

- c. Chapter 103 Board Policy Revision
- 9. Informational Items
 - a. Next Regular Meeting –February 8, 2021 at 5:00 p.m.
- 10. Adjourn

Shenandoah Community School District
Minutes of the Annual Meeting of the Board of Directors – December 14, 2020
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 Darrin Bouray, Jean Fichter, Jeff Hiser, Kathy Langley and Adam Van Der Vliet. Also present were Superintendent Dr. Kerri Nelson, School Business Official Sherri Ruzek and Board Secretary Lisa Holmes.

Mission Statement:

The SCSD Mission Statement was read by Director Van Der Vliet.

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.

Action Items:

Approval of Previous Minutes

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

Approval of Treasurer's Report

Motion to approve Account Balances, Unspent Authorized Budget Report and Accounts Payable by Director Langley, second by Director Van Der Vliet. Motion carried unanimously.

Adjournment of Retiring Board:

Motion by Director Van Der Vliet, second by Director Bouray to adjourn the meeting at 5:04 pm. Motion carried unanimously.

Call to Order:

Board Secretary Lisa Holmes called the meeting to order at 5:04 pm.

Roll Call:

Roll Call was answered by Directors Darrin Bouray, Jean Fichter, Jeff Hiser, Kathy Langley and Adam Van Der Vliet. Also present were Superintendent Dr. Kerri Nelson, School Business Official Sherri Ruzek and Board Secretary Lisa Holmes.

Director Hiser made a motion to vote verbally for officer elections. There was no second, so the motion died. The board will vote via paper ballot as was done previously.

Election of Board President and Oath:

Director Hiser nominated himself. Director Langley nominated Director Fichter. Paper ballots were handed out, collected and read by the board secretary with Directors Bouray, Fichter, Langley and Van Der Vliet voting for Director Fichter and Director Hiser voting for himself. Director Fichter was elected on a 4-1 vote. Board Secretary Lisa Holmes administered the oath of office to newly elected Board President Jean Fichter who then presided over the meeting.

Election of Board Vice President & Oath

Director Hiser nominated himself. Director Bouray nominated Director Van Der Vliet. Paper ballots were handed out, collected and read by the board secretary with Director Hiser voting for himself and Directors Bouray, Fichter, Langley and Van Der Vliet voting for Director Van Der Vliet. Director Van Der Vliet was elected on a 4-1 vote. Board Secretary Lisa Holmes administered the oath of office to newly elected Vice President Adam Van Der Vliet.

Administrative Reports:

Update on Talented and Gifted Program: Mr. Brett Roberts, TAG Instructor, is in the second year of a 3 year revision plan. The first year was spent revising testing practices, with this year’s focus on services offered. Next year the focus will be on tracking the progress of students within the program. The TAG students have also started a business called TAG Creations which uses GlowForge to create custom awards and items.

Consent Agenda:

Personnel Requests: Contracts: Courtney Rainey, Part-time Food Service - \$13.27/hour; Craig Leigan, Bus Driver - \$37.00/rt, \$14.72/hr. Resignations: Randal Barnes, HS Associate – effective Dec. 31. Fundraising Requests as noted. Early Graduation Requests – December 2020: Aryanna Kaea and Brynn Smyser. Motion to approve by Director Langley, second by Director Van Der Vliet. Ayes – Langley, Van Der Vliet, Bouray, Fichter; Nays – Hiser. Motion carried 4-1.

Action Items:

Approve Appointment of Ahlers & Cooney as SCSD Attorney and Valley News Today as SCSD Publication:

Motion to approve by Director Bouray, second by Director Van Der Vliet. Motion carried 4-0 with Director Hiser abstaining.

Appoint Member to Page County Conference Board:

Motion by Director Hiser to appoint himself to the conference board, second by Director Bouray. Motion carried 4-0 with Director Langley abstaining.

Informational Items:

Next Regular Meeting – January 11, 2020 at 5:00 pm

Adjournment:

Motion by Director Van Der Vliet, second by Director Bouray to adjourn the meeting at 5:39 pm. Motion carried unanimously.

Board Secretary

Board President

SHENANDOAH ACCOUNT BALANCES						
ACCOUNT	JULY	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER
General Fund (10)						
Beg Balance Checking (FNBC)	\$1,243,866.25	\$466,578.18	\$852,317.45	\$824,301.20	\$231,088.23	\$80,716.89
Beg Balance Savings (FNBC)	\$2,724,672.11	\$2,988,864.65	\$1,639,498.51	\$1,933,687.02	\$3,408,140.38	\$3,524,091.45
Revenues	\$56,745.67	\$151,061.98	\$1,334,814.17	\$2,012,906.49	1,055,643.39	\$1,135,926.64
Expenditures	-\$885,669.31	-\$1,155,049.85	-\$1,068,641.91	-\$1,136,957.50	-1,091,707.89	-\$1,084,758.37
End Balance Checking (FNBC)	\$466,578.18	\$852,317.45	\$824,301.20	\$231,088.23	80,716.89	\$39,626.15
End Balance Savings (FNBC)	\$2,988,864.65	\$1,639,498.51	\$1,933,687.02	\$3,408,140.38	3,524,091.45	\$3,620,029.78
Total General Fund	\$3,455,442.83	\$2,491,815.96	\$2,757,988.22	\$3,639,228.61	\$3,604,808.34	\$3,659,655.93
Management Fund (22)						
Beg Balance Checking (FNBC)	\$52,351.80	\$28,509.35	\$41,251.61	\$2,071.15	\$328.10	\$20,266.95
Beg Balance Savings (FNBC)	\$1,107,944.62	\$1,117,381.14	\$870,411.28	\$965,200.14	\$1,151,476.74	\$1,161,332.77
Revenues Checking	\$9,453.44	\$3,042.20	\$94,790.95	\$191,276.85	\$39,198.41	\$19,539.03
Expenditures Checking	-\$23,859.37	-\$237,269.80	-\$39,182.55	-\$6,743.30	-\$9,403.53	-\$34,121.45
End Balance Checking (FNBC)	\$28,509.35	\$41,251.61	\$2,071.15	\$328.10	\$20,266.95	\$6,147.79
End Balance Savings (FNBC)	\$1,117,381.14	\$870,411.28	\$965,200.14	\$1,151,476.74	\$1,161,332.77	\$1,160,869.51
Total Management Fund	\$1,145,890.49	\$911,662.89	\$967,271.29	\$1,151,804.84	\$1,181,599.72	\$1,167,017.30
SAVE Fund (33)						
Beg Balance Checking (FNBC)	\$645,393.77	\$124,991.61	\$9,870.07	\$49,503.30	\$329,657.21	\$252,692.42
Beg Balance Savings (FNBC)	\$4,381,301.61	\$3,403,770.01	\$2,372,481.42	\$1,640,885.14	\$1,159,217.18	\$1,210,928.93
Revenues Checking	\$92,558.67	\$88,730.37	\$88,431.48	\$88,348.11	121,794.93	\$89,815.38
Expenditures Checking	-\$1,590,492.43	-\$1,235,140.50	-\$780,394.53	-\$289,862.16	-147,047.97	-\$142,562.73
End Balance Checking (FNBC)	\$124,991.61	\$9,870.07	\$49,503.30	\$329,657.21	252,692.42	\$180,212.94
End Balance Savings (FNBC)	\$3,403,770.01	\$2,372,481.42	\$1,640,885.14	\$1,159,217.18	1,210,928.93	\$1,230,661.06
Total SAVE Fund	\$3,528,761.62	\$2,382,351.49	\$1,690,388.44	\$1,488,874.39	\$1,463,621.35	\$1,410,874.00
PPEL Fund (36)						
Beg Balance Checking (FNBC)	\$252,708.95	\$181,353.93	\$1,250.77	\$13,312.48	\$11,272.58	\$45,879.74
Beg Balance Savings (FNBC)	\$400,663.93	\$404,628.26	\$401,655.88	\$436,790.52	\$554,558.46	\$481,471.47
Revenues Checking	\$4,071.99	\$2,027.97	\$65,137.27	\$132,774.84	\$26,925.20	\$163,738.20
Expenditures Checking	-\$71,462.68	-\$185,103.51	-\$17,940.92	-\$17,046.80	-\$65,405.03	-\$12,166.71
Expenditures Accts Pay						
End Balance Checking (FNBC)	\$181,353.93	\$1,250.77	\$13,312.48	\$11,272.58	\$45,879.74	\$33,725.60
End Balance Savings (FNBC)	\$404,628.26	\$401,655.88	\$436,790.52	\$554,558.46	\$481,471.47	\$645,197.10
Total PPEL Fund	\$585,982.19	\$402,906.65	\$450,103.00	\$565,831.04	\$527,351.21	\$678,922.70
Debt Service Fund (40)						
Beg Balance Checking (FNBC)	\$0.00	\$0.00				
Beg Balance Savings (FNBC)	\$3.70	\$3.70	\$3.70	\$3.70	\$3.70	\$3.70
Beg Balance Fiscal Agent (FNBC)	\$96,186.66	\$166,222.13	\$236,276.37	\$306,343.87	\$376,433.62	\$376,433.62
Revenues Checking	\$70,035.47	\$70,054.24	\$70,067.50	\$70,089.75	\$70,065.03	\$70,073.14
Expenditures Checking						
Transfer						
End Balance Checking (FNBC)	\$0.00					
End Balance Savings (FNBC)	\$3.70	\$3.70	\$3.70	\$3.70	\$3.70	\$3.70
End Balance Fiscal Agent (FNBC)	\$166,222.13	\$236,276.37	\$306,343.87	\$376,433.62	\$446,498.65	\$423,170.99
Total Debt Service Fund	\$166,225.83	\$236,280.07	\$306,347.57	\$376,437.32	\$446,502.35	\$423,174.69
Total Checking Acct 1	\$801,433.07	\$904,689.90	\$889,188.13	\$572,346.12	\$399,556.00	\$259,712.48
Total Savings Acct 1	\$7,914,647.76	\$5,284,050.79	\$4,976,566.52	\$6,273,396.46	\$6,377,828.32	\$6,656,761.15
Total Savings Acct 15	\$166,222.13	\$236,276.37	\$306,343.87	\$376,433.62	\$446,498.65	\$423,170.99
Grand Total Acct 1	\$8,882,302.96	\$6,425,017.06	\$6,172,098.52	\$7,222,176.20	\$7,223,882.97	\$7,339,644.62

**SHENANDOAH COMMUNITY SCHOOL DISTRICT
EXPENDITURES TO CERTIFIED BUDGET COMPARISON
JULY 1, 2020 - JUNE 30, 2021**

DECEMBER									
	FUNCTION	GENERAL	MGMNT	TRUST	PPEL	EMG LEVY/ DISASTER RELIEF	PERL	ACTIVITY	
OTHER	INSTRUCTION	1XXX	\$2,827,292.58	\$125,229.08	\$3,400.00			\$90,931.53	
	SUPPORT SERVICES	2XXX	\$2,002,082.13	\$225,350.92		\$264,288.12			
	NON-INSTRUCTIONAL	3XXX							
	FACILITIES ACQ & CONST	4XXX				\$104,837.53			
	DEBT	5XXX							
	AEA FLOW THROUGH	6100	\$282,527.00						
	TRANSFERS								
	6900								
TOTAL		\$5,111,901.71	\$350,580.00	\$3,400.00	\$369,125.65	\$0.00	\$0.00	\$90,931.53	
PUBLISHED BUDGET		\$13,797,336.00	\$544,000.00	\$0.00	\$710,000.00	\$0.00	\$0.00	\$235,000.00	
% USED		37.05%	64.44%	0.00%	51.99%	0.00%	0.00%	38.69%	
		\$13,668,222.00							
	FUNCTION	CAPITAL PROJECTS	DEBT SERVICE	NUTRITION	OTHER ENTERPRISE	TOTAL USED	PUB BUDGET	% OF BUDGET	
	INSTRUCTION	1XXX				\$3,046,853.19	\$9,246,000.00	32.95%	
	SUPPORT SERVICES	2XXX	\$5,713.26		\$70.40	\$2,497,504.83	\$5,378,000.00	46.44%	
	NON-INSTRUCTION	3XXX		\$287,727.58		\$287,727.58	\$750,000.00	38.36%	
	FACILITIES ACQ & CONST	4XXX	\$2,368,492.60			\$2,473,330.13	\$3,900,000.00	63.42%	
	DEBT	5XXX	\$2,550.00	\$93,400.80		\$95,950.80	\$930,000.00	10.32%	
	AEA FLOW THROUGH	6100				\$282,527.00	\$522,336.00	54.09%	
	TRANSFER	62xx	\$420,096.42			\$420,096.42			
	TOTAL		\$2,796,852.28	\$93,400.80	\$287,797.98	\$0.00	\$9,103,989.95	\$20,726,336.00	43.92%
	PUBLISHED BUDGET		\$4,689,755.00	\$930,000.00	\$750,000.00	\$0.00			
	% USED		59.64%	10.04%	38.37%	0.00%		43.92%	

SHENANDOAH COMMUNITY SCHOOL
 CALCULATION OF MISCELLANEOUS INCOME
 2020-2021

	STATE AID/ SRCIPVR (CNI) Source Codes	TLC/FOUR YEAR-OLD STATE AID/TSS/ INTERVENTION/PD/ TRANSPORTATION Source Code	SPED DEFICIT SUPPLEMENTAL STATE AID Source Code	AEA FLOWTHROUGH Source Code	PROPERTY TAX Source Codes	INSTRUCTIONAL SUPPORT THROUGH INCOME SURTAXES Source Codes	EXCISE TAXES UTILITY REPL. Source Codes	** MISCELLANEOUS REVENUE	TOTAL REVENUE (Includes Flowthrough)	FY '20 Actuals
	3801, 3803, 3111	3116, 3117, 3119 3204, 3216, 3376	3113	3214	1110-1119	1134	1170-1179			
JUL				\$80,722.00				\$201,437.73	\$282,159.73	\$56,424.76
AUG				\$40,361.00	\$17,375.68			\$25,217.15	\$82,953.83	\$135,923.00
SEP	\$543,215.00	\$143,641.00		\$40,361.00	\$590,276.63		\$38.08	\$17,282.46	\$1,334,814.17	\$1,276,172.26
OCT	\$543,215.00	\$143,641.00		\$40,361.00	\$1,191,943.21		\$2,159.16	\$91,587.12	\$2,012,906.49	\$2,058,639.45
NOV	\$568,520.94	\$143,641.00		\$40,361.00	\$181,717.44		\$36,798.94	\$84,604.07	\$1,055,643.39	\$934,962.32
DEC	\$580,078.40	\$143,641.00		\$40,361.00	\$84,311.35	\$150,234.37		\$137,300.52	\$1,135,926.64	\$1,002,951.38
JAN								\$0.00		
FEB								\$0.00		
MAR								\$0.00		
APR								\$0.00		
MAY								\$0.00		
JUN								\$0.00		
TOTAL	\$2,235,029.34	\$574,564.00	\$0.00	\$282,527.00	\$2,065,624.31	\$150,234.37	\$38,996.18	\$557,429.05	\$5,904,404.25	\$5,465,073.17

**SHENANDOAH COMMUNITY SCHOOL
UNSPENT AUTHORIZED BUDGET CALCULATION
2020-2021**

	REGULAR PROGRAM DISTRICT COST	\$7,459,603.00	
+	REGULAR PROGRAM BUDGET ADJUSTMENT	\$0.00	
+	SUPPLEMENTARY WEIGHTING DISTRICT COST	\$135,512.00	
+	SPECIAL ED DISTRICT COST	\$971,849.00	
+	TEACHER SALARY SUMMPLEMENT DISTRICT COST	\$674,095.00	
+	PROF DEV SUPPLEMENT DISTRICT COST	\$73,061.00	
+	EARLY INTERVENTION SUPPL DISTRICT COST	\$85,540.00	
+	TEACHER LEADERSHIP SUPP DISTRICT COST	\$360,798.00	
+	AEA SPECIAL ED SUPPORT	\$369,546.00	
+	AEA SPECIAL ED SUPPORT ADJUSTMENT	\$0.00	
+	AEA MEDIA SERVICES	\$61,421.00	
+	AEA EDUCATIONAL SERVICES	\$67,903.00	
+	AEA SHARING DISTRICT COST	\$834.00	
+	AEA TEACHER SALARY SUPPL DISTRICT COST	\$37,946.00	
+	AEA PROF DEV SUPPL DISTRICT COST	\$4,067.00	
+	DROPOUT ALLOWABLE GROWTH	\$269,426.00	
+	SBRC ALLOWABLE GROWTH OTHER #1	\$168,221.00	Increased Enrollment/ Open Enroll
+	SBRC ALLOWABLE GROWTH OTHER #2	\$50,000.00	LEP (Estimate)
+	SPECIAL ED DEFICIT ALLOWABLE GROWTH	\$250,000.00	(Determined when I did the SES at
-	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	
-	AEA PRORATA REDUCTION	\$57,385.00	
=	MAXIMUM DISTRICT COST	\$10,982,437.00	
+	PRESCHOOL FOUNDATION AID	\$229,060.00	
+	INSTRUCTIONAL SUPPORT AUTHORITY	\$546,267.00	
+	ED IMPROVEMENT AUTHORITY	\$0.00	
+	OTHER MISCELLANEOUS INCOME	\$557,429.05	\$ 1,404,271.00 Estimate on Budd
+	UNSPENT AUTH BUDGET - PREVIOUS YEAR	\$3,910,338.00	
=	MAXIMUM AUTHORIZED BUDGET	\$16,225,531.05	
-	EXPENDITURES	\$5,111,901.71	31.51%
=	UNSPENT AUTHORIZED BUDGET	\$11,113,629.34	

EXPENDITURES	FY 21	FY '20 Actuals
JULY	\$237,873.72	\$199,722.68
AUGUST	\$507,123.63	\$384,876.61
SEPTEMBER	\$1,053,480.60	\$1,011,518.98
OCTOBER	\$1,136,957.50	\$1,008,378.85
NOVEMBER	\$1,091,707.89	\$1,020,147.22
DECEMBER	\$1,084,758.37	\$995,838.21
JANUARY		
FEBRUARY		
MARCH		
APRIL		
MAY		
JUNE		
TOTAL	\$5,111,901.71	\$4,620,482.55

MONTHLY BOARD VENDOR BILLS
 January 2021 Accounts Payable

Vendor Name	Invoice Amount	Invoice Detail	Description
Checking Account ID 20	Fund Number 61		SCHOOL NUTRITION FUND
BIMBO BAKERIES USA	948.58	Bread	
DFA DAIRY BRANDS CORPORATE, LLC	5,023.34	MILK - HS	
FAREWAY STORES	270.74	GAL. MILK	
HY-VEE	190.54	FOOD	
JOHN GOWING PLUMBING AND HEATING INC.	40.00	REPAIRS & MAINTENANCE EQUIPMENT	
KIRCHERT ELECTRIC	77.19	REPAIRS & MAINTENANCE EQUIPMENT	
MARTIN BROS DIST	20,159.70	HS/FOOD	
Fund Number 61	<u>26,710.09</u>		
Checking Account ID 20	26,710.09		
Checking Account ID 3	Fund Number 21		ACTIVITY FUND
4 SEASONS FUNDRAISING	7,218.78	SUPPLIES/FFA	
ANDRE SMITH	112.50	GENERAL ATHLETICS OFFICIAL	
AUSTIN HEROLD	240.00	OFFICIALS/MS GENERAL ATHLETICS	
BROOKE BAUER	54.00	GENERAL ATHLETIC WORKERS	
CHAD TIEMEYER	40.00	OFFICIALS/MS GENERAL ATHLETICS	
CHARLES WRIGHT	112.50	GENERAL ATHLETICS OFFICIAL	
CHRISTOPHER JOHNSON	90.00	OFFICIALS/MS GENERAL ATHLETICS	
CLARINDA HS	109.00	ENTRY FEE TO ANOTHER SCHOOL	
CORY GASTON	125.00	GENERAL ATHLETICS OFFICIAL	
DOUG DICKINSON	175.00	GENERAL ATHLETICS OFFICIAL	
ELI SCHUSTER	36.00	GENERAL ATHLETIC WORKERS	
FAREWAY STORES	1,384.63	MUSTANG FIELD CONCESSION SUPPLIES	
JON SKILLERN	80.00	OFFICIALS/MS GENERAL ATHLETICS	
JOSH SCHUSTER	36.00	GENERAL ATHLETIC WORKERS	
JOSHUA PORTER	135.00	GENERAL ATHLETICS OFFICIAL	
KURT SPOMER	125.00	GENERAL ATHLETICS OFFICIAL	
KYLE FISCHER	220.00	GENERAL ATHLETICS OFFICIAL	
LEWIS CENTRAL HIGH SCHOOL	100.00	SUPPLIES/GENERAL ATHLETICS	
MADISON GODFREAD	36.00	GENERAL ATHLETIC WORKERS	
MICHAEL IRVIN	310.00	GENERAL ATHLETICS OFFICIAL	
OSBORN, CURTIS	410.00	OFFICIALS/MS GENERAL ATHLETICS	
RANDY BAXTER	62.50	GENERAL ATHLETICS OFFICIAL	
RICK PACE	90.00	OFFICIALS/MS GENERAL ATHLETICS	
RIEMAN MUSIC DES MOINES	51.04	RESALE/MS MARCHING MUSTANGS	
ROCSTOP - WHITEHILLS	440.00	Concession pizza	
RON HANSEN	126.00	GENERAL ATHLETIC WORKERS	
SCOT ABELS	125.00	GENERAL ATHLETICS OFFICIAL	
SHELLY WOODS	100.00	SUPPLIES/MS CHEERLEADERS	
SHENANDOAH CSD	878.12	OTHER ACTIVITY INCOME/GENERAL ATHLETICS	
SPORTSENGINE/TRACKWRESTLING	150.00	SUPPLIES/GENERAL ATHLETICS	
TREVOR BAUER	130.00	GENERAL ATHLETICS OFFICIAL	
TROY NICKLAUS	175.00	GENERAL ATHLETICS OFFICIAL	
WYHE'S CHOICE	1,885.50	SHEN BOYS BOWLING SUPPLIES	
Fund Number 21	<u>15,362.57</u>		
Checking Account ID 3	Fund Number 81		TRUST FUNDS NON EXPENDABLE
KAYLEE MATTES/MORNINGSIDE COLLEGE	250.00	FCA SCHOLARSHIP	
Fund Number 81	<u>250.00</u>		
Checking Account ID 3	15,612.57		
Checking Account ID 30	Fund Number 10		GENERAL FUND
ACCO BRANDS USA LLC	306.08	Laminating Film 25' x 500"x1" Core 2 Rol	
AHLERS & COONEY PC	1,259.00	STAFF DEVELOPMENT STAFFWORKSHOP/CONF REG	
BARBARA FARWELL	158.70	ESL TRAVEL	
BROWN'S REPAIR & AUTO PARTS, INC.	3,605.51	VEHICLE REPAIR SERVICES	
CAPITAL SANITARY SUPPLY	99.01	CARES GENERAL SUPPLIES	

Vendor Name	Invoice Amount	Invoice Detail	Description
CDW GOVERNMENT	2,598.15	TROY MICR Toner	Secure M404/M428 - MICR
CENEX FLEET FUELING	2,707.54	TRANSPORTATION	GASOLINE
CENTURYLINK	617.03	HS PRINCIPAL	TELEPHONE
CHAT MOBILITY	56.04	BUSINESS MANAGER	TELEPHONE
CITY OF SHENANDOAH	13,147.38	WATER-SEWER	
CLARINDA CSD	38,776.62	TEACHER LEADERSHIP	OPEN ENROLLMENT
COUNCIL BLUFFS CSD	2,805.22	PURCHASE EDUCATIONAL/L3	IND COSTS
CULLIGAN WATER	170.00	FUEL SURCHARGE	
CURRICULUM ASSOCIATES	2,052.00	EARLY READERS	INSTRUCTIONAL SUPPLIES
FAREWAY STORES	50.16	HS FCS	SUPPLIES
FELD FIRE	158.00	MAINTENANCE BUILDING	REPAIR SERVICES
FIELD TRIP ZOOM	600.00	JEANS -	SUPPLIES
FOLLETT SCHOOL SOLUTIONS INC	852.05	Assorted Library	Books
GLASS GUY, THE	344.50	DOOR REPAIR -	HS
GLENWOOD CSD	6,939.96	PURCHASE EDUCATIONAL/L3	IND COSTS
HD PRO INSTITUTIONAL	3,919.24	CARES GENERAL	SUPPLIES
HOWARD SPORTING GOODS	600.00	HS MARKETING CLUB	SUPPLIES
IAMO COMMUNICATIONS	30.00	GOVERNOR'S EMERGENCY	RELIEF SUPPLIES
IOWA COMMUNICATIONS NETWORK	624.47	HS PRINCIPAL	TELEPHONE
IOWA DEPARTMENT OF HUMAN SERVICES	3,187.52	MEDICAID DIRECT	SERVICES
JAYMAR BUSINESS FORMS	189.87	1095	
JOHN GOWING PLUMBING AND HEATING INC.	70.00	MAINTENANCE BUILDING	REPAIR SERVICES
KIDWELL INC.	62.50	TECH REPAIR &	MAINTENANCE SUPPLIES
MATHESON TRI-GAS INC.	67.31	HS EQUIPMENT	REPAIR
MIDAMERICAN ENERGY	12,280.62	UTILITIES-ELECTRICITY	
MILLER BUILDING	67.72	MAINTENANCE BUILDING	SUPPLIES
MITEL NET SOLUTIONS	550.23	HS PRINCIPAL	TELEPHONE
O'REILLY AUTO	232.84	TRANSPORTATION	REPAIR PARTS
PETERSEN AUTO	25.00	VEHICLE REPAIR	SERVICES
REALITYWORKS	3,884.63	APPRENTICESHIP	SUPPLIES
RED OAK WELDING	30.60	HS RENTAL OF	EQUIPMENT IA DEPT
RIEMAN MUSIC DES MOINES	63.00	HS BAND	EQUIPMENT REPAIR
ROCSTOP - WHITEHILLS	51.02	TRANSPORTATION	GASOLINE
ROGERS PEST CONTROL LLC	240.00	MAINTENANCE PEST	CONTROL CONTRACTED
SHENANDOAH MEDICAL CENTER	1,190.00	HEP B	VACCINES
SHENANDOAH ROTARY	114.00	MENTOR DUES &	FEES
SHENANDOAH SANITATION	370.14	MAINTENANCE	GARBAGE COLLECTION
SHIRLEY THRASHER	50.00	BUS DRIVER	PHYSICALS
SWIFT SERVICES LLC	889.95	GEER	HARDWARE
SYMMETRY ENERGY SOLUTIONS	4,049.69	UTILITIES-GAS	
TIMBERLINE BILLING SERVICE LLC	405.48	MEDICAID	BILLING SERVICES
US CELLULAR	1,794.66	GOVERNOR'S EMERGENCY	RELIEF SUPPLIES
VALLEY PUBLICATIONS	185.81	BOARD NEWSPAPER	ADVERTISING
WALLIN PLUMBING & HEATING	99.51	CAPACITOR	
WELLMARK BLUE CROSS BLUESHEILD	116,022.78	MEDICAL INSURANCE	OTHERS
WEST MUSIC	24.70	All State music/sons	
Fund Number 10	228,676.24		
Checking Account ID 30	Fund Number 22	MANAGEMENT FUND	
WELLMARK BLUE CROSS BLUESHEILD	6,682.20	MAINTENANCE/CUSTODIAN	MEDICAL INS
Fund Number 22	6,682.20		
Checking Account ID 30	Fund Number 33	SAVE(SECURE AN ADVANCED VISION FOR ED.	
CAMBLIN MECHANICAL	3,140.21	BUILDING	IMPROVEMENT
CARL A. NELSON & CO	2,294.38	SERIES 2019	CONSTRUCTION
CDW GOVERNMENT	1,094.29	Cisco Meraki	Enterprise Cloud Controller
DLR GROUP	4,775.35	SERIES 2019	BOND ARCHITECT

MONTHLY BOARD VENDOR BILLS

January 2021 Accounts Payable
 Invoice Detail Invoice Detail Description
 Amount

ELEVATE ROOFING	952.20	SERIES 2019 CONSTRUCTION
IMEG	5,500.00	SERIES 2019 CONSTRUCTION
JOHN GOWING PLUMBING AND HEATING INC.	1,457.16	SERIES 2019 CONSTRUCTION
KRIEGLER OFFICE	16,612.00	FURNITURE & FIXTURES
RASMUSSEN MECHANICAL SERVICES	40,898.66	SERIES 2019 CONSTRUCTION
WALLIN PLUMBING & HEATING	1,340.16	ACTUATORS
Fund Number 33	<u>78,064.41</u>	
Checking Account ID 30	Fund Number 36	PHYSICAL PLANT & EQUIPMENT
BLUPOINTE DRS	750.00	Maintenance, Support and Services:BDR MA
CDW GOVERNMENT	1,819.26	CISCO DIRECT MR56-HW
COUNSEL OFFICE & DOCUMENT	1,504.78	ADMIN COPIER LEASE
CULLIGAN WATER	243.47	RENTAL OF EQUIPMENT & VEHICLES
FELD FIRE	1,492.00	OTHER PURCHASED PROPERTY SERVICES
GREAT AMERICAN FINANCIAL SERVICES	1,064.38	ELEMENTARY COPIER LEASE
MILLER BUILDING	622.35	OTHER CONSTRUCTION
Fund Number 36	<u>7,496.24</u>	
Checking Account ID 30	Fund Number 40	DEBT SERVICE
UMB BANK, N.A.	600.00	2020 BOND FEES
Fund Number 40	<u>600.00</u>	
Checking Account ID 30	<u>321,519.09</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	SHENANDOAH CMTY SCH DIST	1/1/2021	1/31/2021	Great American Opportunities	Library books/supplies Dates are not locked in yet, but planning for late January	30 - 40 %	Staff or General Public
Carleen	Perry	Shenandoah Middle School	1/25/2021	2/12/2021	Penny War	School improvement	100%	Students
Stephanie	Langner	FCCLA	2/16/2021	3/3/2021	Fresh Florida Strawberries	Conference fees, chapter activities	30-35%	Staff or General Public
Stephanie	Langner	FCS classroom	1/19/2021	2/1/2021	Pampered Chef classroom tools	equipment and tools for the classroom	30%	Staff or General Public

Shenandoah CSD
At Risk/Drop Out Prevention Modified Supplemental Amount (MSA) Funded Programs
for the 2020-2021 School Year

MSA Funds: \$265,027.00 **Local Match:** \$62,816 **At Risk:** \$42,288 **Prior Year Forward** \$73, 399 **Total Available:** \$444,590

Shenandoah CSD offers a broad range of services to support at risk students and to prevent students dropping out of school. The following programs may be funded in whole or in part by At Risk Dropout Prevention MSA funds.

Extended School Year Camps: Extended School Year Interest Camps will provide learning opportunities for students to be actively engaged in interest camps in the summer that are targeted at expanding academic areas such STEM, additional leadership and community service, and to promote the overall social, emotional and physical development of students. This will keep students actively engaged in activities with appropriate supervision keeping them in safe, secure environments. It bridges the gap and academic loss when students are disengaged and are isolated in the summer months and before and afterschool.

Grade Level K-12

Target: General-At-Risk/Dropout programming targeted to identified and non identified student

Focus: Academic, Personal Development, Connection to School, Safe and Secure Environments

Flexible Education: The Flexible (Flex) Education alternative program provides opportunity for credit accrual and credit recovery for students who are returning or potential dropouts during an extended school year (this will include purchase of online learning subscriptions). The program is inclusive of the instructional needs of our long term remote learners. Students are supported in the process of transition into the workforce/post-secondary education through a variety of learning and field experiences. Program also serves students with disruptive patterns of behavior that may not be identified for special education services. Services may be half day or self contained.

Grade Level K-12

Target: General-At-Risk/Dropout programming targeted to identified and non identified students

Focus: Academic, Behavioral, Social Skills, Connection to School

Home School Liaison: A Home/School Liaison will work with students and families to reduce barriers that inhibit home/school communications and improve attendance. The liaison will help connect families to resources both in the district and the general community that will provide support for their student such as transportation, volunteer organizations, food pantries and parenting resources.

Grade Level: PK-12

Target: General-At-Risk/Dropout programming targeted to identified and non identified students

Focus: Academic, Personal Development, Behavior Intervention

School Resource Officer: A career law enforcement *officer* with sworn authority may be deployed by the police department to work in collaboration with the schools on a part time basis. The funds will also support contracted services from the Shenandoah police department to assist with event management and trainings.

Grade Level: K-12

Target: General-At-Risk/Dropout programming targeted to identified and non identified students

Focus: Personal Development, Behavior Intervention, and Campus Safety

Approximate Budgeted Expense

Extended School Year Camps			
Camp Teachers & Associates paid at hourly rates.		Salary	27000
		Benefits	4615
		Supplies	3000
Flex Education			
3 FTE	A	Salary	61494
		Benefits	18947
	B	Salary	61494
		Benefits	18947
	C	Salary	37595
		Benefits	13925
		Curriculum	15,000
		Supplies	5000
HSL			
3 FTE	A	Salary	33838
		Benefits	14155
	B	Salary	32903
		Benefits	14001
	C	Salary	49949
		Benefits	16945
		Supplies	2500
Contracted Hours with Police Department			
		Contracted hrs.	10000
Program Total:			441,308

Tennis Proposal

Tom French served as the Boys Tennis Coach for a number of years. His resignation prompted a discussion on how best to approach filling the position and how to align the use of our coaches best. The Activities Department is proposing the following changes for Tennis.

1. Create one head coach position that serves the boys and girls team and maintains Mr. Daoust as the head coach. This change would increase the position's work load, and compensation should be adjusted to make this a category I coaching position on the salary schedule. The Category II base pay is \$4,474, and Category I base pay is \$5,219.
1. Create an additional assistant coaching position to support the boys team. This change would allow for two assistants to assist the Head Coach with coaching the teams and supervision. The current salary schedule pays assistants for all sports as a Category IV. Category IV base pay is \$3,542.

This coaching structure is similar to what is used in track and bowling. Mr. Weinrich, the Activities Director, and Mr. Daoust are in agreement with making this change.



1209 W. Ferguson Road
Shenandoah, IA 51601
712-246-4007

TO: Shenandoah Community School

FROM: Wallin Plumbing & Heating, Inc.

DATE: 1/5/2020

RE: May Hall #1 Furnace Unit

PROPOSAL INCLUDES: 60,000 95% Rheem Furnace includes PVC venting, t-stat, condensate piping, filter rack and all labor and materials to install.

TOTAL BID: \$3987.00

Please sign below to accept the bid/estimate for your project:

Signature: _____ Date: _____

NOTE: THESE PRICES ARE GOOD FOR 30 DAYS



1209 W. Ferguson Road
Shenandoah, IA 51601
712-246-4007

TO: Shenandoah Community School

FROM: Wallin Plumbing & Heating, Inc.

DATE: 1/5/2020

RE: May Hall #2 A/C Unit

PROPOSAL INCLUDES: 2.5 Ton Rheem 13 SEER air conditioner. Includes new linesets, wall brackets, coil, condensate piping, moving ac to the ground and hanging on the building. All labor and material to install.

TOTAL BID: \$4403.00

Please sign below to accept the bid/estimate for your project:

Signature: _____ **Date:** _____

NOTE: THESE PRICES ARE GOOD FOR 30 DAYS



1209 W. Ferguson Road
Shenandoah, IA 51601
712-246-4007

TO: Shenandoah Community School

FROM: Wallin Plumbing & Heating, Inc.

DATE: 1/5/2020

RE: May Hall #3 Furnace

PROPOSAL INCLUDES: 100,000 95% Rheem furnace. Includes pvc venting, t-stat, condensate piping, filter rack and all labor and materials to install.

TOTAL BID: \$4491.00

Please sign below to accept the bid/estimate for your project:

Signature: _____ Date: _____

NOTE: THESE PRICES ARE GOOD FOR 30 DAYS



1209 W. Ferguson Road
Shenandoah, IA 51601
712-246-4007

TO: Shenandoah Community School

FROM: Wallin Plumbing & Heating, Inc.

DATE: 1/5/2020

RE: May Hall #4 AC

PROPOSAL INCLUDES: 4 Ton Rheem 13 SEER air conditioner. Includes new linesets, wall brackets, coil, condensate piping, moving a/c to the ground and hanging on the building. All labor and material for installation.

TOTAL BID: \$4993.00

Please sign below to accept the bid/estimate for your project:

Signature: _____ Date: _____

NOTE: THESE PRICES ARE GOOD FOR 30 DAYS

SHENANDOAH COMMUNITY SCHOOL DISTRICT
INQUIRY FOR INTEREST RATE INFORMATION

YES NO

Will your institution apply daily interest earned to all bank accounts monthly?

X

If yes to the above: interest rate as of 12-1-2020.

Checking 0.24 %
Savings 0.24 %
Money Market 0.24 %

Variable monthly

Name of Institution: Bank Iowa

Address: 701 W. Sheridan Ave

City: Shenandoah State: Ia Zip: 51601

Phone: 712-246-1311 Fax: 712-246-4560 Email: dgrebert@bankiowa.bank

Signed: 

Title: Retail Supervisor Date: 12/9/2020

SHENANDOAH COMMUNITY SCHOOL DISTRICT
INQUIRY FOR INTEREST RATE INFORMATION

Will your institution apply daily interest earned to all bank accounts monthly? YES NO
X

If yes to the above: interest rate as of 12-1-2020.

Checking	<u>.15</u>	% <u>X</u>
Savings	<u> </u>	%
Money Market	<u>.15</u>	%

X 3 Checking Accts

Name of Institution: First National Bank in Creston

Address: 116 S Blossom St

City: Shenandoah State: IA Zip: 51601

Phone: 712-246-2205 Fax: 712-246-1159 Email:

Signed: 

Title: President Sherrill Date: 12-10-2020

AGREEMENT

THIS AGREEMENT (“Agreement”) made this _____ day of _____, 2021, by and between, **Shenandoah Community Schools**, an Iowa school, located at 1000 Mustang Dr, Shenandoah, IA 51601 (hereinafter referred to as “School”), and **Shenandoah Medical Center**, (hereinafter referred to as “Contractor”) an Iowa corporation having its principal office located at 300 Pershing Ave. Shenandoah, IA 51601.

BACKGROUND:

WHEREAS, the School, desires to retain and engage Contractor to provide health care personnel to perform certain athletic training services, including but not limited to, pre-game taping, game training supervision, fitness and medical assistance services performed in connection with the school’s athletic program (“Services”).

WHEREAS, Contractor has agreed to provide personnel to perform such services on behalf of School under terms and conditions as set forth in this Agreement.

NOW, THEREFORE, the parties, intending to be legally bound, and in consideration of the mutual covenants and agreements herein contained, do hereby agree as follows:

I. DESCRIPTION OF WORK. Contractor agrees to furnish trained health care personnel to perform all labor services as set forth in Exhibit “A” attached here to and to cause athletic trainers to attend those events as set forth in Exhibit “B” attached hereto.

II. CONTRACTOR’S DUTIES AND RESPONSIBILITIES.

A. During the term (as defined in Paragraph V. A., below) Contractor shall cause an athletic trainer or trained health care professional to attend the School’s home Varsity athletic events throughout the school year. All athletic trainer or health care professionals provided by Contractor shall be qualified and licensed to perform the Services outlined in this Agreement and shall have cleared all background checks in accordance with School standards and procedures.

B. In the event there are two home athletic events scheduled at the same time, the Athletic Director for School will decide, and notify Contractor and School in advance, whether Athletic Trainer shall divide his/her time between the athletic events or whether the Athletic Trainer shall only attend one of

the events. When the Athletic Trainer or trained health care professional is attending School's athletic events, the Athletic Trainer will not be available at the training room of the School, and Contractor shall not be requested to provide an additional athletic trainer at the athletic training facility for such period of time.

C. The Parties understand and recognize that the position of Contractor is a part-time position as independent contractor. That is, the hours for the Contractor shall be determined by the Athletic Director and the Athletic Trainer on an as needed basis for an average of 10 hours per week not to exceed 6 days per week.

D. Contractor represents and warrants that its Services shall be provided in a first-class high quality and professional manner consistent with industry-standard methods and practices, and that it has the background and expertise and personnel necessary to provide the Services for the School. Both parties acknowledge that the nature of services to be provided by Contractor under this Agreement will involve interaction with or exposure to School students, and Contractor agrees that the safety of such students shall be observed at all times.

E. Both parties understand there may be occasions in which Contractor is unable to attend a scheduled practice or competition. In this occasion, Contractor shall provide School with at least 48 hours advanced notice, unless impossible due to an emergency, to permit and assist the School in making alternative arrangements as necessary.

III. SCHOOL'S DUTIES AND RESPONSIBILITIES. During the Term, School shall be responsible for providing those items as listed on Exhibit "C" attached hereto as may be amended from time-to-time, upon mutual agreement of the parties, and shall be responsible for all costs and expenses connected to this coverage.

A. To provide an area to perform services (herein referred to as the Athletic Training Facility) set forth in this contract and to provide reasonably necessary and required supplies and equipment.

B. Facilitate communication and flexibility between School, coaches, and Contractor.

C. School designee will coordinate any needed schedule or duty adjustments and report any concerns directly to the Athletic Trainer's supervisor, as designated by the Contractor to the School.

D. School shall obtain and retain parental consent to treat forms, signed by parent or guardian and will provide Contractor with access or copies.

IV. COMPENSATION.

For all services rendered by Contractor pursuant to this Agreement, School shall pay to Contractor compensation in the amounts and by the dates set forth on Exhibits "B" and "D" attached hereto. Payment to be made within 30 days of receipt of the invoice.

V. TERM AND TERMINATION

A. Term. The term of this Agreement shall be for an eighteen month period commencing January 1, 2021 and ending on June 30, 2022, unless otherwise terminated by either party in accordance with Paragraph V.B, below

B. Termination. Notwithstanding anything herein contrary, either party shall have the right to terminate this Agreement, without cause, by giving at least sixty 60 days prior written notice to the other party; and upon expiration of such sixty (60) day notice period, this Agreement shall be terminated and all obligations, duties and responsibilities of the parties shall cease, except that School shall be obligated to pay any compensation payments due and owing to Contractor under Paragraph IV above, on a pro-rated basis. Notwithstanding the foregoing, either School or Contractor shall have the right to terminate this Agreement for cause (breach of any term of this Agreement) upon fourteen (14) days prior written notice to the other party.

VI. INDEPENDENT CONTRACTOR. It is hereby understood and agreed that Contractor, in performing the services pursuant to this Agreement, is acting in the capacity of an independent contractor. Contractor represents and warrants that it and its employees as Independent Contractors are not agents, servants, partners, nor employees of School. Contractor shall be solely responsible to pay its own federal, state, and local withholding taxes and any and all other payments payroll related taxes incurred by Contractor in the performance of the services hereunder. None of the benefits provided by School to its employees, including but not limited to workers' compensation insurance, disability insurance, medical

insurance, and employment insurance are available from School to Contractor and/or any and all of Contractor's agents, servants, and employees. Contractor has no authority hereunder to assume or create any obligation or responsibility, express or implied, on behalf of or in the name of School or to bind School in any way whatsoever.

VII. **NON-DISCRIMINATION.** Any athletic trainers providing services on behalf of Contractor hereunder shall provide services to all athletes seeking such services without regard race, color, creed, religion, sex, sexual orientation, gender identity, national origin, disability, or any other protected class under state or federal law.

VIII. **LIABILITY:** Each party shall be responsible for its own acts and omissions including the acts and omissions of its employees or agents, and shall not be responsible for the acts and omissions of the other party, its agents, or employees. To the extent permitted by law, each party (the "Indemnifying Party") agrees to indemnify and hold the other party, its officers, directors, employees and agents (the "Indemnified Party") harmless from and against any loss, liability, damage, action, cost or expense (including reasonable attorney's fees and court costs) arising out of (i) the negligent acts or omission of the Indemnifying Party, its officers, directors, employees or agents, and (ii) a breach of the terms of this Agreement, including any attachments or exhibits to this Agreement, by the Indemnifying Party.

IX. **INSURANCE.** During the term, Contractor agrees to carry worker's compensation insurance and professional liability insurance coverage. All such insurance coverage shall be underwritten by insurance companies authorized to do business in State of Iowa. Contractor shall furnish School with copies of such insurance coverage certificates by the earlier of the commencement of services provided under the Agreement, or within ninety (90) days of such request by School. The amount of professional liability insurance coverage maintained by the Company shall be at least one million dollars per event and three million dollars in the aggregate.

X. **COMPLIANCE WITH PRIVACY LAWS:**

A. Both parties agree to respect and abide by all federal, state and local laws pertaining to confidentiality with regard to all information and records obtained to be reviewed in the course of providing services under the Agreement. Both parties agree, as applicable, to adhere to policies and procedures adopted by Contractor to comply with final federal rules under the Health Insurance Portability

and Accountability Act (HIPPA) governing the privacy, security and use of protected health information to amend this Agreement or any separate agreement governing the exchange of demographic, insurance and billing information as needed to comply with such rules.

B. Both parties agree to comply with the requirements of the Family Educational Rights and Privacy Act (FERPA) and state law with regard to any personally identifiable student information or education records with which Contractor comes into contact with. For the purpose of this Agreement, compliance with FERPA, 20 USC §1232g and 34 C.F.R., Part 99 (“FERPA”) means that Contractor agrees that it shall not disclose to any third party any personally identifiable information from an education record as defined by FERPA that Contractor, its agents, employees and/or assigns, creates or receives in the course of providing Services under this Agreement with regard to any student without the prior consent of the student’s parent or legal guardian. Contractor agrees that in the event it uses, creates, receives, or accesses personally identifiable information from education records, said use, creation, receipt, or access shall only be for the purposes of providing Services under this Agreement, and not for any other non-school related purposes, including but not limited to, solicitation. Contractor agrees to return all student education records to the School at the termination of this Agreement and to abide by all other School policies with regard to student education and/or medical records.

XI. COMPLIANCE WITH OTHER LAWS: Notwithstanding anything contained in this Agreement to the contrary, each party shall comply with all applicable laws, regulations, policies, and rules of any governmental body or agency having jurisdiction over this Agreement. Any authorized auditor or government representative shall have access to and the right to examine pertinent books and records of Contractor in connection with this Agreement, and all such books and records shall be retained for the period of time as may be required by law.

XII. RECORDS AND CONSENTS: In performing services under this Agreement, Contractor shall maintain appropriate records of the services performed. Records prepared by the Contractor shall be the property of Contractor who shall make such records available to School for inspection or copying at School’s request. All individual patient records and information shall be held confidential as protected health information in accordance with applicable state and federal law and Contractor policies and procedures.

XIII. NOTICE. Any notice required to be given hereunder shall be sufficient if in writing and delivered by hand, by overnight courier, or if sent by certified or registered mail, return receipt requested, to the parties at the following addresses:

If to School:

If to Contractor:

Shenandoah Medical Center
300 Pershing Ave. Shenandoah IA 51601
Attn: Chief Executive Officer

All notices shall be deemed to have been given (a) on the day if hand delivered, (b) on the day following the date given to a nationally recognized overnight courier service or (c) three (3) days following the date deposited with the U.S. Postal Service.

XIV. BINDING EFFECT AND ASSIGNMENT: This Agreement shall inure to the benefit of and be legally binding on the parties hereto, their successors and assigns. Neither party shall assign this Agreement to another, without the prior written consent of the other party, to this Agreement, which consent shall not be unreasonably withheld.

XV. ENTIRE AGREEMENT; NO MODIFICATION This Agreement contains the entire understanding between the parties hereto and supersedes all prior agreements, understandings, representations, warranties and / or covenants, whether written or oral, between the parties regarding the subject matter. This Agreement may not be changed, amended, or modified except by written instrument executed by both of the parties to the Agreement.

XVI. GOVERNING LAW. This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of **IOWA**. Any suit or action filed to enforce or contest any provision of this Agreement, or the obligations imposed shall be brought and prosecuted in a court of competent jurisdiction sitting in the State of **IOWA**. In the event that it shall become necessary for either party to institute legal proceedings against the other party for recovery of any amounts due and owing

under this Agreement, it is expressly agreed that the prevailing party in such action shall be entitled to recover from the non-prevailing party all costs related to such collection, including reasonable attorney fees. The provisions of this paragraph shall survive the termination of this Agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals that day and year first above written.

SHENANDOAH COMMUNITY SCHOOLS

By: _____

Title: _____

Date: _____

SHENANDOAH MEDICAL CENTER

By: _____

Title: _____

Date: _____

EXHIBIT "A"

To the Agreement by and between SHENANDOAH COMMUNITY HIGH SCHOOL ("School") and SHENANDOAH MEDICAL CENTER ("Contractor")

SERVICES

1. An NATA Certified Athletic Trainer employed by SHENANDOAH MEDICAL CENTER, will be available to provide training services to the School on a regularly scheduled basis. This basis will be two scheduled time slots per week for injury assessments; and as needed beyond this, and based upon trainer availability.
2. The agreed upon services will include evaluation and treatment of injuries sustained by School's students during school athletic events, application of first aid and recommendation for exercise or physical measures for minor injuries under the direction, supervision and review of the physicians to be determined by Shenandoah Medical Center.
3. The Athletic Trainer will be responsible for the athletic training facility while there, including opening and closing. The Athletic Trainer will also advise the school on inventory status, requisitioning of supplies (i.e. tape, pre-wrap, etc.), and or facility management.
4. The Athletic Trainer will keep accurate records of all athletic injuries reported by school students as occurring during school athletic events and all rehabilitation procedures administered by Athletic Trainer. The Athletic Trainer will also prepare reports on all athletic injuries sustained by school students during school events for the nursing and athletic offices as may be requested. Reporting and all communication about athlete status with coaches, parents, and athletes will be managed through a secure health record system, provided by the Shenandoah Medical Center.
5. In cooperation with the Athletic Director and staff, the Athletic Trainer will develop and distribute to Athletic Director, Nurse, and Coaches the following information: location of emergency phone and phone numbers.
6. Inspect and take inventory of all team medical kits prior to the beginning of each season.
7. Provide coordination between injured athletes, coaching staff, and team or family physician.
8. The Athletic Trainer shall report directly to the Athletic Director and in his or her absence to the Assistant A.D. or his/her designee.
9. The Athletic Trainer may be requested to speak for educational programs in the School, but the School will ultimately decide whether a request will be granted.

EXHIBIT "B"

EVENT COVERAGE NEEDS

1. Coverage of 30 Varsity home events at Shenandoah Community High School, or its associated facilities of sporting events. The Athletic Director will decide which event is to be covered if there are two simultaneous events.
2. Coverage of other events outside of the 30 Varsity home events denoted above can be requested and arranged based on Athletic Trainer availability at a rate of \$100 per hour.
3. The provision of other services requested by the School such as the creation of athletic conditioning programs and other miscellaneous athletic training services would be performed and billed at a rate of \$50 per hour.

EXHIBIT "C"

DUTIES AND RESPONSIBILITIES OF SCHOOL

- a) To provide an area in which Contractor's agents can perform the services pursuant to this Agreement and to provide all necessary and required supplies and equipment required in order to perform such services as approved by School's Athletic Director.
- b) Facilitate communications and flexibility between School, coaches, and trainer and school medical staff.
- d) School designee will coordinate any needed schedule or duty adjustments and report any concerns directly to the Athletic Trainer's supervisor, as designated by the Contractor to the School.
- e) All School Holiday practice/game schedules which the Athletic Trainer or trained health care professional is requested to attend must be submitted to the Athletic Trainer within fourteen (14) days of the Holiday.

EXHIBIT "D"

COMPENSATION AND PAYMENT SCHEDULE

School shall remit all payments on or before the dates listed on the following schedule:

School Year 2021/2022

March 15, 2021	\$5,000.00
September 15, 2021	\$5,000.00
March 15, 2022	<u>\$5,000.00</u>
Total:	\$15,000.00

Payments should be made to: SHENANDOAH MEDICAL CENTER
300 PERSHING AVE. SHENANDOAH, IA 51601
Attn: Betsy Stephens

FINE ART DESIGN, PURCHASE AND SALE AGREEMENT

THIS AGREEMENT FOR FINE ART DESIGN, PURCHASE AND SALE (hereinafter referred to as the "Agreement") is entered into this ___ day of January, 2021, by and between Susan Woodford (hereinafter referred to as the "Artist"), an individual whose address is 111 Sleepy Hollow Dr., Shenandoah, IA 51601, and ___Shenandoah Community School District (hereinafter referred to as the "Purchaser"), and whose address is 304 West Nishna Road; Shenandoah, Iowa 51601___. (Hereinafter collectively referred to as the "Parties").

RECITALS

WHEREAS the Artist is a recognized professional artist; and

WHEREAS the Purchaser admires the work of the Artist and wishes to commission the Artist to create a work of art (hereinafter referred to as the "Work"), in the Artist's own unique style; and

WHEREAS the Artist and Purchaser have decided to enter into this Agreement for the Design, Purchase and Sale of the Artist's Work to Purchaser upon the terms of this Mutual Release and Settlement Agreement as set forth herein.

NOW, THEREFORE, in consideration of the foregoing Recitals, which are incorporated into and are made a part of this Agreement, and in consideration of the mutual covenants and agreements hereinafter contained, as well as further monies to be paid, the Artist and Purchaser agree, subject to the terms and conditions hereinafter set forth, as follows:

AGREEMENT

1.0 Scope. The Scope of Work divides the Artist's services into two Phases: Phase I, related to design; and Phase II, related to execution. The Purchaser hereby commissions and engages the independent contracting services of the Artist, which will be rendered on a non-exclusive basis as follows:

1.1 Phase I - Design. To create a preliminary design of an original artist Work tentatively entitled "___Mustang Mascot Sculpture___", in accordance with the following artistic and technical elements (hereinafter referred to as the "Preliminary Design"):

1.1.1 Medium: ___Stainless Steel, Steel

1.1.2 Size and Dimensions: ___Eight foot tall, five foot wide upright sculpture with footings approximately four feet long. Clear Coated with Sculpt Nouveau anti-graffiti Shields Up Coating. Shenandoah School District provided with graffiti remover soap upon delivery for general maintenance

purposes.

1.1.3 Framing or Mounting: __None __

1.1.4 Material Composition: __Stainless Steel Sheet Grade 304; Hot Rolled Mild Steel, Grade 8 attachments 150,000 PSI Minimum. Schd 40, ¼ mild steel base. CR attachments L bracket on back of 12 g SS _____.

1.1.5 General Description: __Stainless steel cutout design of the Shenandoah Community __Mascot__ with Stainless Steel and Mild Steel structural attachments and mounting. _____.

1.2 Phase II – Execution. To create, sculpt, build, execute and fabricate a replica of mascot design owned by Shenandoah Community School District in accordance with the Approved Preliminary Design.

1.3 To fabricate Work to specification set out in the Approved Preliminary Design.

2.0 Payment.

2.1 Paragraph 2.1 **Phase I – Design.** Purchaser agrees to pay an initial non-refundable payment in the amount of \$_0.00, to Artist upon signing of this Agreement for Phase I Preliminary Design Work (hereinafter referred to as 'Design Fee'). Thereafter, if purchaser requests changes to the Preliminary Design, as set out herein, Purchaser shall pay an additional Non-Refundable Change Fee in the amount of \$_85 per hour, not to exceed 5 hours of Preliminary Design Change time. In the event changes are requested to the Preliminary Design, Artist will provide Purchaser with an estimate of hour (hereinafter referred to as 'Change Fee'), which must be approved by Purchase prior to Artist incurring any such Change-Fee. The estimated Change Fee shall then be paid by Purchaser to Artist in advance of Artist completing the requested changes to the Preliminary Design. If the Artist exceeds the estimated time for completion of Changes to the Preliminary Design, those excess Change Fee charges will be invoiced to the Purchaser, who shall pay the same within fourteen (14) days of invoice, and prior to Artist commencing any Phase II – Execution work, but in no case will such fee exceed the limit to hours of Preliminary Design Change time as set out above.

2.2 **Phase II – Execution.** Upon approval of Preliminary Design, as set out herein, Purchaser agrees to pay Artist an additional \$_4221.76_, for Phase II Execution of the Work as set out in Paragraph 1.2 (hereinafter referred to as 'Purchase Price'). Purchaser agrees to pay fifty percent (50%) of the Purchase Price to Artist within fourteen (14) days of Preliminary Design Approval. Purchaser agrees to pay the remaining fifty percent (50%) of the Purchase Price within fourteen (14) days of

confirmation of completion of the Work by the Artist and prior to final pick-up of Artwork from Artist location.

2.3 Paragraph 2.3 Expenses. The parties herein, acknowledge that the Phase II fee as outlined in paragraph 2.2 is intended to represent the Artists best estimate of the total cost for the Artist's services as set out herein. It is further understood that in an effort to reduce the cost of obtaining the Work, Purchaser is providing the Equipment and Labor necessary for the installation of the Work, and as such Artist has not included the cost associated with the 'in-kind' work provided by the Purchaser in the Artists price. Occasions arise, however, from time to time, that result in the incurment of expenses for completion and installation of the Work not contemplated by the Artist as a result of Purchaser's "in-kind" work and equipment. If such expenses arise, either because the Purchaser no longer provides necessary equipment or labor to install the work, or the equipment and labor provided by the Purchaser is insufficient to complete installation, or Artist is required to make technical modifications to accommodate the installation, then in addition to any payments listed above, the Purchaser shall also pay to Artist all sums invoiced by the Artist for any and all additional material, supplies and equipment as necessary for the installation of the Work as set out in Paragraph 1.3, and which were not originally contemplated at the time of the agreement. Prior to incurring such expenses, Artist will provide notice of the proposed expenses to . Purchaser shall make such payments to Artist within fourteen (14) days of the date of invoice

3.0 Phase I – Preliminary Design Review. The Artist will deliver the Preliminary Design to the Purchaser within 14 days of the date of this Agreement. Within fourteen (14) days after receipt of the Artist's Preliminary Design pursuant to Paragraph 1.1, by Purchaser, the Purchaser shall notify Artist in writing that either: (1) the Purchaser approves the Preliminary Design, or (2) the Purchaser does not approve the Preliminary Design.

3.1 Notice by Purchaser that Preliminary Design Approved. If the Purchaser Approves the Preliminary Design, then Purchaser shall make Payment pursuant to Paragraph 2.2, and upon payment, Artist shall commence Execution Pursuant to Paragraph 1.2.

3.2 Notice by Purchaser that Preliminary Design Not Approved. If the Purchaser does not approve the Preliminary Design, then Purchaser shall advise the Artist in writing of any required revisions to the Preliminary Design. The Artist will advise the Purchaser in writing the estimated number of hours for completion of the changes, and the number of days in which the Artist will deliver any changes to the Preliminary Design to Purchaser. Thereafter, upon payment of the Change Fee by Purchaser to Artist pursuant to Paragraph 2.1, Artist shall commence revisions to the Preliminary Design. Within fourteen (14) days after receipt of the Artist's Changes to the Preliminary Design, by Purchaser, the Purchaser shall notify the Artist in writing that either: (1) the Purchaser approves the Preliminary Design with changes, or (2) the Purchaser does not approve the Preliminary Design with changes.

3.2.1 Notice by Purchaser that Preliminary Design with changes Approved.
If the Purchaser Approves the Preliminary Design with changes, then

Purchaser shall make Payment pursuant to Paragraph 2.2, and upon payment, Artist shall commence Execution Pursuant to Paragraph 1.2.

3.2.2 Notice by Purchaser that Preliminary Design with changes Not Approved. If the Purchaser does not approve the Preliminary Design with changes, the Purchaser will have the right to terminate this Agreement by giving written notice to the Artist. In such an event, Purchaser shall still be liable for any payments incurred pursuant to Paragraph 2.1 and 2.3. In the event Purchaser terminates this Agreement, then Purchaser shall return to Artist any and all objects and printed materials that were submitted to Purchaser by Artist pursuant to this Agreement.

4.0 Phase II – Execution.

4.1 Inspection. The Purchaser shall have a right to inspect the Work in progress upon reasonable notice to the Artist.

4.2 Date of Work Completion. The Artist Agrees to complete the Work pursuant to Paragraph 1.2 within 180 days of receiving the Purchasers written approval of the Preliminary Design and Payment pursuant to Paragraphs 2.1, 2.2, 2.3, 3.1 and 3.2.1 (hereinafter referred to as the “Completion Date”).

4.2.1 Force Majeure. A delay or failure in fulfilling the obligations under this Agreement by the Artists will not constitute a default by the Artists, nor will the Artist be held liable for loss or damage, if and to the extent that such delay, failure, loss or damage is caused, whether directly or indirectly, by an occurrence beyond the reasonable control of the Artist and which by the exercise of reasonable diligence, the Artist is unable to prevent, including but not limited to: illness, injury or accident to the Artist, delay of transportation services, accident to means of transportation, riots, strikes, epidemics, acts of God; and compliance with any act regulation, order or request of any governmental authority or agency.

5.0 Delivery and Completion of Sale. Upon completion of the Work, Artist shall give written notice to the Purchaser. Thereafter, Purchaser shall pay to Artist, all remaining payments due and owing, including but not limited to, those pursuant to Paragraphs 2.1, 2.2, and 2.3. Artist shall arrange for Delivery pursuant to Paragraph 1.3 and any specifications contained in the Preliminary Design. Delivery shall be at the expense of Purchaser to the following address specified by the Purchaser: Shenandoah Community School District. The Artist shall assist in the installation as follows: Delivery, adhesion to concrete base, supervision of lifting onto anchor bolts, cold welding sculpture anchors.

6.0 Termination. This Agreement may be terminated, in writing, stating the grounds for termination, pursuant to and under the following terms:

6.1 Termination by Purchaser.

6.1.1 Preliminary Design Not Approved. The Purchaser may terminate this Agreement in the Event the Purchaser does not approve the Preliminary Design pursuant to Paragraph 3.2.2. In such an event, Artist shall keep all payments already made to Artist and Purchaser shall still make payment on any outstanding balance incurred pursuant to Paragraph 2.1 and 2.3.

6.1.2 Completion Delayed ninety (90) days without cause. The Purchaser may terminate this Agreement if the Artist fails without cause to complete the Work within ninety (90) days of the Completion Date pursuant to Paragraph 4.2, provided however, that the Artist shall retain all payments made pursuant to Paragraph 2.1, 2.2 and 2.3, and provided that Purchaser shall still make payment on any outstanding balance incurred pursuant to Paragraph 2.1 and 2.3. Purchaser shall not be liable for any additional Payment pursuant to Paragraph 2.2.

6.2 Termination by Artist.

6.2.1 Late Payment. The Artist shall have the right to terminate the Agreement in the event the Purchaser is more than sixty (60) days late in making any payment due provided however, nothing herein shall prevent the Artist from bringing suit based on the Purchaser's breach of contract.

6.2.2 Right to Terminate. In addition to termination under paragraph 6.2.1 above, the Artist will have the unilateral right to terminate this Agreement for any reason. In the event of such termination, the Artist will reimburse monies paid by Purchaser to Artist pursuant to Paragraph 2.2 and 2.3, provided however, that any monies paid by Purchaser to Artist pursuant to Paragraph 2.1 shall be retained by the Artist. In the event of termination under this Paragraph, Artist shall have the right to retain all work and material produced to that point.

6.3 Return of Material Following Termination. In the event this Agreement terminates, then Purchaser shall return to Artist any and all objects and printed materials that were submitted to Purchaser by Artist pursuant to this Agreement.

7.0 Title. Title shall pass to the Purchaser at such time as full payment is received by the Artist pursuant to Paragraphs 2.1, 2.2 and 2.3 herein.

8.0 Risk of Loss and Insurance. The risk of loss or damage to the Work and the provision of any insurance to cover such loss or damage shall be the responsibility of the Purchaser from the time the Work is delivered from Artist.

9.0 Assignment.

- 9.1 Prior to Final Payment.** Prior to full and complete payment by Purchaser, neither Purchaser nor Artist may assign this Agreement or any of its rights or obligations under this Agreement without the written consent of both Artist and Purchaser.
- 9.2 Contract by Artist not Assignment.** The Artist may contract with third parties for performance of portions of the execution, fabrication, transportation, delivery and installation services to be provided hereunder, provided that said contracting will not affect the design, appearance or visual quality of the work.
- 9.3 Following Final Payment.** Following the full and complete payment by Purchaser, if Purchaser sells, conveys, gifts or otherwise transfers the Work to a third-party, then the Purchaser shall assign all of its ongoing obligations under this Agreement to the third-party transferee and agrees to not complete such transfer unless the third-party has agreed, in writing, to assume any and all of the Purchaser's ongoing obligations of this Agreement. Furthermore, in the event the Purchaser sells, conveys, gifts or otherwise transfers the Work to a third-party, the Purchaser shall provide written notice to the Artist with the Name, Address and Contact Phone Number of the third-party transferee.

10.0 Dispute Resolution. The Parties shall attempt in good faith to resolve any dispute, controversy, or claim relating to this Agreement, or the breach termination or invalidity hereof (each a Dispute, under this provision) The procedures set forth in this provision shall be the exclusive mechanism for resolving any Dispute that may arise from time to time.

10.1 Negotiations. The Parties shall first attempt in good faith to resolve any Dispute by negotiation and consultation between themselves. In the event that such Dispute is not resolved on an informal basis, within 30 business days after one (1) Party provides notice to the other Party of such Dispute ("Dispute Notice"), either Party may, by written notice demand Mediation.

10.2 Mediation. Any disputes not resolved by negotiation will be subject to non-binding mediation as a condition precedent to the filing of any litigation. Either Party may commence the mediation process by providing to the other Party written notice, listing the subject of the dispute, claim or controversy, as well as, the relief requested. Within ten (10) days after the receipt of the foregoing notice, the other Party shall deliver a written response to the initiating Party's notice. Mediation is to be conducted by a mutually acceptable mediator from the Iowa Academy of Mediators and Arbitrators and held in Shenandoah, Iowa, or at a mutually agreeable location. The initial mediation session will be held within thirty (30) days after the initial notice. The purchaser agrees to cover the expenses of the mediation as well as the Artist's Attorney Fees

10.3 Litigation. If the dispute has not been resolved by non-binding means as provided herein within ninety (90) days of the initiation of such procedure, this Agreement does not preclude either Party from initiating litigation on ten (10) days written notice to the other Party; provided, however, that if one Party has requested the other to participate in a non-binding procedure and the other has failed to participate, the requesting Party may initiate In the event litigation is initiated, and the Artist is the prevailing Party, Purchaser agrees to pay any and all Attorney fees incurred by the Artist in relation to enforcement of this Agreement.

11.0 Severability. If any part of this Agreement is declared unenforceable or invalid, the remainder will continue to be valid and enforceable.

12.0 Counterparts. The Agreement and any amendments or supplements may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all of which counterparts together shall constitute but one and the same Agreement.

Delivery of an executed counterpart of this Agreement by telecopy or similar electronic medium shall be equally as effective as delivery of a manually executed counterpart of this Agreement. Any Party delivering an executed counterpart of this Agreement by telecopy or similar electronic medium shall also deliver a manually executed counterpart of this Agreement; provided that the failure to deliver a manually executed counterpart shall not affect the validity, enforceability or binding effect of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused their authorized representatives to execute this Agreement as of the dates set forth below.

[PURCHASER]

Signature: _____

Print Name: _____

Title: _____

On behalf of Organization: _____

Date: _____

Susan Woodford

Susan Woodford, Artist
111 Sleepy Hollow Dr., Shenandoah, IA 51601

Date: __01/04/2021_____

November 18, 2020

Dr. Kerri Nelson
Shenandoah Community School District
304 West Nishna Road
Shenandoah, IA 51601

RE: Structural Support and Foundation for Sculpture and Existing Landscape Plan

Dear Dr. Nelson:

We are pleased to submit this proposal in response to your request to provide design for the structural support of the Susan Woodford Mustang sculpture and a process for procuring the surrounding landscaping. Design documents will be provided four weeks after the design of the sculpture is finalized and proposal is approved.

It is assumed that the construction cost of the project will be well below the State of Iowa's competitive quote threshold of \$57,000 and therefore the procurement process can be informal. If the Shenandoah school board has adopted more stringent procurement requirements than the state of Iowa and requires this project to follow formal procurement requirements, then our proposal will need to be repriced.

The following are our assumptions, design scope and summary of tasks we believe you need and we are proposing to provide.

Structural Design:

- A. The concrete foundation and sculpture support system will be designed by a licensed engineer.
- B. The sculpture and the support system need to be the same type of metal to prevent galvanic corrosion. A final decision on material will need to be made prior to start of design.
- C. The size of the sculpture will need to be finalized. A final decision on sculpture size will need to be made prior to start of design.

Landscape Design:

- A. The existing landscape will be drawn based on the K-8 Purdy & Slack/Rambo Associates Inc. Landscape Plan, sheet C1.6; Grading Plan, sheet C1.4; and updated based on aerial photography.
- B. The sculpture will be located on the site based on feedback from the Owner.
- C. The general area to be landscaped will be noted on the drawing and an allowance established for the local contractors to provide a design-build proposal based on a predetermined allowance for the Owner to evaluate and award.

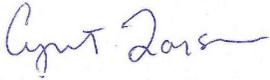
Excluded from Proposal:

- A. Managing contractor pricing and construction process
- B. Selection of plants and landscape design
- C. Design of lighting to highlight the sculpture
- D. Construction cost estimate
- E. Anything not listed above

Dr. Kerri Nelson
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November 18, 2020

We propose to provide these services for a lump sum price of \$3,000. This pricing is good for 90 days from the date of this letter. If accepted, this change would be incorporated into our existing contract as a change order. We look forward to working with you to make this project a success.

Sincerely,



Cynthia Larson, Architect
Project Manager

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Proposal Accepted

Dr. Kerri Nelson

Date