------------------------|-------------------|---|
| 1057.00                               | 1050.30                                | 6.70                              | 7413.00           | 49667.10                                |

**Request: Open Enrollment Out** Current Year (CY) Open Enrollment Out (OEO) Not on Prior Year (PY) Headcount

| Preliminary Eligible FTE | Certified Enrollment Increase FTE | Final Eligible FTE | DCPP Previous Year | Maximum MSA Request (Final FTE x Previous Year DCPP) |
|--------------------------|-----------------------------------|--------------------|--------------------|--|
| 45.30                    | 6.70                              | 38.60              | 7227.00            | 278962.20  |

**Request: EL Instruction Beyond 5 Years**

- Application description: Districts may request MSA for the costs of providing instructional services to English learner (EL) students being served beyond the five years of weightings.
- Eligible LEP Count: Line 1 = Eligible, Line 2 = EL FTE
- Test Level: Line 1 = ELPA, Line 2 = Test Level
- Weighting: Weighting
- DCPP: Line 1 = DCPP, Line 2 = Current Year

- Maximum MSA Request(Count x Weighting x DCP): Line 1 = Maximum MSA Request, Line 2 = (FTE x Weighting x DCP)

| Eligible LEP Count | Test Level   | Weighting | DCPP Current Year | Maximum MSA Request (Count x Weighting X DCP) |
|--------------------|--------------|-----------|-------------------|---|
| 2.00               | Intermediate | 0.21      | 7413.00           | 3113.46                                       |
| 0.00               | Intensive    | 0.26      |                   |   |

## District Certifier Contact

Include the title and phone number of the district contact completing this report.

| Name            | Email                | Title | Phone        |
|-----------------|----------------------|-------|--------------|
| William Barrett | barrettw@shencsd.com | SBO   | 712-246-1581 |

## Submit Your Application

By clicking Submit We, the officials of this district certify under penalty of perjury and pursuant to the laws of the state of Iowa that the data submitted on this SBRC Application, are true, correct, and complete and complies with all applicable requirements of federal and state laws, rules, regulations, and instructions.

Certify Date:11/4/2022 4:15:24 PM

## Upload Board Minutes

Upload a copy of the board minutes authorizing the request(s) to the SBRC for these purposes. Board minutes should reflect the reason for the request and the amount authorized. Specific resolution language was published in the October 2021 SBA. [SBA Link](#)

Board Minutes Date 11/14/2022

[Download](#) 202211NOV14 Board Minutes 11.14.22.docx11/15/2022

## **501.10 Discipline of Students Who Make Threats of Violence or Cause Incidents of Violence**

Discipline is designed to promote behavior that will enable students to learn and successfully participate in their educational and social environments. The school district discipline policy for students who make a threat of violence or commit an act of violence is developed to help students understand their obligations to others in the school setting, secure the safety of all students, staff, and the community, and to correct student behavior if a violation occurs (2023 Iowa Acts, chapter 96 (House File 604), sec. 7, new section 279.79, subsection 1).

Students will conduct themselves in a manner fitting their age, grade level, and maturity, and with respect and consideration for the rights of others while on school district property or on property within the jurisdiction of the school district; while on school district owned and/or operated school district or chartered vehicles; while attending or engaged in school district activities; and while away from school district grounds if misconduct will directly affect the good order, efficient management and welfare of the school district. Consequences for the misconduct will be fair and tailored to the age, grade level, and maturity of the student.

Discipline and other responses to threats or incidents of violence by a student with a disability, including removal from a class, placement in a therapeutic classroom, suspensions, and expulsions, will comply with the provisions of applicable federal and state laws including, but not limited to, the IDEA, Section 504 of the Rehabilitation Act, and the Americans with Disabilities Act (2023 Iowa Acts, chapter 96 (House File 604), sec. 7, new section 279.79, subsection 3).

## **501.10R Reporting a Threat of Violence or Incidence of Violence**

In the case of any threat of violence or incident of violence that results in injury, property damage or assault by a student, the teacher will report to the school principal or lead administrator within 24 hours of the incident. The principal or lead administrator will notify the parent or guardian of the student(s) who threatened or perpetrated an act of violence and the student(s) who the threatened or perpetrated act of violence was made against within 24 hours after receipt of the teacher's report and complete an investigation of the incident as soon as possible. The classroom teacher may also notify the parent or guardian of the student who made the threat or caused the incident, and the parent or guardian of the student against whom the threat or incident was directed (2023 Iowa Acts, chapter 96 (House File 604), sec. 4).

An investigation will be initiated by the principal or lead administrator upon learning of an incident of violence or threat of violence through any credible means. If the principal or lead administrator finds that an incident of violence or threat of violence did occur, the administrator will determine the level of threat or incident by considering all aspects of the situation, including the student's intent and knowledge of the impact of their actions, their developmental level, and context of the incident. The resolution will focus on identifying the cause behind the behavior and appropriate corrective action (2023 Iowa Acts, chapter 96 (House File 604), sec. 7, new section 279.79, subsections 1 and 4).

A student who makes a threat of violence, causes an incident of violence that results in injury or property damage or who commits an assault, will be subject to escalating levels of discipline for each occurrence. When appropriate, referrals will be made to local law enforcement. The school district retains the authority to assign the level of disciplinary measures appropriate to the severity of the threat of violence or incident of violence (2023 Iowa Acts, chapter 96 (House File 604), sec. 7, new section 279.79, subsection 5).

### **Threat of Violence**

Threat of violence means a written, verbal, electronic or behavioral message that either explicitly or implicitly expresses an intention to inflict emotional or physical injury, property damage or assault.

### **Incident of Violence**

Incident of violence means the intentional use of physical force or power against oneself, another person, a group or community or property resulting in injury, property damage or assault.

### **Injury**

Injury means "physical pain, illness or any impairment of physical condition." State v. McKee, 312 N.W.2d 907, 913 (Iowa 1981).

### **Property Damage**

Property damage means any destruction, damage, impairment or alteration of property to which the individual does not have a right to take such an action. Property means real property, which

includes any real estate, building or fixture attached to a building or structure, and personal property, which includes intangible property (Iowa Code section 4.1(21)).

### **Assault**

Assault means when, without justification, a student does any of the following:

an act which is intended to cause pain or injury to or which is intended to result in physical contact which will be insulting or offensive to another, coupled with the apparent ability to execute the act; or any act which is intended to place another in fear of immediate physical contact which will be painful, injurious, insulting or offensive, coupled with the apparent ability to execute the act; or intentionally points any firearm toward another or displays in a threatening manner any dangerous weapon toward another.

The act is not an assault when the person doing any of the above and the other person are voluntary participants in a sport, social or other activity, not in itself criminal, when the act is a reasonably foreseeable incident of such sport or activity, and does not create an unreasonable risk of serious injury or breach of the peace (Following Iowa Code section 708.1).

### **Levels of Behavior**

The following levels are used to determine the school district's response to situations where the school district has determined that a student has made a threat of violence or caused an incident of violence. The school district's response will be based upon the administration's investigation into reports of a threat of violence or an incident of violence, the administration's application of this policy to the particular facts of each situation, and the administration's determination of the level of disciplinary measures appropriate to the severity of the threat of violence or incident of violence.

#### **Escalating Responses by Grade Band**

##### **Grades PK-2**

| Level   | Escalating Response  |
|---------|--|
| Level 1 | <ul style="list-style-type: none"><li>▪ Requires parent or guardian notification.</li><li>▪ Requires individualized educational program (IEP) meeting if the student has an IEP.</li><li>▪ Responses may include any of the following:<ul style="list-style-type: none"><li>○ Parent or guardian conference that includes the student, when appropriate;</li><li>○ When appropriate and with written parent consent, counseling, and/or mental health counseling subject to available resources of the district;</li><li>○ Behavior intervention student agreement coupled with another response(s);</li><li>○ Restitution or opportunities to repair relationships coupled with another response(s);</li><li>○ Detention; and/or</li><li>○ Temporary removal from class.</li></ul></li><li>▪ Unless the first offense is unusually serious, the administrator will avoid permanent removal from a class</li></ul> |

|         |   |
|---------|---|
| Level 2 | <ul style="list-style-type: none"> <li>▪ Requires parent or guardian notification.</li> <li>▪ Review of response to prior offense, if applicable, to inform increased level of response.</li> <li>▪ Requires individualized educational program (IEP) meeting if the student has an IEP.</li> <li>▪ Responses to the incident may include the following: <ul style="list-style-type: none"> <li>▪ Parent or guardian conference that includes the student, when appropriate; <ul style="list-style-type: none"> <li>○ When appropriate, with written parent/guardian consent, counseling, and/or mental health</li> <li>○ counseling subject to available resources of the district;</li> <li>○ Behavior intervention student agreement coupled with another response(s);</li> <li>○ Restitution or opportunities to repair relationships coupled with another response(s);</li> <li>○ Detention;</li> <li>○ Temporary or permanent removal from extracurricular activities;</li> <li>○ Temporary or permanent removal from class;</li> <li>○ In-school suspension;</li> <li>○ Suspension of transportation privileges if misconduct occurred in a school vehicle; and/or</li> <li>○ Placement in an alternative learning environment, including a therapeutic classroom, when appropriate.</li> </ul> </li> </ul> </li> </ul>              |
| Level 3 | <ul style="list-style-type: none"> <li>▪ Requires parent or guardian notification.</li> <li>▪ Review of response to prior offense, if applicable, to inform increased level of response.</li> <li>▪ Requires individualized educational program (IEP) meeting if the student has an IEP.</li> <li>▪ Responses to an incident may include the following: <ul style="list-style-type: none"> <li>○ Parent or guardian conference that includes the student, when appropriate;</li> <li>○ When appropriate, with written parent/guardian consent, counseling, and/or mental health counseling subject to available resources of the district;</li> <li>○ Behavior intervention student agreement coupled with another response(s);</li> <li>○ Restitution or opportunities to repair relationships coupled with another response(s).</li> <li>○ Detention;</li> <li>○ Temporary or permanent removal from extracurricular activities; Temporary or permanent removal from class;</li> <li>○ In-school suspension;</li> <li>○ Out-of-school suspension;</li> <li>○ Suspension of transportation privileges if misconduct occurred in a school vehicle;</li> <li>○ Placement in an alternative learning environment, including a therapeutic classroom, when appropriate; and/or</li> <li>○ Recommendation for expulsion.</li> </ul> </li> </ul> |

**Grades 3-5**

|       |                     |
|-------|---------------------|
| Level | Escalating Response |
|-------|---------------------|

|         |   |
|---------|---|
| Level 1 | <ul style="list-style-type: none"> <li>▪ Requires parent or guardian notification.</li> <li>▪ Requires individualized educational program (IEP) meeting if the student has an IEP.</li> <li>▪ Responses may include any of the following: <ul style="list-style-type: none"> <li>○ Parent or guardian conference that includes the student, when appropriate;</li> <li>○ When appropriate and with written parent consent, counseling, and/or mental health counseling subject to available resources of the district;</li> <li>○ Behavior intervention student agreement coupled with another response(s);</li> <li>○ Restitution or opportunities to repair relationships coupled with another response(s);</li> <li>○ Detention; and/or</li> <li>○ Temporary removal from class.</li> </ul> </li> <li>▪ Unless the first offense is unusually serious, the administrator will avoid permanent removal from a class</li> </ul>  |
| Level 2 | <ul style="list-style-type: none"> <li>▪ Requires parent or guardian notification.</li> <li>▪ Review of response to prior offense, if applicable, to inform increased level of response.</li> <li>▪ Requires individualized educational program (IEP) meeting if the student has an IEP.</li> <li>▪ Responses to the incident may include the following: <ul style="list-style-type: none"> <li>○ Parent or guardian conference that includes the student, when appropriate;</li> <li>○ When appropriate, with written parent/guardian consent, counseling, and/or mental health counseling subject to available resources of the district;</li> <li>○ Behavior intervention student agreement coupled with another response(s);</li> <li>○ Restitution or opportunities to repair relationships coupled with another response(s);</li> <li>○ Detention;</li> <li>○ Temporary or permanent removal from extracurricular activities;</li> <li>○ Temporary or permanent removal from class;</li> <li>○ In-school suspension;</li> <li>○ Suspension of transportation privileges if misconduct occurred in a school vehicle; and/or</li> <li>○ Placement in an alternative learning environment, including a therapeutic classroom, when appropriate.</li> </ul> </li> </ul> |
| Level 3 | <ul style="list-style-type: none"> <li>▪ Requires parent or guardian notification.</li> <li>▪ Review of response to prior offense, if applicable, to inform increased level of response.</li> <li>▪ Requires individualized educational program (IEP) meeting if the student has an IEP.</li> <li>▪ Responses to an incident may include the following: <ul style="list-style-type: none"> <li>○ Parent or guardian conference that includes the student, when appropriate;</li> <li>○ When appropriate, with written parent/guardian consent, counseling, and/or mental health counseling subject to available resources of the district;</li> <li>○ Behavior intervention student agreement coupled with another response(s);</li> <li>○ Restitution or opportunities to repair relationships coupled with another response(s).</li> </ul> </li> </ul>  |

|  |  |
|--|--|
|  | <ul style="list-style-type: none"> <li>○ Detention;</li> <li>○ Temporary or permanent removal from extracurricular activities;</li> <li>○ Temporary or permanent removal from class;</li> <li>○ In-school suspension;</li> <li>○ Out-of-school suspension;</li> <li>○ Suspension of transportation privileges if misconduct occurred in a school vehicle;</li> <li>○ Placement in an alternative learning environment, including a therapeutic classroom, when appropriate; and/or</li> <li>○ Recommendation for expulsion.</li> </ul> |
|--|--|

### Grades 6-8

| Level   | Escalating Response   |
|---------|---|
| Level 1 | <ul style="list-style-type: none"> <li>▪ Requires parent or guardian notification.</li> <li>▪ Requires individualized educational program (IEP) meeting if the student has an IEP.</li> <li>▪ Responses may include any of the following:               <ul style="list-style-type: none"> <li>○ Parent or guardian conference that includes the student, when appropriate;</li> <li>○ When appropriate and with written parent consent, counseling, and/or mental health counseling subject to available resources of the district;</li> <li>○ Behavior intervention student agreement coupled with another response(s);</li> <li>○ Restitution or opportunities to repair relationships coupled with another response(s);</li> <li>○ Detention; and/or</li> <li>○ Temporary removal from class.</li> </ul> </li> </ul>  |
| Level 2 | <ul style="list-style-type: none"> <li>▪ Requires parent or guardian notification.</li> <li>▪ Review of response to prior offense, if applicable, to inform increased level of response.</li> <li>▪ Requires individualized educational program (IEP) meeting if the student has an IEP.</li> <li>▪ Responses to the incident may include the following:               <ul style="list-style-type: none"> <li>○ Parent or guardian conference that includes the student, when appropriate;</li> <li>○ When appropriate, with written parent/guardian consent, counseling, and/or mental health counseling subject to available resources of the district;</li> <li>○ Behavior intervention student agreement coupled with another response(s);</li> <li>○ Restitution or opportunities to repair relationships coupled with another response(s);</li> <li>○ Detention;</li> <li>○ Temporary or permanent removal from extracurricular activities;</li> <li>○ Temporary or permanent removal from class;</li> <li>○ In-school suspension;</li> <li>○ Out-of-school suspension</li> <li>○ Suspension of transportation privileges if misconduct occurred in a school vehicle; and/or</li> <li>○ Placement in an alternative learning environment, including a therapeutic classroom, when appropriate.</li> </ul> </li> </ul> |



|         |  |
|---------|--|
| Level 3 | <ul style="list-style-type: none"> <li>▪ Requires parent or guardian notification.</li> <li>▪ Review of response to prior offense, if applicable, to inform increased level of response.</li> <li>▪ Requires individualized educational program (IEP) meeting if the student has an IEP.</li> <li>▪ Responses to an incident may include the following: <ul style="list-style-type: none"> <li>○ Parent or guardian conference that includes the student, when appropriate;</li> <li>○ When appropriate, with written parent/guardian consent, counseling, and/or mental health counseling subject to available resources of the district;</li> <li>○ Behavior intervention student agreement coupled with another response(s);</li> <li>○ Restitution or opportunities to repair relationships coupled with another response(s).</li> <li>○ Detention;</li> <li>○ Temporary or permanent removal from extracurricular activities;</li> <li>○ Temporary or permanent removal from class;</li> <li>○ In-school suspension;</li> <li>○ Out-of-school suspension;</li> <li>○ Suspension of transportation privileges if misconduct occurred in a school vehicle;</li> <li>○ Placement in an alternative learning environment, including a therapeutic classroom, when appropriate; and/or</li> <li>○ Recommendation for expulsion.</li> </ul> </li> </ul> |
|---------|--|

### Grades 9-12

| Level   | Escalating Response  |
|---------|--|
| Level 1 | <ul style="list-style-type: none"> <li>▪ Requires parent or guardian notification.</li> <li>▪ Requires individualized educational program (IEP) meeting if the student has an IEP.</li> <li>▪ Responses to an incident may include, but are not limited to, the following: <ul style="list-style-type: none"> <li>○ Parent or guardian conference that includes the student, when appropriate;</li> <li>○ When appropriate and with written parent/guardian consent, counseling, and/or mental health counseling subject to available resources of the district;</li> <li>○ Behavior intervention student agreement coupled with another response(s);</li> <li>○ Restitution or opportunities to repair relationships coupled with another response(s);</li> <li>○ Detention;</li> <li>○ Temporary removal from extracurricular activities;</li> <li>○ Temporary removal from class;</li> <li>○ In-school suspension; and/or</li> <li>○ Suspension of transportation if misconduct occurred in a school vehicle</li> </ul> </li> </ul> |
| Level 2 | <ul style="list-style-type: none"> <li>▪ Requires parent or guardian notification.</li> <li>▪ Review of response to prior offense, if applicable, to inform increased level of response.</li> <li>▪ Requires individualized educational program (IEP) meeting if the student has an IEP.</li> </ul>  |

|         |   |
|---------|---|
|         | <ul style="list-style-type: none"> <li>▪ Response to an incident may include the following: <ul style="list-style-type: none"> <li>○ Parent or guardian conference that includes the student, when appropriate;</li> <li>○ When appropriate and with written parent/guardian consent, counseling, and/or mental health counseling subject to available resources of the district;</li> <li>○ Behavior intervention student agreement coupled with another response(s);</li> <li>○ Restitution or opportunities to repair relationships coupled with another response(s);</li> <li>○ Detention;</li> <li>○ Temporary or permanent removal from extracurricular activities;</li> <li>○ Temporary or permanent removal from class; o In-school suspension;</li> <li>○ Out-of-school suspension;</li> <li>○ Suspension of transportation privileges if misconduct occurred in a school vehicle; and/or</li> <li>○ Placement in an alternative learning environment, including a therapeutic classroom, when appropriate</li> </ul> </li> </ul>  |
| Level 3 | <ul style="list-style-type: none"> <li>▪ Requires parent or guardian notification.</li> <li>▪ Review of response to prior offense, if applicable, to inform increased level of response.</li> <li>▪ Requires individualized educational program (IEP) meeting if the student has an IEP.</li> <li>▪ Response to an incident may include the following: <ul style="list-style-type: none"> <li>○ Parent or guardian conference that includes the student, when appropriate;</li> <li>○ When appropriate and with written parent/guardian consent, counseling, and/or mental health counseling subject to available resources of the district;</li> <li>○ Behavior intervention student agreement coupled with another response(s);</li> <li>○ Restitution or opportunities to repair relationships coupled with another response(s);</li> <li>○ Detention;</li> <li>○ Temporary or permanent removal from extracurricular activities;</li> <li>○ Temporary or permanent removal from class; o In-school suspension;</li> <li>○ Out-of-school suspension;</li> <li>○ Suspension of transportation privileges if misconduct occurred in a school vehicle;</li> <li>○ Placement in an alternative learning environment, including a therapeutic classroom, when appropriate; and/or</li> <li>○ Recommendation for expulsion.</li> </ul> </li> </ul> |

## Definitions

**Detention** means the student's presence is required during non-school hours for disciplinary purposes. The student can be required to appear prior to the beginning of the school day, after school has been dismissed for the day or on a non-school day. Whether a student will serve detention, and the length of the detention, is within the discretion of the licensed employee or the building principal disciplining the student.

**Expulsion** means an action by the board to remove a student from the school environment, which includes, but is not limited to, classes and activities, for a period of time set by the board.

**In-school suspension** means the student will attend school but will be temporarily isolated from one or more classes while under supervision. An in-school suspension will not exceed ten consecutive school days.

**Out-of-school suspension** means the student is removed from the school environment, which includes school classes and activities. An out-of-school suspension will not exceed ten consecutive school days unless due process is provided as required by federal and state law. A restriction from school activities means a student will attend school and classes and practice but will not participate in school activities.

**Placement in an alternate learning environment** means placement of a student in an environment established apart from the regular educational program that includes rules, staff, and resources designed to accommodate student needs and to provide a comprehensive education consistent with the student learning goals and content standards established by the school district.

**Removal from the classroom** means a student is sent to the building principal's office. It is within the discretion of the person in charge of the classroom to remove the student.

First Read: 10/23/23

**Regulation 705.01-R(2): Purchasing – Bidding - Using Federal Funds in Procurement Contracts**

Status: DRAFT

Original Adopted Date: 03/10/2022 | Last Reviewed Date: 03/10/2022

In addition to the District's standard procurement and purchasing procedures, the following procedures for vendors/contractors paid with federal funds are required. When federal, state, and local requirements conflict, the most stringent requirement will be followed.

2 CFR Part 200, Subpart D Subsection §200.318 (c)(1)

No District employee, officer, or agent may participate in the selection, award and administration of contracts supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. District officers, employees, and agents may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, for situations where the financial interest is not substantial or the gift is an unsolicited item of nominal value, district employees must abide by all relevant board policies. Violation of this requirement may result in disciplinary action for the District employee, officer, or agent.

2 CFR Part 200, Subpart D Subsection §200.320 (e)(1-4)

Procurement for contracts paid with federal funds may be conducted by noncompetitive (single source) proposals when one or more of the following circumstances apply: (1) the item is only available from a single source; (2) public exigency or emergency will not permit the delay resulting from competitive bids; (3) the Federal awarding agency or pass-through entity expressly authorizes noncompetitive proposals in response to a written request from the non-Federal entity; or (4) after solicitation of a number of sources, competition is inadequate.

2 CFR Part 200, Subpart D Subsection §200.321

The District will take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. Affirmative steps must include: (1) placing such businesses on solicitation lists; (2) soliciting such businesses whenever they are potential sources; (3) when economically feasible, dividing contracts into smaller tasks or quantities to allow participation from such businesses; (4) establishing delivery schedules that encourage participation by such businesses; (5) when appropriate, utilizing the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and (6) requiring the primary contractor to follow steps (1) through (5) when subcontractors are used.

The district will include the following provisions in all procurement contracts or purchase orders include the following provisions when applicable:

2 CFR Part 200 Appendix II

(A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal

Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and

Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) See §200.322 Procurement of recovered materials.

#### **§200.216 Prohibition on certain telecommunications and video surveillance services or equipment**

**(a) The district is prohibited from obligating or expending loan or grant funds to:**

1. Procure or obtain;
2. Extend or renew a contract to procure or obtain; or
3. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

i. For purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunication equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

ii. Telecommunications or video surveillance services provided by such entities or using such equipment.

iii. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence of the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned by or controlled by, or otherwise connected to, the government of a foreign country.

(b) In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (l), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

(c) See Public Law 115-232, section 889 for additional information.

(d) See also §200.471.

Legal Reference: Title 2 Code of Federal Regulation (C.F.R.) Grants and Agreements, Part 200 Uniform  
— Administrative Requirements, Cost Principles, and Audit Requirements for Federal  
— Awards

### I.C. Iowa Code References

|                 | <b>Description</b>   |
|-----------------|--|
| Iowa Code § 26  | Bidding -<br><a href="https://simbli.eboardsolutions.com/SU/aFno4slshdCbTf11DhNDInbSlshw==">https://simbli.eboardsolutions.com/SU/aFno4slshdCbTf11DhNDInbSlshw==</a>                     |
| Iowa Code § 285 | Transportation Aid -<br><a href="https://simbli.eboardsolutions.com/SU/T8ZH285Flslsh0R8XUaK1gzbw==">https://simbli.eboardsolutions.com/SU/T8ZH285Flslsh0R8XUaK1gzbw==</a>                |
| Iowa Code § 28E | Joint Exercise of Government Power -<br><a href="https://simbli.eboardsolutions.com/SU/7NU4opSJ5nUoWHfcJUY0kg==">https://simbli.eboardsolutions.com/SU/7NU4opSJ5nUoWHfcJUY0kg==</a>      |
| Iowa Code § 297 | School Houses/Sites -<br><a href="https://simbli.eboardsolutions.com/SU/nvXAM4Hpc9x1sMAWslshaKCCw==">https://simbli.eboardsolutions.com/SU/nvXAM4Hpc9x1sMAWslshaKCCw==</a>               |
| Iowa Code § 301 | Textbooks -<br><a href="https://simbli.eboardsolutions.com/SU/z6zjIdeU8v20qSc7hh9jsQ==">https://simbli.eboardsolutions.com/SU/z6zjIdeU8v20qSc7hh9jsQ==</a>                               |
| Iowa Code § 73A | Public Contracts and Bonds -<br><a href="https://simbli.eboardsolutions.com/SU/IVJpClqmTCnoX5uG18h9sg==">https://simbli.eboardsolutions.com/SU/IVJpClqmTCnoX5uG18h9sg==</a>              |
| Iowa Code § 73  | Preferences -<br><a href="https://simbli.eboardsolutions.com/SU/7ZkZJcfLoiRpNkdqAmOE6A==">https://simbli.eboardsolutions.com/SU/7ZkZJcfLoiRpNkdqAmOE6A==</a>                             |
| Iowa Code §72.3 | Divulging Contents of Sealed Bids -<br><a href="https://simbli.eboardsolutions.com/SU/yXfslshyBaD0qc4D4mmpu69aw==">https://simbli.eboardsolutions.com/SU/yXfslshyBaD0qc4D4mmpu69aw==</a> |

### I.A.C. Iowa Administrative Code References

|                  | <b>Description</b>   |
|------------------|--|
| 261 I.A.C. 54    | Economical Development - Iowa TSB Program -<br><a href="https://simbli.eboardsolutions.com/SU/fQmcqzPY9Oz0Q3E1C9GeOw==">https://simbli.eboardsolutions.com/SU/fQmcqzPY9Oz0Q3E1C9GeOw==</a> |
| 281 I.A.C. 43.25 | Transportation - Purchasing -<br><a href="https://simbli.eboardsolutions.com/SU/KOLzk2slshXAJ6slshs5Wa3H0D5Q==">https://simbli.eboardsolutions.com/SU/KOLzk2slshXAJ6slshs5Wa3H0D5Q==</a>   |

### Cross References

|        | <b>Description</b>                |
|--------|-----------------------------------|
| 705.04 | Expenditures for a Public Purpose |

|             |  |
|-------------|--|
| 705.04-R(1) | Expenditures for a Public Purpose - Use of Public Funds Regulation |
| 801.04      | Site Acquisition   |
| 802.03      | Emergency Repairs  |
| 803.01      | Disposition of Obsolete Equipment                                  |
| 803.02      | Lease, Sale or Disposal of School District Buildings & Sites       |



**AIA**<sup>®</sup>

# Document B102<sup>®</sup> – 2017

## *Standard Form of Agreement Between Owner and Construction Manager without a Predefined Scope of Construction Manager's Services*

**AGREEMENT** made as of the 23rd day of October in the year 2023  
*(In words, indicate day, month and year.)*

**BETWEEN** the Construction Manager's client identified as the Owner:  
*(Name, legal status, address and other information)*

Shenandoah Community School District  
304 West Nishna Road  
Shenandoah, IA 51601

and the Construction Manager:  
*(Name, legal status, address and other information)*

Carl A. Nelson & Company  
1815 Des Moines Avenue  
Burlington, IA 52601

for the following (hereinafter referred to as "the Project"):  
*(Insert information related to types of services, location, facilities, or other descriptive information as appropriate.)*

Shenandoah Community School District  
K-8 Facility Study  
601 Dr. Creighton Circle  
Shenandoah, IA 51601

The Owner and Construction Manager agree as follows.

**ADDITIONS AND DELETIONS:**

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Init.

**User Notes:**

(1715562294)



## TABLE OF ARTICLES

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### ARTICLE 1 CONSTRUCTION MANAGER'S RESPONSIBILITIES

Use of the words "Architect" or "Architect's", as they appear in the Contract Documents shall mean "Construction Manager" and "Construction Manager's" respectively.

**§ 1.1** The Construction Manager shall provide the following professional services:  
*(Describe the scope of the Construction Manager's services or identify an exhibit or scope of services document setting forth the Construction Manager's services and incorporated into this document in Section 9.2.)*

AIA Document B210 – 2017 Standard Form of Architect's Services.

**§ 1.1.1** The Construction Manager represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

**§ 1.2** The Construction Manager shall perform its services consistent with the professional skill and care ordinarily provided by Construction Managers practicing in the same or similar locality under the same or similar circumstances. The Construction Manager shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

**§ 1.3** The Construction Manager identifies the following representative authorized to act on behalf of the Construction Manager with respect to the Project.  
*(List name, address, and other contact information.)*

Cindy Larson, Project Manager  
Carl A. Nelson & Company  
1815 Des Moines Avenue  
Burlington, IA 52601  
Phone: (319) 754-8415  
Email: clarson@carlanelsonco.com

**§ 1.4** Except with the Owner's knowledge and consent, the Construction Manager shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Construction Manager's professional judgment with respect to this Project.

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§ 1.5 The Construction Manager shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Construction Manager normally maintains, the Owner shall pay the Construction Manager as set forth in Section 6.2.3.

§ 1.5.1 Commercial General Liability with policy limits of not less than One Million and No/100 Dollars (\$1,000,000.00) for each occurrence and Two Million and No/100 Dollars (\$2,000,000.00) in the aggregate for bodily injury and property damage.

§ 1.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Construction Manager with policy limits of not less than One Million and No/100 Dollars (\$ 1,000,000.00 ) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 1.5.3 The Construction Manager may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 1.5.1 and 1.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 1.5.4 Workers' Compensation at statutory limits.

§ 1.5.5 Employers' Liability with policy limits not less than Five Hundred Thousand and No/100 Dollars (\$ 500,000.00 ) each accident, Five Hundred Thousand and No/100 Dollars (\$ 500,000.00 ) each employee, and Five Hundred Thousand and No/100 Dollars (\$ 500,000.00 ) policy limit.

§ 1.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than One Million and No/100 Dollars (\$ 1,000,000.00 ) per claim and One Million and No/100 Dollars (\$ 1,000,000.00 ) in the aggregate with a deductible not to exceed Seventy-Five Thousand and No/100 Dollars (\$75,000.00).

§ 1.5.7 **Additional Insured Obligations.** If requested by the Owner, to the fullest extent permitted by law, the Construction Manager shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Construction Manager's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 1.5.8 The Construction Manager shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 1.5.

## ARTICLE 2 OWNER'S RESPONSIBILITIES

§ 2.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 2.2 The Owner identifies the following representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Construction Manager's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Construction Manager's services. *(List name, address, and other contact information.)*

Dr. Keri Nelson, Superintendent  
Shenandoah Community School District  
304 West Nishna Road  
Shenandoah, Iowa 51601  
Phone: (712)246-1581  
Email: nelsonk@shenandoah.k12.ia.us

Init.

§ 2.3 The Owner shall coordinate the services of its own consultants with those services provided by the Construction Manager. Upon the Construction Manager's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Construction Manager in this Agreement, or authorize the Construction Manager to furnish them as an Additional Service, when the Construction Manager requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 2.4 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 2.5 The Owner shall provide prompt written notice to the Construction Manager if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Construction Manager's Instruments of Service.

§ 2.6 Within 15 days after receipt of a written request from the Construction Manager, the Owner shall furnish the requested information as necessary and relevant for the Construction Manager to evaluate, give notice of, or enforce lien rights.

### **ARTICLE 3 COPYRIGHTS AND LICENSES**

§ 3.1 The Construction Manager and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 3.2 The Construction Manager and the Construction Manager's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Construction Manager and the Construction Manager's consultants.

§ 3.3 The Construction Manager grants to the Owner a nonexclusive license to use the Construction Manager's Instruments of Service solely and exclusively for the purposes of evaluating, constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 5 and Article 6. The Construction Manager shall obtain similar nonexclusive licenses from the Construction Manager's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services or construction for the Project. If the Construction Manager rightfully terminates this Agreement for cause as provided in Section 5.4, the license granted in this Section 3.3 shall terminate.

§ 3.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Construction Manager and Construction Manager's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Construction Manager and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 3.3.1. The terms of this Section 3.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 5.4.

§ 3.4 Except for the licenses granted in this Article 3, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Construction Manager. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Construction Manager and the Construction Manager's consultants.

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§ 3.5 Except as otherwise stated in Section 3.3, the provisions of this Article 3 shall survive the termination of this Agreement.

#### ARTICLE 4 CLAIMS AND DISPUTES

##### § 4.1 General

§ 4.1.1 The Owner and Construction Manager shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Construction Manager waive all claims and causes of action not commenced in accordance with this Section 4.1.1.

§ 4.1.2 To the extent damages are covered by property insurance, the Owner and Construction Manager waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201–2017, General Conditions of the Contract for Construction. The Owner or the Construction Manager, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 4.1.3 The Construction Manager and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 5.7.

##### § 4.2 Mediation

§ 4.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Construction Manager's services, the Construction Manager may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 4.2.2 The Owner and Construction Manager shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 4.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 4.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 4.2, the method of binding dispute resolution shall be the following:

*(Check the appropriate box.)*

Arbitration pursuant to Section 4.3 of this Agreement

Litigation in a court of competent jurisdiction

Other *(Specify)*

Init.

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If the Owner and Construction Manager do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

#### **§ 4.3 Arbitration**

**§ 4.3.1** If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

**§ 4.3.1.1** A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

**§ 4.3.2** The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

**§ 4.3.3** The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

#### **§ 4.3.4 Consolidation or Joinder**

**§ 4.3.4.1** Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

**§ 4.3.4.2** Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

**§ 4.3.4.3** The Owner and Construction Manager grant to any person or entity made a party to an arbitration conducted under this Section 4.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Construction Manager under this Agreement.

**§ 4.4** The provisions of this Article 4 shall survive the termination of this Agreement.

### **ARTICLE 5 TERMINATION OR SUSPENSION**

**§ 5.1** If the Owner fails to make payments to the Construction Manager in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Construction Manager's option, cause for suspension of performance of services under this Agreement. If the Construction Manager elects to suspend services, the Construction Manager shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Construction Manager shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Construction Manager all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Construction Manager's services. The Construction Manager's fees for the remaining services and the time schedules shall be equitably adjusted.

**§ 5.2** If the Owner suspends the Project, the Construction Manager shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Construction Manager shall be compensated for

expenses incurred in the interruption and resumption of the Construction Manager's services. The Construction Manager's fees for the remaining services and the time schedules shall be equitably adjusted.

**§ 5.3** If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Construction Manager, the Construction Manager may terminate this Agreement by giving not less than seven days' written notice.

**§ 5.4** Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

**§ 5.5** The Owner may terminate this Agreement upon not less than seven days' written notice to the Construction Manager for the Owner's convenience and without cause.

**§ 5.6** If the Owner terminates this Agreement for its convenience pursuant to Section 5.5, or the Construction Manager terminates this Agreement pursuant to Section 5.3, the Owner shall compensate the Construction Manager for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Construction Manager's termination of consultant agreements.

**§ 5.7**  
*(Paragraphs deleted)*  
NOT USED

**§ 5.8** Except as otherwise expressly provided herein, this Agreement shall terminate  
*(Check the appropriate box.)*

- One year from the date of commencement of the Construction Manager's services
- One year from the date of Substantial Completion
- Other  
*(Insert another termination date or refer to a termination provision in an attached document or scope of service.)*

If the Owner and Construction Manager do not select a termination date, this Agreement shall terminate one year from the date of commencement of the Construction Manager's services.

**§ 5.9** The Owner's rights to use the Construction Manager's Instruments of Service in the event of a termination of this Agreement are set forth in Article 3 and Section 5.7.

## **ARTICLE 6 COMPENSATION**

**§ 6.1** The Owner shall compensate the Construction Manager as set forth below for services described in Section 1.1, or in the attached exhibit or scope document incorporated into this Agreement in Section 9.2.  
*(Insert amount of, or basis for, compensation or indicate the exhibit or scope document in which compensation is provided for.)*

Lump Sum in the amount of Forty-Six Thousand and No/100 Dollars (\$46,000.00). These services will be billed on a monthly basis with payment due within 30 days of receipt of the billing.

### **§ 6.2 Compensation for Reimbursable Expenses**

**§ 6.2.1**  
*(Paragraphs deleted)*  
NOT USED

**§ 6.2.2** NOT USED

Init.

**§ 6.2.3 Construction Manager's Insurance.** If the types and limits of coverage required in Section 1.5 are in addition to the types and limits the Construction Manager normally maintains, the Owner shall pay the Construction Manager for the additional costs incurred by the Construction Manager for the additional coverages as set forth below:  
*(Insert the additional coverages the Construction Manager is required to obtain in order to satisfy the requirements set forth in Section 1.5, and for which the Owner shall reimburse the Construction Manager.)*

## **§ 6.3 Payments to the Construction Manager**

### **§ 6.3.1 Initial Payments**

**§ 6.3.1.1** An initial payment of zero (\$ 0.00 ) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

### **§ 6.3.2 Progress Payments**

**§ 6.3.2.1** Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Construction Manager's invoice. Amounts unpaid thirty ( 30 ) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Construction Manager.

*(Insert rate of monthly or annual interest agreed upon.)*

12 % twelve percent per annum

**§ 6.3.2.2** The Owner shall not withhold amounts from the Construction Manager's compensation to impose a penalty or liquidated damages on the Construction Manager, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Construction Manager agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

**§ 6.3.2.3** Records of Reimbursable Expenses and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

## **ARTICLE 7 MISCELLANEOUS PROVISIONS**

**§ 7.1** This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 4.3.

**§ 7.2** Except as separately defined herein, terms in this Agreement shall have the same meaning as those in AIA Document A201™–2017, General Conditions of the Contract for Construction.

**§ 7.3** The Owner and Construction Manager, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Construction Manager shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Construction Manager by the Owner prior to the assignment.

### **§ 7.4 NOT USED**

#### **§ 7.4.1 NOT USED**

**§ 7.5** If the Owner requests the Construction Manager to execute certificates, the proposed language of such certificates shall be submitted to the Construction Manager for review at least 14 days prior to the requested dates of execution. If the Owner requests the Construction Manager to execute consents reasonably required to facilitate assignment to a lender, the Construction Manager shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Construction Manager for review at least 14 days prior to execution. The Construction Manager shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 7.6 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Construction Manager.

§ 7.7 Unless otherwise required in this Agreement, the Construction Manager shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 7.8 The Construction Manager shall have the right to include photographic or artistic representations of the design of the Project among the Construction Manager's promotional and professional materials. The Construction Manager shall be given reasonable access to the completed Project to make such representations. However, the Construction Manager's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Construction Manager in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Construction Manager in the Owner's promotional materials for the Project. This Section 7.8 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 5.4.

§ 7.9 If the Construction Manager or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 7.9.1. This Section 7.9 shall survive the termination of this Agreement.

§ 7.9.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 7.9.

§ 7.10 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

## ARTICLE 8 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:  
(Include other terms and conditions applicable to this Agreement.)

## ARTICLE 9 SCOPE OF THE AGREEMENT

§ 9.1 This Agreement represents the entire and integrated agreement between the Owner and the Construction Manager and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Construction Manager.

§ 9.2 This Agreement is comprised of the following documents identified below:

- .1 AIA Document B102™–2017, Standard Form Agreement Between Owner and Construction Manager

(Paragraph deleted)

- .2 Exhibits:

(Check the appropriate box for any exhibits incorporated into this Agreement.)

- [ ] AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:  
(Insert the date of the E204–2017 incorporated into this Agreement.)

Init.



[ X ] Other Exhibits incorporated into this Agreement:  
(Clearly identify any other exhibits incorporated into this Agreement.)

AIA Document B210 – 2017 Standard Form of Architect’s Services

4 Other documents:  
(List other documents, including the Construction Manager’s scope of services document, hereby incorporated into the Agreement.)

Proposal for K-8 facility assessment, dated September 19, 2023.

This Agreement entered into as of the day and year first written above.

Shenandoah Community School District

Carl A. Nelson & Company

\_\_\_\_\_  
OWNER (Signature)

\_\_\_\_\_  
CONSTRUCTION MANAGER (Signature)

\_\_\_\_\_  
(Printed name and title)

Chris Smith, President

\_\_\_\_\_  
(Printed name, title, and license number, if required)

Init.

# AIA<sup>®</sup> Document B210<sup>™</sup> – 2017

## Standard Form of Architect's Services: Facility Support

for the following **PROJECT**:  
(Name and location or address)

Shenandoah Community School District  
K-8 Facility Study  
601 Dr. Creighton Circle  
Shenandoah, IA 51601

**THE OWNER:**  
(Name, legal status and address)

Shenandoah Community School District  
304 West Nishna Road  
Shenandoah, IA 51601

**THE ARCHITECT:**  
(Name, legal status and address)

Carl A. Nelson & Company  
1815 Des Moines Avenue  
Burlington, IA 52601

### THE AGREEMENT

This Standard Form of Architect's Services is part of the accompanying Owner-Architect Agreement (hereinafter, together referred to as the Agreement) dated the 23rd day of October in the year 2023 .

(In words, indicate day, month and year.)

### TABLE OF ARTICLES

|   |                              |
|---|------------------------------|
| 1 | INITIAL INFORMATION          |
| 2 | FACILITY SUPPORT SERVICES    |
| 3 | ADDITIONAL SERVICES          |
| 4 | OWNER'S RESPONSIBILITIES     |
| 5 | COMPENSATION                 |
| 6 | SPECIAL TERMS AND CONDITIONS |

### ARTICLE 1 INITIAL INFORMATION

§ 1.1 The Architect's services are based on the Initial Information set forth in this Article 1.  
(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Architect shall perform the Facility Support Services described herein for the following Facility or Facilities:

### ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This document provides the Architect's scope of services only and must be used with an Owner-Architect agreement. It may be attached as an exhibit to AIA Document B102<sup>™</sup>-2017, Standard Form of Agreement Between Owner and Architect without a Predefined Scope of Architect's Services or used with AIA Document G802<sup>™</sup>-2017, Amendment to the Professional Services Agreement, to create a modification to any Owner-Architect agreement. The Architect should consult with its professional liability insurance provider to determine whether the services described herein are covered under the Architect's policy.

*(List the name and location or address of each building or other Facility for which the Architect will perform Facility Support Services.)*

Shenandoah K-8, 601 Dr. Creighton Circle, Shenandoah, IA 51601

§ 1.1.2 The Architect shall retain the following consultants:  
*(List name, discipline, address, and other information.)*

§ 1.1.3 The Owner's contractors and consultants that affect the Architect's services:  
*(List name, discipline, address, and other information.)*

§ 1.1.4 Other Initial Information on which the Architect's services are based:  
*(List below other information that will affect the Architect's performance of its services, such as the Owner's intended use for the Facility or Facilities, the Owner's budget for the Project, the Owner's anticipated milestone dates, current digital facility management system, and Owner confidentiality requirements.)*

§ 1.1.5 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation.

## **ARTICLE 2 FACILITY SUPPORT SERVICES**

§ 2.1 The Architect shall manage the Facility Support Services, research applicable design criteria, attend meetings pertaining to the Facility Support Services, communicate with members of the Project team, and report progress to the Owner.

§ 2.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness, of services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 2.3 The Architect shall prepare, and periodically update, a schedule of Facility Support Services that identifies milestone dates for decisions required of the Owner, services furnished by the Architect, and completion of documentation to be provided by the Architect. The Architect shall coordinate the schedule of Facility Support Services with the Owner's Project schedule.

§ 2.4 The Architect shall submit documentation regarding the Facility Support Services to the Owner at intervals appropriate to the process for purposes of evaluation and approval by the Owner. The Architect shall be entitled to rely on approvals received from the Owner to complete the Facility Support Services.

§ 2.5 The Architect shall provide the listed Facility Support Services only if specifically designated below as the Architect's responsibility for the Facility or Facilities designated. Unless otherwise specifically addressed in the Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Facility Support Service is not being provided for the Project.  
*(Designate the Architect's Facility Support Services and the Owner's Facility Support Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Facility Support Service and each Facility for which the service is to be provided.)*

| Services                                       | Responsibility<br><i>(Architect, Owner or Not Provided)</i> | Facility<br><i>(Identify the Facility or Facilities for each service)</i> |
|--|---|---|
| <b>§ 2.5.1 FACILITY CONDITION ASSESSMENT</b>   |   |   |
| <i>(Row deleted)</i>                           |   |   |
| .1 Site Features (sidewalk)                    | Architect   |   |
| <i>(Row deleted)</i>                           |   |   |
| .2 Interior Components (ADA, finishes)         | Architect   |   |
| .3 Mechanical and Plumbing Systems             | Engineer  |   |
| .4 Conveying Equipment                         | Architect   |   |
| <i>(Rows deleted)</i>                          |   |   |
| .5 Preliminary Cost Estimate                   | Architect   |   |
| <i>(Row deleted)</i>                           |   |   |
| <b>§ 2.5.2 FACILITY PERFORMANCE ASSESSMENT</b> |   |   |
| .1 Utility Operating Cost                      | Owner   |   |
| .2 Building Automation Systems                 | Engineer  |   |

*(Rows deleted)*

## § 2.6 Description of Services

A brief description of each Facility Support Service is provided below.

### § 2.6.1 FACILITY CONDITION ASSESSMENT

*(Paragraphs deleted)*

**§ 2.6.1.1 Site Features.** The Architect shall provide the Owner with a written assessment, based on visual observation, of the site conditions of the Facility, including sidewalks. The assessment shall identify existing site features; describe their current conditions; estimate their remaining useful life; identify observed deficiencies; and provide recommendations regarding repairs, replacements, and further investigation.

**§ 2.6.1.2 Interior Components.** The Architect shall provide the Owner with a written assessment, based on visual observation, of the interior conditions of the Facility, including ceilings, walls, floors, finishes, stairways, and doors. The assessment shall identify existing interior components; describe their current conditions; estimate their remaining useful life; identify observed deficiencies; and provide recommendations regarding repairs, replacements, and further investigation.

**§ 2.6.1.3 Mechanical Systems.** The Architect shall provide the Owner with a written assessment, based on visual observation, of the mechanical systems of the Facility, including equipment, distribution systems, devices, fixtures, and controls. The assessment shall identify existing mechanical systems; describe their current conditions; estimate their remaining useful life; identify observed deficiencies; and provide recommendations regarding repairs, replacements, and further investigation.

**§ 2.6.1.6 Conveying Equipment.** The Architect shall provide the Owner with a written assessment, whether two elevators are needed, and provide recommendations regarding repairs, replacements, and further investigation.

*(Paragraphs deleted)*

**§ 2.6.1.7 Preliminary Cost Estimate.** Based on the Facility Condition Assessment services provided, the Architect shall prepare a preliminary cost estimate to implement the Architect's recommended repairs and replacements. The Architect's preliminary cost estimate shall be based on current area, volume, or similar conceptual estimating techniques and shall include Contractors' general conditions costs, overhead, and profit, but not the compensation of the Architect, financing, contingencies for changes in the Work, or other costs that are the responsibility of the Owner. The preliminary cost estimate represents the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget or from any estimate prepared or agreed to by the Architect.

### § 2.6.2 FACILITY PERFORMANCE ASSESSMENT

**§ 2.6.2.1 Utility Operating Cost.** The Architect shall provide the Owner with a written assessment of the utility operating costs of the Facility. The assessment shall include an evaluation of relevant utility bills, weather data, building automations systems, utility rates, hours of occupancy, and applicable codes as they pertain to utility operating costs. The assessment shall also include a comparison of the Facility’s utility operating costs to industry benchmarks and preliminary recommendations for improvement.

**§ 2.6.2.2 Building Automation Systems.** The Architect shall provide the Owner with a written assessment of the building automation systems of the Facility. The assessment shall include an evaluation of record documents, computer software, equipment and system trending, alarms, and energy management, as they pertain to the building automation systems. The assessment shall also include preliminary recommendations for improving performance of the building automation systems.

*(Paragraphs deleted)*

**ARTICLE 3 ADDITIONAL SERVICES**

**§ 3.1** Additional Services may be provided after execution of the Agreement, without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Article shall entitle the Architect to compensation pursuant to Section 5.2 and an appropriate adjustment in the Architect’s schedule.

**ARTICLE 4 OWNER'S RESPONSIBILITIES**

**§ 4.1** The Owner shall provide to the Architect data necessary for the Facility Support Services, which may include record drawings; shop drawings; operation and maintenance manuals; master plans; operation costs; operation budgets; salary structure; organizational changes; job descriptions and qualifications; work order system data; building automation systems; administration support and policy and procedure manuals; pertinent records relative to historical building data, building equipment, building materials, and furnishings; and repair records.

**§ 4.2** The Owner shall provide access to the property, buildings, and personnel necessary for the Architect to complete the services. The personnel shall conduct tours and walk-throughs and explain the Facility’s original, current, and anticipated future use.

**ARTICLE 5 COMPENSATION**

**§ 5.1** If not otherwise specifically addressed in the Agreement, the Owner shall compensate the Architect for the Facility Support Services as follows:

*(Insert amount of, or basis for, compensation.)*

Lump Sum of Forty-Six Thousand and No/100 Dollars (\$46,000.00)

**§ 5.2** For Additional Services that may arise during the course of the Project, including those under Article 3, the Owner shall compensate the Architect as follows:

*(Insert amount of, or basis for, compensation.)*

**§ 5.3** Compensation for Additional Services of the Architect’s consultants, when not included in Section 5.2, shall be the amount invoiced to the Architect plus percent ( %), or as otherwise stated below:

A quote will be provided if additional services are requested.

**ARTICLE 6 SPECIAL TERMS AND CONDITIONS**

Special terms and conditions that modify this Standard Form of Architect’s Services: Facility Support are as follows:

Carl A. Nelson & Company Proposal, dated September 19, 2023

September 19, 2023

Dr. Keri Nelson, Superintendent  
Shenandoah Community School District  
Dr. Keri Nelson, Superintendent  
304 West Nishna Road  
Shenandoah, Iowa 51601

RE: Proposal for K-8 facility assessment

Dr. Nelson:

We are pleased to submit this proposal to complete a facility assessment for your K-8 Building. The following is our understanding of the necessary services.

### **General Overview**

The 122,000 square foot, K-8 Building serves all of Shenandoah's Elementary and Middle School students. The building was put into service around 2002. Much of the equipment and finishes are nearing the end of their expected life expectancy. The facility assessment report will develop a high level plan for the recommended upgrades and provide budget ranges for planning purposes. The resulting document from this assessment is not intended be detailed enough to be used to procure bids from contractors. Architectural and engineering detailed design services will be needed to complete the construction documents for bidding.

The building HVAC system comprises of boilers, cooling tower, heat pumps and make-up air units. There are approximately 160 heat pumps. In the last four years approximately 40 of the heat pumps have been replaced. It is assumed the heat pumps are at the end of their life. SCSD would like to explore if it makes sense to replace the existing system with a Geothermal system or if a partial replacement of the existing system would a be better approach. A review of a sample of the existing controls is also needed which would determine if the controls are functioning at the K8 Building per the original design.

We understand that you would like to look at the building accessible compliance and separation of genders issues.

- A. There is an elevator shaft that either needs permanently blocked or an elevator installed. It is currently a safety hazard. We will also look at elevator accessible compliance.
- B. In the Nurses Area, there are some tight quarters that need reviewed for accessible compliance and function.
- C. We will address a "conference/meeting room" near the gym area for coaches of opposite gender to meet with their teams.
- D. We will study if there a way to incorporate single occupancy restrooms or private changing areas into the locker rooms.
- E. Review slope at curb cuts of sidewalks on accessible route for ADA compliance.

All finishes have general wear and tear that could be expected with twenty years of use. The items reviewed will include the following;

- A. The gym floors, new bleachers, new flooring tile, carpet tile and fresh coat of paint is desired to freshen up the schools. Depending on the extent of the HVAC

- replacement, it also may make sense to replace the ceiling tile and maybe the ceiling grid.
- B. Review the sidewalks around the building and document areas that need repair due to cracks or deterioration.
- C. The classroom doors and hardware replacement is already in the works and therefore is excluded from this proposal.

**Deliverables:**

The facility assessment and masterplan recommendation will include the following;

- Existing HVAC Equipment Review: Provide a synopsis of what a partial replacement would look like and a general schedule/timeline for replacement, and a budget range.
- New HVAC System Recommendation: Research and advise if a geothermal system is a cost-effective solution for the K-8 building. Include a budget range to upgrade to the geothermal system.
- HVAC Controls: Recommendation for replacing or repairing controls based on reviewing a sample of controls including a budget range.
- Finishes Upgrades: Documenting the existing finishes, their condition, and proposed replacement material type and quantity. Provide a budget range.
- ADA/Gender Issues Review: Review the existing sidewalks, restrooms, locker rooms, and nurse area to determine if these areas meet ADA requirement. Provide a possible solution for coaches to meet with teams outside of the locker room. Make recommendations.

Based on the recommendations in the above items, a masterplan recommendation that includes the project scopes with corresponding phasing schedule for the series of projects will be provided.


|   |          |
|---|----------|
| HVAC Facility Assessment Report .....         | \$30,000 |
| Architectural Finishes Review .....           | \$8,000  |
| Architectural ADA/Gender Issuers Report ..... | \$8,000  |

It is proposed to complete the facility assessment in the spring of 2024, and an on-site presentation to the school board is included.

If in agreement an AIA B210-2017 contract will be provided for signature.

If you have any questions, please give me a call.

Sincerely,

  
 Cindy Larson, NCARB  
 Project Manager