

Shenandoah Community School District Board of Directors
Shenandoah Administrative Board Room
February 8, 2021 – 5:00 p.m.

Board Agenda

1. Call to Order
2. Roll Call and Determination of Quorum
3. Mission Statement: Read by Director Hiser
 - 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. Administrative Reports
 - a. JK-8 Progress on Assessment – Jordan Newberg & Maria Blake
 - b. Expansion of Remote & Online Instruction
7. Consent Agenda
 - a. Minutes
 - b. Treasurer's Report
 - i. Account Balances
 - ii. Unspent Authorized Budget Report
 - iii. Accounts Payable
 - c. Personnel Requests

Contracts:			
Brenda Frank	PT Food Service		\$13.27/hr
Patricia Hemker	Van Driver		\$14.72/hr
*Shannon Gilbert	Asst. Tennis Coach		\$3,572
*pending proper certification			
Resignations:			
Cindy Sons	Elementary Associate		effective 2/12/21
Jamey Thompson	Bus Driver		effective 2/5/21
Modifications - (effective Feb. 1):			
Alexandra Cox	Associate Level II/III to Level I		\$13.74 to \$13.59/hr
Elizabeth Plettner	Associate Level I to Level II/III		\$12.19 to \$12.34/hr prob
Megan Dukes	Associate Level I to Level II/III		\$14.09 to \$14.24/hr
(effective 2021-22 school year)			
Jacquelyn Holste	5 th Grade to Title I Reading		
 - d. Fundraising Request:
*on attached sheet
 - e. Grant Request:
 - i. Shenandoah Iowa Education Foundation – Preschool grant application for flexible seat cushions for indoor and outdoor learning

8. Action Items

- a. Approve First Reading of Changes to Board Policies:
 - i. 103 - Equal Educational Opportunity
 - ii. 500 - Objectives for Equal Educational Opportunities for Student
 - iii. 502.10 - Search and Seizure
 - iv. 502.10E1 - Search and Seizure Checklist
 - v. 503.1 - Student Conduct
 - vi. 503.5 - Corporal Punishment, Mechanical Restraint and Prone Restraint
 - vii. 503.6 - Physical Restraint and Seclusion of Students
 - viii. 503.6R1 - Physical Restraint and Seclusion of Students
 - ix. 503.6RE1 - Physical Restraint and Seclusion of Students
 - x. 503.6RE2 - Physical Restraint and Seclusion of Students
 - xi. 503.6RE3 - Physical Restraint and Seclusion of Students
 - xii. 507.9 - Student Special Health Services
 - xiii. 603.1 - Basic Instruction Program
 - xiv. 603.3 - Special Education
 - xv. 604.6 - Instruction at a Post-Secondary Educational Institution
 - xvi. 701.5 - Financial Records
- b. Accept SEA and SSA+ Letters of Intent to Bargain
- c. Acknowledge Receipt of SEA Opening Proposal
- d. Approve Retirement Incentive Plan
- e. Approve Signers on the General Fund Accounts at Bank Iowa
- f. Approve ACH Origination Agreement with Bank Iowa – daily limit set at \$600,000 and monthly limit at \$1,200,000
- g. Approve Online Wire Transfer Agreement with Bank Iowa – daily and monthly limit set at \$15,000
- h. Approve Technology Bid
- i. Adopt Board Goals
- j. Approve MOU Addendum with IWCC for 20-21
- k. Approve Johnson Controls Sale and Installation Agreement
- l. Approve BR Service & Repair for Bleachers

9. Informational Items

- a. Next Regular Meeting –March 8, 2021 at 5:00 p.m.

10. Adjourn

Shenandoah Community School District
Minutes of the Regular Meeting of the Board of Directors – January 11, 2021
Administration Board Room and High School

Call to Order:

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

Roll Call:

Roll Call was answered by Directors Darin 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 Bouray.

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, fundraising requests and the payment of bills. Personnel Requests: Contracts: Elizabeth Plettner, HS Associate, \$13.54/hr. Resignations: Courtney Rainey, Transportation Dispatcher and PT Food Service. Motion to approve by Director Langley, second by Director Van Der Vliet. Ayes – Bouray, Langley, Van Der Vliet, Fichter; Nays – Hiser. Motion carried 4-1.

Action Items:

Approve Termination of Karen Falk, Food Service, for Job Abandonment:

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

Approve Request to the School Budget Review Committee for Modified Supplemental Amount and Supplemental Aid for the 2021-2022 Dropout Prevention Program in the amount of \$265,027 for expenditure necessary to implement the 2021-2022 at-risk and dropout prevention program plans:

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

Approve Proposal for Boys and Girls Tennis Teams:

The proposal includes moving forward with 1 head coach for both teams and 1 assistant for each team. The head coaching position would move to a category 1 position on the salary scale. Motion to approve by Director Langley, second by Director Van Der Vliet. Ayes – Bouray, Langley, Van Der Vliet, Fichter; Nays – Hiser. Motion carried 4-1.

Approve Wallin Plumbing & Heating Bids for May Center HVAC Work:

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

Approve Bank Depositories with Bank Iowa and First National Bank:

The proposal is to approve Bank Iowa for PPEL, SAVE, General, Management and Nutrition for a limit of \$7.5 million and First National Bank for Activities and Scholarship for a limit of \$600,000. The proposal was based on an interest rate survey that was sent out last month. Motion to approve by Director Langley, second by Director Van Der Vliet. Motion carried by a vote of 4-0 with Director Bouray abstaining.

Approve Contract with Shenandoah Medical Center for Sports Training Services:

Motion by Director Van Der Vliet, second by Director Bouray. Motion carried unanimously.

Discussion Items:

COVID 19 Immunizations:

Discussion was held regarding COVID 19 immunizations for staff and students and the legal guidance regarding some of the questions surrounding the immunization. A staff survey will be sent out tomorrow to gauge interest.

Middle School Sculpture (possible action):

Contracts with artist Susan Woodford and Carl A. Nelson and Associates were discussed. The project has grown in price from what was first looked at last spring. The board would like more information on cost and to have local landscaping companies contacted to possibly help reduce the cost.

Chapter 103 Board Policy Revision:

Changes to the rules regarding seclusion and restraint are going into effect on January 20, 2021. These changes will appear as action items on next month's agenda.

Informational Items:

Next Regular Meeting – February 8, 2021 at 5:00 pm.

Adjournment:

Motion by Director Van Der Vliet, second by Director Langley to adjourn the meeting at 6:13 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 ACCOUNT BALANCES	
ACCOUNT	JANUARY
General Fund (10)	
Beg Balance Checking (FNBC)	\$39,626.15
Beg Balance Savings (FNBC)	\$3,620,029.78
Revenues	\$831,480.65
Expenditures	-\$1,051,604.51
End Balance Checking (FNBC)	\$28,993.61
End Balance Savings (FNBC)	\$3,414,180.19
Total General Fund	\$3,443,173.80
Management Fund (22)	
Beg Balance Checking (FNBC)	\$6,147.79
Beg Balance Savings (FNBC)	\$1,160,869.51
Revenues Checking	\$12,411.90
Expenditures Checking	-\$91,682.20
End Balance Checking (FNBC)	\$14,472.22
End Balance Savings (FNBC)	\$1,073,274.78
Total Management Fund	\$1,087,747.00
SAVE Fund (33)	
Beg Balance Checking (FNBC)	\$180,212.94
Beg Balance Savings (FNBC)	\$1,230,661.06
Revenues Checking	\$89,799.73
Expenditures Checking	-\$89,799.73
End Balance Checking (FNBC)	\$118,603.99
End Balance Savings (FNBC)	\$1,250,390.42
Total SAVE Fund	\$1,368,994.41
PPEL Fund (36)	
Beg Balance Checking (FNBC)	\$33,725.60
Beg Balance Savings (FNBC)	\$645,197.10
Revenues Checking	\$8,532.54
Expenditures Checking	-\$8,666.24
Expenditures Accts Pay	
End Balance Checking (FNBC)	\$25,070.84
End Balance Savings (FNBC)	\$653,718.16
Total PPEL Fund	\$678,789.00
Debt Service Fund (40)	
Beg Balance Checking (FNBC)	
Beg Balance Savings (FNBC)	\$3.70
Beg Balance Fiscal Agent (FN)	\$423,170.99
Revenues Checking	\$70,069.98
Expenditures Checking	-\$600.00
Transfer	
End Balance Checking (FNBC)	
End Balance Savings (FNBC)	\$3.70
End Balance Fiscal Agent (FN)	\$492,640.97
Total Debt Service Fund	\$492,644.67
Total Checking Acct 1	\$187,140.66
Total Savings Acct 1	\$6,391,567.25
Total Savings Acct 15	\$492,640.97
Grand Total Acct 1	\$7,071,348.88

SHENANDOAH ACCOUNT BALANCES	
Reconciliation	
Bank Statement Checking	\$455,884.88
Bank Statement Savings	\$6,461,583.32
Bank Statement Fiscal Agent	\$423,224.90
Less Outstanding Checks	-\$269,344.22
Outstanding Deposits/GJE	
Total Reconciliation	\$7,071,348.88
Amount Reconciliation Off	\$0.00
ACCOUNT	JANUARY
Activity Fund (21)	
Beg Balance Checking	\$97.33
Beg Balance Savings	\$126,145.77
Revenues Savings	\$10,536.73
Expenditures Checking	-\$9,255.89
Expenditures Savings	
End Balance Checking	\$841.60
End Balance Savings	\$126,682.34
Total Activity Fund	\$127,523.94
Scholarships (81)	
Beg Balance Checking	\$0.00
Beg Balance Savings	\$383,770.11
Revenues Savings	\$131.31
Expenditures Checking	
Expenditures Savings	
End Balance Checking	
End Balance Savings	\$383,546.17
Total Scholarships	\$383,546.17
Agency Fund (91)	
Beg Bal Checking	\$174.78
Beg Bal Savings	\$2,104.97
Revenues Savings	\$0.00
Expenditures Checking	\$0.00
Expenditures Savings	
End Balance Checking	\$174.78
End Balance Savings	\$2,104.97
Total Agency Fund	\$2,279.75
Total Checking Acct 2	\$1,016.38
Total Savings Acct 2	\$512,333.48
Grand Total Acct 2	\$513,349.86
Reconciliation	
Bank Statement Checking	\$3,512.11
Bank Statement Savings	\$128,787.31
Bank Statement Savings	\$383,546.17
Less Outstanding Checks	-\$2,495.73
Outstanding Deposits/GJE	
Total Reconciliation	\$513,349.86
Amount Reconciliation Off	\$0.00

SHENANDOAH ACCOUNT BALANCES	
ACCOUNT	JANUARY
Nutrition (61)	
Beg Balance Checking	\$104,612.58
Revenues Checking	\$80,141.03
Expenditures Checking	-\$53,828.28
Loan to Hot Lunch Fund	
Payable Accounts	
End Balance Checking (FNBC)	\$124,077.33
Total Nutrition	\$124,077.33
Grand Total Acct 3	\$124,077.33
Reconciliation	
Bank Statement Checking (F	\$124,500.38
Less Outstanding Checks	-\$423.05
Outstanding Withdrawals for Payroll	
Deposits in Transit	
Total Reconciliation	\$124,077.33
Amount Reconciliation Off	\$0.00

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

JANUARY									
	FUNCTION	GENERAL	MGMNT	TRUST	PPEL	EMG LEVY/ DISASTER RELIEF	PERL	ACTIVITY	
	INSTRUCTION	1XXX	\$3,530,210.74	\$200,230.84	\$3,650.00			\$100,187.42	
	SUPPORT SERVICES	2XXX	\$2,310,407.48	\$242,031.36		\$270,840.01			
OTHER	NON-INSTRUCTIONAL	3XXX							
	FACILITIES ACQ & CONST	4XXX				\$106,951.88			
	DEBT	5XXX							
	AEA FLOW THROUGH	6100	\$322,888.00						
	TRANSFERS								
		6900							
	TOTAL		\$6,163,506.22	\$442,262.20	\$3,650.00	\$377,791.89	\$0.00	\$0.00	
	PUBLISHED BUDGET		\$13,797,336.00	\$544,000.00	\$0.00	\$710,000.00	\$0.00	\$0.00	
	% USED		44.67%	81.30%	0.00%	53.21%	0.00%	0.00%	
			\$13,668,222.00						
	FUNCTION	CAPITAL PROJECTS	DEBT SERVICE	NUTRITION	OTHER ENTERPRISE	TOTAL USED	PUB BUDGET	% OF BUDGET	
	INSTRUCTION	1XXX				\$3,834,279.00	\$9,246,000.00	41.47%	
	SUPPORT SERVICES	2XXX	\$5,713.26		\$187.59	\$2,829,179.70	\$5,378,000.00	52.61%	
	NON-INSTRUCTION	3XXX			\$341,438.67	\$341,438.67	\$750,000.00	45.53%	
	FACILITIES ACQ & CONST	4XXX	\$2,430,155.85			\$2,537,107.73	\$3,900,000.00	65.05%	
	DEBT	5XXX	\$2,550.00	\$94,000.00		\$96,550.00	\$930,000.00	10.38%	
	AEA FLOW THROUGH	6100				\$322,888.00	\$522,336.00	61.82%	
	TRANSFER	62xx	\$490,112.49			\$490,112.49			
	TOTAL		\$2,928,531.60	\$94,000.00	\$341,626.26	\$0.00	\$10,451,555.59	\$20,726,336.00	50.43%
	PUBLISHED BUDGET		\$4,689,755.00	\$930,000.00	\$750,000.00	\$0.00			
	% USED		62.45%	10.11%	45.55%	0.00%		50.43%	

**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	\$548,241.11	\$143,641.00		\$40,361.00	\$66,224.93			\$33,012.61	\$831,480.65	\$986,711.76
FEB								\$0.00		
MAR								\$0.00		
APR								\$0.00		
MAY								\$0.00		
JUN								\$0.00		
TOTAL	\$2,783,270.45	\$718,205.00	\$0.00	\$322,888.00	\$2,131,849.24	\$150,234.37	\$38,996.18	\$590,441.66	\$6,735,884.90	\$6,451,784.93

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	\$590,441.66	\$ 1,404,271.00 Estimate on Budge
+	UNSPENT AUTH BUDGET - PREVIOUS YEAR	\$3,910,338.00	
=	MAXIMUM AUTHORIZED BUDGET	\$16,258,543.66	
-	EXPENDITURES	\$6,163,506.22	37.91%
=	UNSPENT AUTHORIZED BUDGET	\$10,095,037.44	
	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	\$1,051,604.51	\$1,011,435.69
	FEBRUARY		
	MARCH		
	APRIL		
	MAY		
	JUNE		
	TOTAL	\$6,163,506.22	\$5,631,918.24

MONTHLY BOARD VENDOR BILLS
FEBRUARY 2021 ACCOUNTS PAYABLE

Vendor Name	Invoice Detail Amount	Invoice Detail Description
Checking Account ID 20	Fund Number 61	SCHOOL NUTRITION FUND
BMO MASTERCARD	185.00	SFP FOODSERVICE SUPPLIES
DOVEL REFRIGERATION	293.72	SNF EQUIPMENT REPAIR
FAREWAY STORES	98.43	HOT DOG BUNS
HOBART SALES & SERVICE	508.03	SNF EQUIPMENT REPAIR
HY-VEE	545.00	FOOD
MARTIN BROS DIST	30,663.67	SUPPLIES
Fund Number 61	<u>32,293.85</u>	
Checking Account ID 20	32,293.85	
Checking Account ID 3	Fund Number 21	ACTIVITY FUND
BANK IOWA/CARLEEN PERRY	300.00	SUPPLIES/MS STUDENT COUNCIL
BMO MASTERCARD	21.18	SUPPLIES/GENERAL ATHLETICS
BMO MASTERCARD	246.17	STUDENT ENTRY & REGISTRATION FEES
BMO MASTERCARD	439.56	SUPPLIES/SHS SPEECH CLUB
BMO MASTERCARD	358.69	SUPPLIES/FFA
BMO MASTERCARD	4,426.27	MUSTANG FIELD CONCESSION SUPPLIES
BMO MASTERCARD	47.19	MAY MENTORING ACTIVITY SUPPLIES
BMO MASTERCARD	45.00	MUSTANG FIELD CONCESSION SUPPLIES
BMO MASTERCARD	26.83	SUPPLIES/CHEERLEADERS
BRIEN MCCREADY	170.00	GENERAL ATHLETICS OFFICIAL
BROOKE BAUER	90.00	GENERAL ATHLETIC WORKERS
CHAD TIEMEYER	50.00	OFFICIALS/MS GENERAL ATHLETICS
CHRIS GIBSON	36.00	GENERAL ATHLETIC WORKERS
CHRISTOPHER JOHNSON	90.00	GENERAL ATHLETICS OFFICIAL
COUNTY LINE DESIGN	56.00	SUPPLIES/SHS SPEECH CLUB
DARRIAN IRLBECK	135.00	GENERAL ATHLETICS OFFICIAL
DAVID LUTZ	125.00	GENERAL ATHLETICS OFFICIAL
DON CONGDON ASSOCIATES	150.00	SUPPLIES/SHS SPEECH CLUB
DON JARRETT	282.50	GENERAL ATHLETICS OFFICIAL
DOUG DICKINSON	125.00	GENERAL ATHLETICS OFFICIAL
ELI SCHUSTER	72.00	GENERAL ATHLETIC WORKERS
FAREWAY STORES	294.06	MUSTANG FIELD CONCESSION SUPPLIES
GLENWOOD CSD	100.00	ENTRY FEE TO ANOTHER SCHOOL
IOWA DEPARTMENT OF INSPECTION AND APPEALS	150.00	SUPPLIES/GENERAL ATHLETICS
IOWA HIGH SCHOOL BASEBALL ASSOCIATION	115.00	Baseball Clinic, coaches association
IOWA HIGH SCHOOL SPEECH ASSOCIATION	100.50	REGISTRATION/SHS SPEECH CLUB
JAMES HASH	90.00	GENERAL ATHLETICS OFFICIAL
JOHN BLOMSTEDT	282.50	GENERAL ATHLETICS OFFICIAL
JOHN LONG	260.00	GENERAL ATHLETICS OFFICIAL
JOSH SCHUSTER	72.00	GENERAL ATHLETIC WORKERS
JOSHUA PORTER	125.00	GENERAL ATHLETICS OFFICIAL
JOSTENS	479.20	SUPPLIES/MS ANNUAL
KYLE FISCHER	315.00	GENERAL ATHLETICS OFFICIAL
MT AYR CSD	75.00	ENTRY FEE TO ANOTHER SCHOOL
NATIONAL FFA ORGANIZATION	195.00	SUPPLIES/FFA
NICOLE WENSTRAND	125.00	GENERAL ATHLETICS OFFICIAL
OSBORN, CURTIS	730.00	GENERAL ATHLETICS OFFICIAL
PAPER TRAIL	9.00	SUPPLIES/CHEERLEADERS
RANDY BAXTER	50.00	GENERAL ATHLETICS OFFICIAL
RANDY SPIKER	110.00	JUDGE/SHS SPEECH CLUB
RICK PACE	100.00	GENERAL ATHLETICS OFFICIAL
ROCSTOP - WHITEHILLS	480.00	concession pizzas
RON HANSEN	198.00	GENERAL ATHLETIC WORKERS
SHANE WIEGEL	100.00	GENERAL ATHLETICS OFFICIAL
TIM BLUM	170.00	GENERAL ATHLETICS OFFICIAL

MONTHLY BOARD VENDOR BILLS
FEBRUARY 2021 ACCOUNTS PAYABLE

Vendor Name	Invoice Detail Amount	Invoice Detail Description
TOM WRIGHT	282.50	GENERAL ATHLETICS OFFICIAL
TREASURER STATE OF IOWA	103.00	SUPPLIES/SHEN GIRLS BB
Fund Number 21	<u>12,403.15</u>	
Checking Account ID 3	Fund Number 81	TRUST FUNDS NON EXPENDABLE
CLAIRE ADKINS/ISU	500.00	SCHOLARSHIPS/BATEMAN MUSIC
Fund Number 81	<u>500.00</u>	
Checking Account ID 3	12,903.15	
Checking Account ID 30	Fund Number 10	GENERAL FUND
AHLERS & COONEY PC	2,110.50	LAWYER/NEGOTIATIONS
BARBARA FARWELL	163.63	ESL TRAVEL
BE PUBLISHING	783.60	HOSA SUPPLIES
BMO MASTERCARD	474.84	ELEM GENERAL ED SUPPLIES
BMO MASTERCARD	97.99	HS PRINCIPAL FUNDRAISER SUPPLIES
BMO MASTERCARD	1,770.63	FOUNDATION GRANTS SUPPLIES
BMO MASTERCARD	237.38	HS FCS SUPPLIES
BMO MASTERCARD	4,618.51	CARES AG SUPPLIES IWD
BMO MASTERCARD	241.00	HS VOCAL MUSIC SUPPLIES
BMO MASTERCARD	131.55	MENTOR SUPPLIES
BMO MASTERCARD	589.26	SUPERINTENDENT SUPPLIES
BMO MASTERCARD	1,000.86	MS BAND SUPPLIES
BMO MASTERCARD	317.35	MS FCS SUPPLIES
BMO MASTERCARD	187.73	MAINTENANCE BUILDING SUPPLIES
BMO MASTERCARD	1,823.49	TECH REPAIR & MAINTENANCE SUPPLIES
BMO MASTERCARD	29.70	BACKGROUND CHECKS
BMO MASTERCARD	296.50	SUPERINTENDENT SUPPLIES
BMO MASTERCARD	478.85	FOUNDATION GRANTS SUPPLIES
BMO MASTERCARD	1,713.68	HS MARKETING CLUB SUPPLIES
BMO MASTERCARD	782.66	PS ELI TEXTBOOKS
BROWN'S REPAIR & AUTO PARTS, INC.	3,325.16	VEHICLE REPAIR SERVICES
CABINETS BY STAC	321.30	MAINTENANCE SUPPLIES
CENEX FLEET FUELING	3,658.23	TRANSPORTATION DIESEL
CENTURYLINK	619.19	BUSINESS MANAGER TELEPHONE
CHAT MOBILITY	56.04	BUSINESS MANAGER TELEPHONE
CITY OF SHENANDOAH	11,833.95	WATER-SEWER
CLAYTON RIDGE COMMUNITY SCHOOL DISTRICT	3,773.23	TEACHER LEADERSHIP OPEN ENROLLMENT
CORNHUSKER INTERNATIONAL TRUCKS	2,131.08	VEHICLE REPAIR SERVICES
COUNCIL BLUFFS CSD	3,520.90	PURCHASE EDUCATIONAL/L3 IND COSTS
CULLIGAN WATER	170.00	MAINTENANCE SUPPLIES
DICK BLICK	127.00	HS ART EQUIPMENT
DLA FARMS LLC	2,876.00	MAINTENANCE SNOW REMOVAL-CONTRACTED
DOUG MEYER CHEVROLET	199.03	MAINTENANCE VEHICLE REPAIR SERVICES
EDCLUB, INC	170.14	Student Licenses for 1 year computer cla
ELEVATE ROOFING	447.46	MAINTENANCE BUILDING REPAIR SERVICES
FELD FIRE	631.00	MAINTENANCE BUILDING REPAIR SERVICES
FREMONT MILLS CSD	12,797.32	TEACHER LEADERSHIP OPEN ENROLLMENT
GENERAL FIRE & SAFETY	191.70	MAINTENANCE BUILDING REPAIR SERVICES
GLENWOOD CSD	4,830.75	PURCHASE EDUCATIONAL/L3 IND COSTS
HARTMAN PUBLISHING	271.90	HOSA SUPPLIES
HD PRO INSTITUTIONAL	2,605.77	MAINTENANCE SUPPLIES
HEARTLAND FAMILY SERVICE	2,367.00	PURCHASE EDUCATIONAL/L3 IND COSTS
IOWA ASSOCIATION OF SCHOOL BOARD	400.00	2020 ISFLC December Digital Conference
IOWA COMMUNICATIONS NETWORK	624.27	ELEM PRINCIPAL TELEPHONE
IOWA WESTERN COMMUNITY COLLEGE	23,807.50	TUITION-COMMUNITY COLLEGES
JOHN GOWING PLUMBING AND HEATING INC.	6.40	MAINTENANCE BUILDING SUPPLIES
MIDAMERICAN ENERGY	12,439.13	UTILITIES-ELECTRICITY

MONTHLY BOARD VENDOR BILLS
FEBRUARY 2021 ACCOUNTS PAYABLE

Vendor Name	Invoice Amount	Detail	Invoice Detail Description
MILLER BUILDING	132.22	HS GENERAL ED SUPPLIES	
MITEL NET SOLUTIONS	550.23	ELEM PRINCIPAL TELEPHONE	
O'REILLY AUTO	263.76	TRANSPORTATION SUPPLIES	
OTIS ELEVATOR	91.42	OTHER PURCHASED PROPERTY SERVICES	
PETERSEN AUTO	983.96	VEHICLE REPAIR SERVICES	
RED OAK WELDING	30.60	HS RENTAL OF EQUIPMENT IA DEPT	
ROCSTOP - WHITEHILLS	24.55	TRANSPORTATION GASOLINE	
ROGERS PEST CONTROL LLC	240.00	MAINTENANCE PEST CONTROL CONTRACTED	
SHENANDOAH CHAMBER & INDUSTRY	227.20	MENTOR DUES & FEES	
SHENANDOAH MEDICAL CENTER	100.00	BUS DRIVER PHYSICALS	
SHENANDOAH SANITATION	416.54	MAINTENANCE GARBAGE COLLECTION	
SHENANDOAH SCHOOL LUNCH	417.00	Bottled Water	
SIGNS & SHINES	186.00	GROUNDS GENERAL SUPPLIES	
SILVERSTONE GROUP, INC.	4,050.00	GASB 75	
SWIFT SERVICES LLC	889.95	GEER HARDWARE	
SYMMETRY ENERGY SOLUTIONS	4,463.15	UTILITIES-GAS	
TIMBERLINE BILLING SERVICE LLC	43.44	MEDICAID BILLING SERVICES	
TRUCK CENTER COMPANIES	102.70	TRANSPORTATION REPAIR PARTS	
US CELLULAR	1,796.76	GOVERNOR'S EMERGENCY RELIEF SUPPLIES	
VETTER EQUIPMENT CO	269.92	EQUIPMENT REPAIR	
WELLMARK BLUE CROSS BLUESHEILD	114,655.44	HEALTH INSURANCE PAYABLE CN	
ZIMCO SUPPLY	575.00	GROUNDS GENERAL SUPPLIES	
Fund Number 10	<u>242,561.00</u>		
Checking Account ID 30	Fund Number 22	MANAGEMENT FUND	
WELLMARK BLUE CROSS BLUESHEILD	<u>6,682.20</u>	EARLY RETIREES MEDICAL INSURANCE	
Fund Number 22	6,682.20		
Checking Account ID 30	Fund Number 33	SAVE (SECURE AN ADVANCED VISION FOR ED.	
CARL A. NELSON & CO	17,819.43	REV BONDS ARCHITECTURE & ENGINEERING	
DLR GROUP	9,550.70	REV BONDS ARCHITECTURE & ENGINEERING	
ELEVATE ROOFING	1,205.63	SERIES 2019 CONSTRUCTION	
IMEG	4,200.00	SERIES 2019 CONSTRUCTION	
RASMUSSEN MECHANICAL SERVICES	11,161.25	BUILDING IMPROVEMENT	
WALLIN PLUMBING & HEATING	12,376.27	BUILDING IMPROVEMENT	
Fund Number 33	<u>56,313.28</u>		
Checking Account ID 30	Fund Number 36	PHYSICAL PLANT & EQUIPMENT	
BLUPOINTE DRS	750.00	Maintenance, Support and Services:BDR MA	
BMO MASTERCARD	1,170.00	TECH RELATED SOFTWARE	
CDW GOVERNMENT	955.43	SCANNER	
COUNSEL OFFICE & DOCUMENT	991.51	ADMIN COPIER LEASE	
CULLIGAN WATER	253.47	RENTAL OF EQUIPMENT & VEHICLES	
GREAT AMERICAN FINANCIAL SERVICES	1,064.38	ELEMENTARY COPIER LEASE	
KIDWELL INC.	2,100.00	TECH RELATED SOFTWARE	
MILLER BUILDING	445.16	Maintenance shed supplies/sweet	
Fund Number 36	<u>7,729.95</u>		
Checking Account ID 30	Fund Number 40	DEBT SERVICE	
UMB BANK, N.A.	500.00	DEBT SERVICE FEE	
Fund Number 40	<u>500.00</u>		
Checking Account ID 30	<u>313,786.43</u>		

First Name	Last Name	Organization	Start Date	End Date	Name of Fundraiser	What specific funds will be used for	Percentage of profit	Population
Dale	Risher	4 Seasons Fundraising	3/1/2021	3/12/2021	Band Fundraiser for Disney Trip	All profits will be added to individual accounts toward their trip to Orlando in 2023	40%	Staff or General Public

103 EQUAL EDUCATIONAL OPPORTUNITY

It is the goal of the board to develop a healthy, social, intellectual, emotional, and physical self-concept in the students enrolled in the school district. Each student attending school will have the opportunity to use its education program and services as a means for self-improvement and individual growth. In so doing, the students are expected to conduct themselves in a manner that assures each student

The Shenandoah Community School District board will does not discriminate on the basis of race, color, national origin, sex, disability, religion, creed, age (for employment), marital status (for programs), sexual orientation, gender identity, and socioeconomic status (for programs) in its educational programs and its employment practices, activities on the basis of age, race, color, national origin, gender, gender identity, religion, creed, marital status, sex, sexual orientation, socioeconomic status, or disability. The belief in equal education opportunity serves as a guide for the board and employees in making decisions related to school district facilities, employment, selection of educational materials, equipment, curriculum, and regulations affecting students. There is a grievance procedure for processing complaints of discrimination. If you have any questions or a grievance related to this policy please contact Aaron Burdorf, Equity Coordinator, 601 Dr. Creighton Cir., Shenandoah, IA 51601, (712) 246-2520, burdorf@shencsd.com.

Board policies, rules and regulations affect students while they are on school district property or on property within the jurisdiction of the school district; while on school owned and/or operated school or chartered vehicles; while attending or engaged in school activities; and while away from school grounds if misconduct will directly affect the good order, efficient management and welfare of the school district.

The board requires all persons, agencies, vendors, contractors and other persons and organizations doing business with or performing services for the school district to subscribe to all applicable federal and state laws, executive orders, rules and regulations pertaining to contract compliance and equal opportunity.

~~The board is committed to the policy that no otherwise qualified person will be excluded from educational activities on the basis of age, race, color, national origin, gender, gender identity, religion, creed, marital status, sex, sexual orientation, socioeconomic status, or disability. Further, the board affirms the right of all students and staff to be treated with respect and to be protected from intimidation, discrimination, physical harm and harassment.~~

~~Harassment or discriminatory behavior that denies civil rights or access to equal educational opportunities includes comments, name calling, physical conduct or other expressive behavior directed at an individual or group that intentionally demeans the age, race, color, national origin, gender, gender identity, religion, creed, marital status, sex, sexual orientation, socioeconomic status, or disability of the individual or individuals or creates an intimidating, hostile or demeaning environment for education.~~

Inquires by students regarding compliance with equal educational opportunity and affirmative action laws and policies, including but not limited to complaints of discrimination, are directed to the Affirmative Action Coordinator by writing to the Affirmative Action Coordinator, Aaron Burdorf, Shenandoah Community School District, 601 Dr. Creighton Cir, Shenandoah, IA 51601; or by telephoning (712) 246-2520.

Inquiries by students regarding compliance with equal educational opportunity and affirmative action laws and policies, including but not limited to complaints of discrimination, may also be directed in writing to the Director of the Region VII office of Civil Rights, U.S. Department of Education, John C. Kluczynski Federal Building, 230 S. Dearborn St., 37th Floor, Chicago, IL, 60604 (312) 730-1560, fax (312) 730-1576 OCR.Chicago@ed.gov, the Iowa Civil Rights Commissioner, <https://icrc.iowa.gov>, (515) 281-4121 or the Iowa Dept. of Education, Grimes State Office Bldg., Des Moines, IA 50319; (515) 281-5294. This inquiry or complaint to the federal or state office may be done instead of, or in addition to, an inquiry or complaint at the local level.

Commented [NK1]: Volume 29 #2 – November 3, 2020
The IASB sample policy was updated to incorporate some of the language from IASB sample policy 500, to further strengthen the goals and vision of the policy. Policies 103 and 500 heavily overlapped one another. By adding some language from policy 500 to policy 103, the policy and the district's process are more clearly defined and allow for the rescission of sample policy 500. The changes include updated contact information for the regional office of civil rights. Due to the changes to this policy, IASB sample policy 500 will be rescinded.

This is a mandatory policy.

NOTE: A school district may have a different coordinator for each law or consolidate the responsibilities under one employee. The Iowa Department of Education encourages districts to have no more than two (2) coordinators: one for employment and one for programs. If the district has more than one coordinator, publications of this policy and notifications must include the name, contact address, contact phone number and email address for each coordinator.

NOTE: The language utilized above is consistent with Iowa Department of Education guidance released in the School Leader Update on September 1, 2015. The classes listed are all mandatory.

NOTE: Some conduct that falls under a school's equal educational opportunity policy also may trigger responsibilities under the state's anti-bullying/anti-harassment laws. By limiting the response to a specific application of its equal educational opportunity policy and the accompanying grievance procedures, a school may fail to properly consider whether the alleged conduct also results in bullying and/or harassment.

Legal Reference: 20 U.S.C. §§ 1221 *et seq.* ~~(1994)~~;
20 U.S.C. §§ 1681 *et seq.* ~~(1994)~~;
20 U.S.C. §§ 1701 *et seq.* ~~(1994)~~;
29 U.S.C. § 206 *et. seq.*
29 U.S.C. § 794 ~~(1994)~~;
42 U.S.C. §§ 2000d and 2000e.
42 U.S.C. §§ 12101 *et seq.* ~~(1994)~~;
34 C.F.R. Pt. 100 ~~(2002)~~;
34 C.F.R. Pt. 104 ~~(2002)~~;
Iowa Code §§ 216.6; 216.9; 256.11, ~~11A~~; 280.3 ~~(2009)~~;
281 I.A.C. 12.

Cross Reference: 101 Educational Philosophy of the School District
401.1 Equal Employment Opportunity
500 Objectives for Equal Educational Opportunities for Students
506.1 Student Records

Approved 8/8/94

Reviewed 6/22/20

Revised 11/07/16

Code No. 500

500 OBJECTIVES FOR EQUAL EDUCATIONAL OPPORTUNITIES FOR STUDENTS

Commented [NK2]: Volume 29 #1 – November 3, 2020
This policy has been rescinded as it substantially overlapped policy 103 but was less comprehensive. Some of the policy language in 500 was moved to 103, which also has appropriate legal reference citations substantiate the requirements in policy 103. It is important to avoid policies that directly overlap one another, as any inconsistency in the phrasing of overlapping language could create confusion for employees and students in the districts and could make enforcement of policy language very difficult.

~~This series of the board policy manual is devoted to the board's goals and objectives for assisting the students of the school district in obtaining an education. Each student will have an opportunity to obtain an education in compliance with the policies in this series.~~

~~It is the goal of the board to develop a healthy social, intellectual, emotional, and physical self-concept in the students enrolled in the school district. Each student attending school will have the opportunity to use it and its education program and services as a means for self-improvement and individual growth. In so doing, the students are expected to conduct themselves in a manner that assures each student the same opportunity.~~

~~The board supports the delivery of the education program and services to students free of discrimination on the basis of race, color, sex, gender, gender orientation, marital status, sexual orientation, national origin, religion, creed, socioeconomic status, or disability. This concept of equal educational opportunity serves as a guide for the board and employees in making decisions relating to school district facilities, employment, selection of educational materials, equipment, curriculum, and regulations affecting students.~~

~~In the delivery of the education program, students will treat the employees with respect and students will receive the same in return. Employees have the best interests of the students in mind and will assist them in school-related or personal matters if they are able to do so. Students should feel free to discuss problems, whether school-related or personal, with the guidance counselor or other employees.~~

~~Board policies, rules and regulations affect students while they are on school district property or on property within the jurisdiction of the school district; while on school-owned and/or operated school or chartered vehicles; while attending or engaged in school activities; and while away from school grounds if misconduct will directly affect the good order, efficient management and welfare of the school district.~~

~~This section of the board policy refers to the term "parents" in many of the policies. The term parents for purposes of this policy manual will mean the legal parents. The legal guardian or custodian of a student and students who have reached the age of majority or are otherwise considered an adult by law.~~

~~Inquiries by students regarding compliance with equal educational opportunity and affirmative action laws and policies, including but not limited to complaints of discrimination, are directed to the Affirmative Action Coordinator by writing to the Affirmative Action Coordinator, Shenandoah Community School District, Shenandoah, Iowa 51601; or by telephoning 712-246-1581.~~

~~Inquiries by students regarding compliance with equal educational opportunity and affirmative action laws and policies, including but not limited to complaints of discrimination, may also be directed in writing to the Director of the Region VII office of Civil Rights, U.S. Department of Education 8930 Ward Parkway, Suite 2037, Kansas City, MO. 64114 (816) 268-0550 or Iowa Dept. of Education, Grimes State Office Bldg., Des Moines, IA. (515) 281-5294. This inquiry or complaint to the federal or state office may be done instead of, or in addition to, an inquiry or complaint at the local level.~~

~~Further information and copies of the procedures for filing a complaint are available in the school district's central administrative office and the administrative office in each attendance center.~~

Approved 08/08/94 Reviewed 03/13/17 Revised 07/09/12

Code No. 502.10

502.10 SEARCH AND SEIZURE

School district property is held in public trust by the board. School district authorities may, without a search warrant, search students or protected student areas based on a reasonable and articulable suspicion that a school district policy, rule, regulation or law has been violated. The search is in a manner reasonable in scope to maintain order and discipline in the schools, promote the educational environment, and protect the safety and welfare of students, employees and visitors to the school district facilities. The furnishing of a locker, desk or other facility or space owned by the school and provided as a courtesy to a student, even if the student provides the lock for it, will not create a protected student area and will not give rise to an expectation of privacy with respect the locker, desk, or other facility.

School authorities may seize any illegal, unauthorized or contraband materials discovered in the search. Items of contraband may include, but are not limited to, nonprescription controlled substances, marijuana, cocaine, amphetamines, barbiturates, apparatus used for controlled substances, alcoholic beverages, tobacco/nicotine, weapons, explosives, poisons and stolen property. Such items are not to be possessed by a student while they are on school district property or on property within the jurisdiction of the school district; while on school owned and/or operated school or chartered vehicles; while attending or engaged in school activities; and while away from school grounds if misconduct will directly affect the good order, efficient management and welfare of the school district. Possession of such items will be grounds for disciplinary action including suspension or expulsion and may be reported to local law enforcement officials. The board believes that illegal, unauthorized or contraband materials may cause material and substantial disruption to the school environment or presents a threat to the health and safety of students, employees, or visitors on the school district premises or property within the jurisdiction of the school district.

It is the responsibility of the superintendent, in conjunction with the principals, to develop administrative regulations regarding this policy.

NOTE: This policy reflects the law regarding school district authority for searching students, their possessions and their lockers. Substantive changes were made to 502.8R1.

Legal Reference: U.S. Const. amend. IV.
New Jersey v. T.L.O., 469 U.S. 325 (1985).
Cason v. Cook, 810 F.2d 188 (8th Cir. 1987), *cert. den.*, 482 U.S. 930 (1987).
Iowa Code ch. 808A-~~(2009)~~.
281 I.A.C. 12.3(68).

Cross Reference: 502 Student Rights and Responsibilities
503 Student Discipline
905.2 Tobacco/Nicotine-Free Environment

Approved 08/08/94

Reviewed 03/13/17

Revised 03/14/11

Commented [NK3]: Volume 29 #1 – November 3, 2020
The policy language has been expanded to specifically allow for the seizure of nicotine as an unauthorized substance when discovered during the course of a search. Nicotine has been added rather than any paraphernalia used to deliver nicotine (ex. E-cigarettes) so that the policy considers the method of deliver may continue to change over time, but the chemical substance nicotine will continue to be banned.

502.10E1 SEARCH AND SEIZURE CHECKLIST

I. What factors caused you to have a reasonable and articulable suspicion that the search of this student or the student's effects or automobile would turn up evidence that the student has violated or is violating the law, school policy, rules or regulations affecting school order?

A. Eyewitness account.

1. By whom: _____
2. Date/Time: _____
3. Place: _____
4. What was seen: _____

B. Information from a reliable source.

1. From whom: _____
2. Time received: _____
3. How information was received: _____
4. Who received the information: _____
5. Describe information: _____

C. Suspicious behavior? Explain.

~~D. Student's past history? Explain.~~

~~DE.~~ Time of search: _____

~~EF.~~ Location of search: _____

~~FG.~~ Student told purpose of search: _____

~~GH.~~ Consent of student requested: _____

Commented [NK4]: Volume 29 #1 – November 3, 2020
This exhibit has been updated to remove reference to a student's past history when conducting a search. Using a student's past behavior as a basis for conducting a search may violate a student's constitutional rights. To provide greater clarity for school employees, this section has been removed from the exhibit as a consideration.

II. Was the search you conducted reasonable in terms of scope and intrusiveness?

- A. What were you searching for: _____
- B. Where did you search? _____
- C. Sex of the student: _____
- D. Age of the student: _____
- E. Exigency of the situation: _____
- F. What type of search was being conducted: _____
- G. Who conducted the search: _____
Position: _____ Sex: _____
- H. Witness(s):

III. Explanation of Search.

- A. Describe the time and location of the search:

- B. Describe exactly what was searched:

- C. What did the search yield: _____
- D. What was seized: _____
- E. Were any materials turned over to law enforcement officials?

- F. Were parents notified of the search including the reason for it and the scope:

503.1 STUDENT CONDUCT

The board believes inappropriate student conduct causes material and substantial disruption to the school environment, interferes with the rights of others, or presents a threat to the health and safety of students, employees, and visitors on school premises. Appropriate classroom behavior allows teachers to communicate more effectively with students.

Students will conduct themselves in a manner fitting to their age 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 owned and/or operated school or chartered vehicles; while attending or engaged in school activities; and while away from school 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 developmentally appropriate in light of the circumstances.

Students who fail to abide by this policy, and the administrative regulations supporting it, may be disciplined for conduct which disrupts or interferes with the education program; conduct which disrupts the orderly and efficient operation of the school district or school activity; conduct which disrupts the rights of other students to participate in or obtain their education; conduct that is violent or destructive; or conduct which interrupts the maintenance of a disciplined atmosphere. Disciplinary measures include, but are not limited to, removal from the classroom, detention, suspension, probation, and expulsion.

A student who commits an assault against an employee on school district property or on property within the jurisdiction of the school district; while on school-owned or school-operated chartered vehicles; or while attending or engaged in school district activities will be suspended by the principal. Notice of the suspension is sent to the board president. The board will review the suspension and decide whether to hold a disciplinary hearing to determine whether to impose further sanctions against the student which may include expulsion. In making its decision, the board shall consider the best interests of the school district, which shall include what is best to protect and ensure the safety of the school employees and students from the student committing the assault. Assault for purposes of this section of this policy is defined as, 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.

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. [This policy is not intended to address the use of therapeutic classrooms or seclusion rooms for students.](#)

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.

Suspension means; either an in-school suspension, an out-of-school suspension, a restriction from activities or

Commented [NK5]: Volume 29 #3 – December 22, 2020
Minor changes were made to this policy to include reference to the new policy 503.6, and to distinguish the subject matter of this policy from 503.6

loss of eligibility. An 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. An 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. A restriction from school activities means a student will attend school and classes and practice but will not participate in school activities.

Probation means a student is given a conditional suspension of a penalty for a definite period of time in addition to being reprimanded. The conditional suspension will mean the student must meet the conditions and terms for the suspension of the penalty. Failure of the student to meet these conditions and terms will result in immediate reinstatement of the penalty.

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.

Discipline of special education students, including suspensions and expulsions, will comply with the provisions of applicable federal and state laws.

It is the responsibility of the superintendent, in conjunction with the principal, to develop administrative regulations regarding this policy.

NOTE: This is a mandatory policy and outlines the school district's basic student conduct. Details of how this policy will be implemented should be included in the student handbook. The paragraph regarding assault of school district employees is Iowa law. For more detailed discussion of this issue, see IASB's Policy Primer, October 10, 2002.

Legal Reference: *Goss v. Lopez*, 419 U.S. 565 (1975).
Brands v. Sheldon Community School District, 671 F. Supp. 627 (N.D. Iowa 1987).
Sims v. Colfax Comm. School Dist., 307 F. Supp. 485 (Iowa 1970).
Bunger v. Iowa High School Athletic Assn., 197 N.W.2d 555 (Iowa 1972).
Board of Directors of Ind. School Dist. of Waterloo v. Green, 259 Iowa 1260, 147 N.W.2d 854 (1967).
Iowa Code §§ 279.8; 282.3, 282.4, 282.5; 708.1.
281 I.A.C. 12.3(6)

Cross Reference: 501 Student Attendance
502 Student Rights and Responsibilities
503.6 Physical Restraint and Seclusion of Students
504 Student Activities
603.3 Special Education
903.5 Distribution of Materials

503.5 CORPORAL PUNISHMENT, MECHANICAL RESTRAINT AND PRONE RESTRAINT

The use of corporal punishment, mechanical restraint and/or prone restraint is prohibited in all schools. Corporal punishment is defined as the intentional physical punishment of a student ~~and is prohibited~~. It includes the use of unreasonable or unnecessary physical force or physical contact made with the intent to harm or cause pain. No employee is prohibited from any of the following which are not considered corporal punishment:

- Using reasonable and necessary force, not designed or intended to cause pain, in order to accomplish any of the following:
 - To quell a disturbance or prevent an act that threatens physical harm to any person.
 - To obtain possession of a weapon or other dangerous object(s) within a ~~pupil~~ student's control.
 - For the purposes of self-defense or defense of others as provided for in Iowa Code section 704.3.
 - For the protection of property as provided for in Iowa Code section 704.4 or 704.5.
 - To remove a disruptive ~~pupil~~ student from class or any area of school premises or from school-sponsored activities off school premises.
 - To protect a student from the self-infliction of harm.
 - To protect the safety of others.
- Using incidental, minor, or reasonable physical contact to maintain order and control.

Mechanical restraint means the use of a device as a means of restricting a student's freedom of movement. Mechanical restraint does not mean a device used by a trained individual for specific approved therapeutic or safety purposes for which the device was designed and, if applicable, prescribed, including restraints, for medical immobilization, adaptive devices or mechanical supports used to allow greater freedom of mobility than would be possible without the use of such devices or mechanical supports; and vehicle safety restraints when used as intended during the transport of a student in a moving vehicle.

Prone restraint means any restraint in which the student is held face down on the floor.

Reasonable ~~physical~~ force should be commensurate with the circumstances of the situation. The following factors should be considered in using reasonable physical force for the reasons stated in this policy:

1. The size and physical, mental, and psychological condition of the student;
2. The nature of the student's behavior or misconduct provoking the use of physical force;
3. The instrumentality used in applying the physical force;
4. The extent and nature of resulting injury to the student, if any, including mental and psychological injury;
5. The motivation of the school employee using physical force.

Upon request, the student's parents are given an explanation of the reasons for physical force.

It is the responsibility of the superintendent to develop administrative regulations regarding this policy.

Legal Reference: Ingraham v. Wright, 430 U.S. 651 (1977).
Goss v. Lopez, 419 U.S. 565 (1975).
Tinkham v. Kole, 252 Iowa 1303, 110 N.W.2d 258 (1961). Lai v. Erickson, PTPC Admin. Doc. 83-12 (1983).
 Iowa Code §§ 279.8; 280.21 ~~(2005)~~.
 281 I.A.C. 12.3(8); 103.
~~1980 Op. Att'y Gen. 275.~~

Cross Reference: 402.3 Abuse of Students by School District Employees

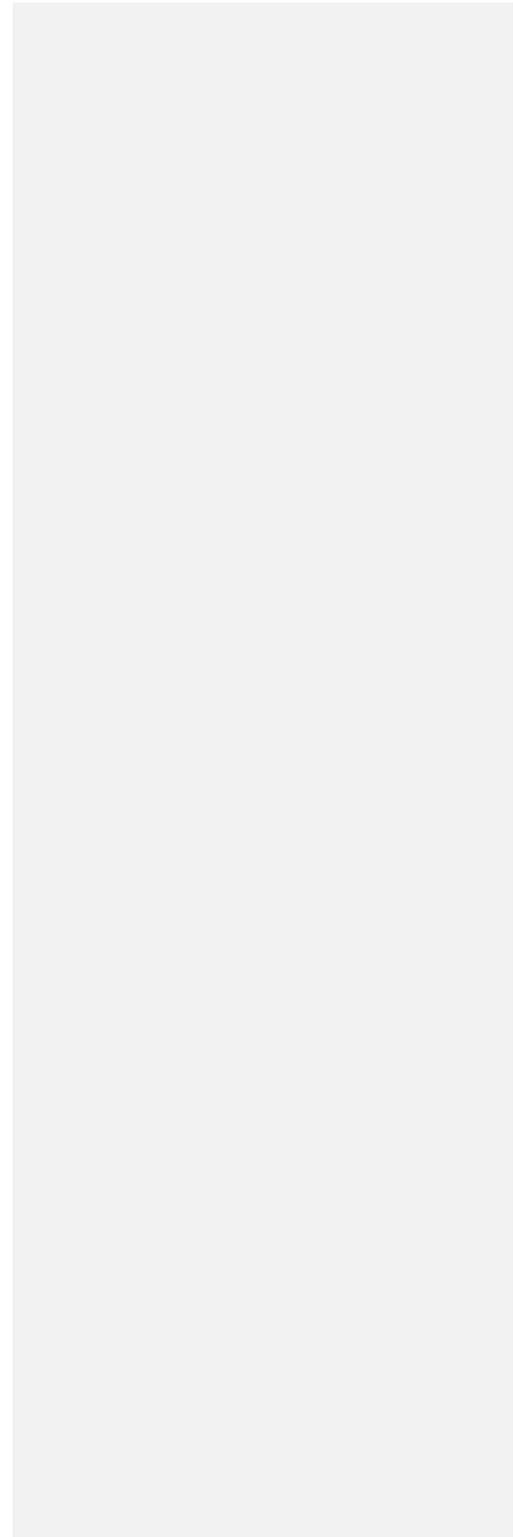
Commented [NK6]: Volume 29 #3 – December 22, 2020
 This policy was revised in accordance with the new changes to the *Iowa Administrative Code* which clearly prohibits the use of mechanical and prone restraints on students. For greater clarity for district employees, mechanical and prone restraints are defined in the policy language.

502 Student Rights and Responsibilities
503 Student Discipline
503.6 Physical Restraint and Seclusion

Approved 08/08/94

Reviewed 03/13/17

Revised 03/14/11



503.6 PHYSICAL RESTRAINT AND SECLUSION OF STUDENTS

It is the goal of the district that all students can learn and grow in a safe and peaceful environment that nurtures the student and models respect for oneself and others. On occasion, trained district employees and others may have to use behavior management interventions, physical restraint and/or seclusion of students. The goal of these interventions is to promote the dignity, care, safety, welfare and security of each child and the school community. With this objective in mind, the district will prioritize the use of the least restrictive behavioral interventions appropriate for the situation.

Physical restraint means a personal restriction that immobilizes or reduces the ability of a student to move the student's arms, legs, body, or head freely. Physical restraint does not mean a technique used by trained school personnel, or used by a student, for the specific and approved therapeutic or safety purposes for which the technique was designed and, if applicable, prescribed. Physical restraint does not include instructional strategies, such as physically guiding a student during an educational task, hand-shaking, hugging, or other non-disciplinary physical contact.

Seclusion means the involuntary confinement of a child in a seclusion room or area from which the child is prevented or prohibited from leaving; however, preventing a child from leaving a classroom or school building are not considered seclusion. Seclusion does not include instances when a school employee is present within the room and providing services to the child, such as crisis intervention or instruction.

Physical restraint or seclusion is reasonable or necessary only:

- To prevent or terminate an imminent threat of bodily injury to the student or others; or
- To prevent serious damage to property of significant monetary value or significant nonmonetary value or importance; or
- When the student's actions seriously disrupt the learning environment or when physical restraint or seclusion is necessary to ensure the safety of the student or others; and
- When less restrictive alternatives to seclusion or physical restraint would not be effective, would not be feasible under the circumstances, or have failed in preventing or terminating the imminent threat or behavior; and
- When the physical restraint or seclusion complies with all applicable laws.

Prior to using physical restraint or seclusion, employees must receive training in accordance with the law. Any individual who is not employed by the district but whose duties could require the individual to use or be present during the use of physical restraint or seclusion on a student will be invited to participate in the same training offered to employees on this topic.

When required by law, the superintendent or the superintendent's designee will ensure a post-occurrence debriefing meeting is held, maintain documentation and fulfill all reporting requirements for each occurrence of physical restraint or seclusion as required by law.

NOTE: This policy is not mandatory. However, there are specific requirements for school districts to fulfill before and after using physical restraint and seclusion with students. Administrators should thoroughly read and understand the requirements listed in Chapter 103 of the Iowa Administrative Code.

Commented [NK7]: Volume 29 #3 – December 22, 2020
This policy clearly denies physical restraint and seclusion. It also outlines the reasoning behind the use of these behavior modifications, and the limited circumstances when they can be used. This topic has many legal requirements and the policy is not complete without the accompanying regulation and exhibits.

Legal Reference: Iowa Code §§ 279.8; 280.21.
281 I.A.C. 103.

Cross Reference: 402.3 Abuse of Students by School District Employees
502 Student Rights and Responsibilities
503 Student Discipline
503.5 Corporal Punishment

Approved Reviewed Revised

Code No. 503.6R1

503.6R1 USE OF PHYSICAL RESTRAINT AND SECLUSION WITH STUDENTS

The District will comply with 281 *Iowa Administrative Code* Ch. 103 for the use of physical restraint and seclusion with students, including, but not limited to:

- Physical restraint and seclusion will be used only by employees who have been trained in accordance with applicable law unless a trained employee is not immediately available due to the unforeseeable nature of the occurrence.
- As soon as practical after the situation is under control, but within one hour after either the occurrence or the end of the school day, whichever occurs first, the school will attempt to contact the student's parent or guardian using the school's emergency contact system.
- The seclusion or physical restraint is used only for as long as necessary based on research and evidence to allow the student to regain control of their behavior to the point that the threat or behavior necessitating the use of the seclusion or physical restraint has ended, or when a medical condition occurs that puts the student at risk of harm. Unless otherwise provided for in the student's written approved IEP, BIP, IHP or safety plan, if the seclusion or physical restraint continues for more than 15 minutes:
 - The student will be provided with any necessary breaks to attend to personal and bodily needs, unless doing so would endanger the child or others.
 - An employee will obtain approval from an administrator or administrator's designee to continue seclusion or physical restraint beyond 15 minutes. After the initial approval, an employee must obtain additional approval every 30 minutes thereafter for the continuation of the seclusion or physical restraint.
 - The student's parent or guardian and the school may agree to more frequent notifications than is required by law.
 - Schools and district employees must document and explain in writing the reasons why it was not possible for the employees to obtain approval, notify parents, or take action within prescribed time limits.
 - Schools and district employees who begin and then end use of nonapproved restraints will document and explain in writing the reasons why they had no other option but to use this type of behavioral intervention.
- The area of seclusion will be a designated seclusion room that complies with the seclusion room requirements in accordance with law, unless the nature of the occurrence makes the use of the designated seclusion room impossible, clearly impractical, or clearly contrary to the safety of the student, others, or both; in that event, the school must document and explain in writing the reasons why a designated seclusion room was not used.
- An employee must continually visually monitor the student for the duration of the seclusion or physical restraint.
- If an employee restrains a student who uses sign language or an augmentive mode of communication as the student's primary mode of communication, the student shall be permitted to have the student's hands free of physical restraint, unless doing so is not feasible in view of the threat posed.
- Seclusion or physical restraint shall not be used: as punishment or discipline; to force compliance or to retaliate; as a substitute for appropriate educational or behavioral support; to prevent property damage except as provided in law; as a routine school safety measure; or as a convenience to staff.
- The Superintendent or the Superintendent's designee will investigate any complaint or allegation that one or more employees violated any provisions of 281 Iowa Administrative Code Ch. 103. If the District determines a violation has occurred, corrective action will be taken up to and including termination of the employees involved. If the allegation or complaint involves a specific student the District will notify the parents or guardian of the involved student about the results of the investigation. If any allegation or complaint is also defined as abuse in 281 Iowa Administrative Code 102.2, the procedures listed in chapter 102 will apply.
- The District must comply with and implement Chapter 103 whether or not a parent consents to the use of physical restraint or seclusion.

Commented [NK8]: Volume 29 #3 – December 22, 2020
This regulation, which accompanies policy 503.6, goes into further details for administrators on the required parameters for using physical restraint and seclusion within the district.

<u>Approval from administrator to continue physical restraint or seclusion past 15 minutes:</u>		<u>Approval obtained from administrator to continue physical restraint or seclusion more than 30 minutes past last approval time:</u>	
<u>Administrator approving:</u>		<u>Administrator approving:</u>	
<u>Time approved:</u>		<u>Time approved:</u>	
<u>Reasons for length of incident:</u>		<u>Reasons for length of incident:</u>	
<u>If Administrator approval was not obtained at 15 minutes or every 30 minutes thereafter, or a student was not provided with breaks for bodily needs in incidents lasting longer than 15 minutes, explain why:</u>			
<u>Parent/Guardian notification: Parents/Guardians will be notified as soon as practicable once the occurrence is under control, but no more than one hour after, or the end of the school day, whichever occurs first. Space below for documenting multiple attempts to notify guardians is listed in case the guardian cannot be reached in the first attempt.</u>			
<u>Employee attempting notification:</u>	<u>Parent/Guardian contacted:</u>	<u>Time and manner of attempted notification:</u>	<u>Was notification successful?</u>
<u>Employee attempting notification:</u>	<u>Parent/Guardian contacted:</u>	<u>Time and manner of attempted notification:</u>	<u>Was notification successful?</u>
<u>Employee attempting notification:</u>	<u>Parent/Guardian contacted:</u>	<u>Time and manner of attempted notification:</u>	<u>Was notification successful?</u>
<u>If Parent/Guardian notification requirements were not complied with, explain why:</u>			
<u>Describe injuries sustained or property damaged by students or employees:</u>			
<u>Describe future approaches to address student behavior including any consequences or disciplinary actions that may be imposed on the student:</u>			

This form has been reviewed and completed by the undersigned employee. A written copy of this form has been sent to the student's parent or guardian within three school days of the occurrence. Unless the parent or guardian agrees to receive the report by email, fax, or hand delivery, the report must be sent by mail and postmarked by the third day following the occurrence. Enclosed with a copy of this form is an invitation for the parents or guardians to participate in the debriefing meeting scheduled in accordance with the law.

Employee

Date of form delivered to Parent/Guardian

Method of Transmittal

Code No. 503.6E2

503.6E2 DEBRIEFING LETTER TO GUARDIAN OF STUDENT INVOLVED IN AN OCCURRENCE
WHERE PHYSICAL RESTRAINT AND/OR SECLUSION WAS USED

[This letter and the enclosed report may be transmitted electronically via email or fax, picked up in person, or mailed. If the district and the guardian do not agree on how to transmit this letter, it must be mailed via postage prepaid, first class mail to the guardian within 3 school days of the occurrence.]

Dear [Guardian],

Recently, your student [*name*] was involved in an occurrence at school that required the physical restraint and/or seclusion of your student as defined by 281 Iowa Administrative Code Ch. 103. A report related to this occurrence is enclosed with this letter.

The law requires debriefing meetings be held for such occurrences in the following circumstances:

- Following the first instance of seclusion or physical restraint during a school year;
- When any personal injury occurs as a part of the use of seclusion or physical restraint;
- When a reasonable educator would determine a debriefing session is necessary;
- When suggested by a student's IEP team;
- When agreed to by the guardian and school officials; and
- After seven instances of seclusion or physical restraint of the student.

This letter is intended to inform you that a debriefing meeting will be held on [date within 5 days of transmission of letter, time, place] because of [reason from bulleted list above]. The following employees will be in attendance at this meeting: [list names and titles of employees]. We are inviting you to attend this debriefing meeting to engage with us on topics related to this occurrence.

If you would like to reschedule the debriefing meeting, please contact me as soon as possible via email [email address] or telephone [telephone number], and at least one school day prior to the date and time listed for this debriefing meeting. Your student is allowed to attend this meeting with your consent, and you are welcome to bring a representative of your choosing if you wish. If you plan to bring a representative to this meeting, please let us know at least one school day prior to the meeting so that we have an opportunity to make arrangements.

We look forward to working with you to foster the continued health, safety and educational growth of your student.

[Administrator name], title _____ Date _____

Enclosure: Report related to student occurrence

Commented [NK10]: Volume 29 #3 – December 22, 2020
This letter is a sample in districts can use to communicate with parents and guardians of students involved in restraint or seclusion occurrences. The letter outlines the legal reporting and meeting requires established in the Iowa Administrative Code.

Code No. 507.9

507.9 STUDENT SPECIAL HEALTH SERVICES

The board recognizes that some special education students need special health services during the school day. These students will receive special health services in conjunction with their individualized ~~education program~~ health plan.

The superintendent, in conjunction with licensed health personnel, will establish administrative regulations for the implementation of this policy.

Commented [NK12]: Volume 29 #1 – November 3, 2020
The language in this policy has been updated to accurately reflect and distinguish a student's individualized health plan from an individualize education program, which are different and carry with them different legal requirements. Also, the note in this policy had been removed, as this policy is not mandated by law. However, it would be wise for districts to maintain a policy on this topic to provide clarity for everyone within the district.

Legal Reference: *Board of Education v. Rowley*, 458 U.S. 176 (1982).
Springdale School District #50 v. Grace, 693 F.2d 41 (8th Cir. 1982). *Southeast Warren Comm. School District v. Dept. of Public Instruction*, 285 N.W.2d 173 (Iowa 1979).
20 U.S.C. §§ 1400 *et seq.* ~~(1994)~~.
34 C.F.R. Pt. 300 *et seq.* ~~(2002)~~.
Iowa Code §§ 256.11(7); 256B; 273.2, .5, .9(2)-(3); 280.8 ~~(2009)~~.
281 I.A.C. ~~12.3(7), 41.96~~ 14.2

Cross Reference: 502 Student Rights and Responsibilities
506 Student Records
603.3 Special Education

Approved 8/8/94

Reviewed 3/13/17

Revised 1/10/11

Code No. 603.1

603.1 BASIC INSTRUCTION PROGRAM

The basic instruction program will include the courses required for each grade level by the State Department of Education. The instructional approach will be ~~nonsexist-gender fair~~ and multicultural.

The basic instruction program of students enrolled in kindergarten is designed to develop healthy emotional and social habits, language arts and communication skills, the capacity to complete individual tasks, character education and the ability to protect and increase physical well-being with attention given to experiences relating to the development of life skills and human growth and development.

The basic instruction program of students enrolled in grades one through six will include English-language arts, social studies, mathematics, science, health, human growth and development, physical education, traffic safety, music, ~~and~~ visual art and computer science. Computer science will be offered during at least one grade level.

The basic instruction program of students enrolled in grades seven and eight will include English-language arts, social studies, mathematics, science, health, human growth and development, family and consumer, career, technology education, physical education, music, ~~and~~ visual art and computer science. Computer science will be offered during at least one grade level.

The basic instruction program of students enrolled in grades nine through twelve will include English-language arts (6 units), social studies (5 units), mathematics (6 units), science (5 units), health (1 unit), physical education (1 unit), fine arts (3 units), foreign language (4 units), financial literacy (1/2 unit), and vocational education (12 units) and computer science (1/2 unit).

The board may, in its discretion, offer additional courses in the instruction program for any grade level.

Each instruction program is carefully planned for optimal benefit taking into consideration the financial condition of the school district and other factors deemed relevant by the board or superintendent. Each instruction program's plan should describe the program, its goals, the effective materials, the activities and the method for student evaluation.

It is the responsibility of the superintendent to develop administrative regulations stating the required courses and optional courses for kindergarten, grades one through six, grades seven and eight, and grades nine through twelve.

NOTE: This policy reflects the educational standards. The financial literacy requirement is effective with the 2021 graduation class. The computer science requirement for grades one through eight are effective with the school year beginning July 1, 2023. The computer science requirement for grades nine through twelve is effective with the school year beginning July 1, 2022. Districts must also develop and implement a kindergarten through grade twelve computer science plan by July 1, 2022 which incorporates the educational standards.

Legal Reference: 20 U.S.C. § 1232h-~~(2006)~~.
34 C.F.R. Pt. 98-~~(2006)~~.
Iowa Code §§ 216.9; 256.11; 279.8; 280.3-.14-~~(2009)~~.
281 I.A.C. 12.5; .11.

Cross Reference: 102 Equal Educational Opportunity
103 Long-Range Needs Assessment
505 Student Scholastic Achievement
602 Curriculum Development
603 Instructional Curriculum

Approved 08/08/94

Reviewed 05/08/17

Revised 04/11/11

Commented [NK13]: Volume 29 #1 – November 3, 2020
The addition of computer science into the instruction program is a new requirement from the past legislative session. The Note to the policy specifies when this requirement will take effect.

Code No. 603.3

603.3 SPECIAL EDUCATION

Commented [NK14]: Volume 29 #1 – November 3, 2020
This policy language change is intended to reflect the requirement that special education students must meet the 4-3-3-3 requirements outlined in the graduation policy as well as their IEP requirements in order to graduate.

The board recognizes some students have different educational needs than other students. The board will provide a free appropriate public education program and related services to students identified in need of special education. The special education services will be provided from birth until the appropriate education is completed, age twenty-one or to maximum age allowable in accordance with the law. Students requiring special education will attend general education classes, participate in nonacademic and extracurricular services and activities and receive services in a general education setting to the maximum extent appropriate to the needs of each individual student. The appropriate education for each student is written in the student's Individualized Education Program (IEP).

Special education students are required to meet the requirements ~~stated~~ listed for special education students in board policy 505.5 or and in their IEPs for graduation. It is the responsibility of the superintendent and the area education agency director of special education to provide or make provisions for appropriate special education and related services.

Children from birth through age 2 and children age 3 through age 5 are provided comprehensive special education services within the public education system. The school district will work in conjunction with the area education agency to provide services, at the earliest appropriate time, to children with disabilities from birth through age 2. This is done to ensure a smooth transition of children entitled to early childhood special education services.

NOTE: This is a mandatory policy and reflects state and federal law. For more detailed discussion of this issue, see IASB's Policy Primers, Vol. 20 #7 – Dec. 4, 2008 and 13 #3- Jan. 22, 2001.

Legal Reference: *Board of Education v. Rowley*, 458 U.S. 176 (1982).
Springdale School District #50 v. Grace, 693 F.2d 41 (8th Cir. 1982). *Southeast Warren Comm. School District v. Dept. of Public Instruction*, 285 N.W.2d 173 (Iowa 1979).
20 U.S.C. §§1400 ~~et seq.~~ ~~(2004)~~.
34 C.F.R. Pt. 300 ~~et seq.~~ ~~(2004)~~.
Iowa Code §§ 256.11(7); 256B; 273.1, .2, .5, .9(2)-(3); 280.8 ~~(2007)~~.
281 I.A.C. 41.109; 41.404

Cross Reference: 503 Student Discipline
505.5 Graduation Requirements
506 Student Records
507.2 Administration of Medication to Students
507.8 Student Special Health Services
601.1 School Calendar
603 Instructional Curriculum

Approved 08/08/94

Reviewed 05/08/17

Revised 04/11/11

604.6 INSTRUCTION AT A POST-SECONDARY EDUCATIONAL INSTITUTION

~~In accordance with this policy, S~~students in grades nine through twelve may receive academic or ~~career and vocational~~ technical credits that count toward the graduation requirements set out by the board for courses successfully completed in post-secondary educational institutions. ~~The student may receive academic or vocational technical credits through an agreement between a post-secondary educational institution or with the board's approval on a case-by-case basis.~~Students and parents or guardians shall be made aware of the post-secondary instructional opportunities as part of the development of each student's individual career and academic plan as required by law. The Superintendent or designee is responsible for developing the appropriate forms and procedures for implementing this policy and following post-secondary educational opportunities:

~~Students in grades nine through twelve who successfully complete courses in post-secondary educational institutions under an agreement between the school district and the post-secondary educational institution will receive academic and vocational technical credits in accordance with the agreement.~~

~~Students who have completed the eleventh grade but who have not completed the graduation requirements set out by the board may take up to seven semester hours of credit at a post-secondary educational institution during the summer months when school is not in session if the student pays for the courses. Upon successful completion of these summer courses, the students will receive academic or vocational technical credit toward the graduation requirements set out by the board. Successful completion of the course is determined by the post-secondary educational institution. The board will have complete discretion to determine the academic credit to be awarded to the student for the summer courses.~~

~~The following factors are considered in the board's determination of whether a student will receive academic or vocational technical credit toward the graduation requirements set out by the board for a course at a post-secondary educational institution:~~

- ~~the course is taken from a public or accredited private post-secondary educational institution;~~
- ~~a comparable course is not offered in the school district. A comparable course is one in which the subject matter or the purposes and objectives of the course are similar, in the judgment of the board, to a course offered in the school district;~~
- ~~the course is in the discipline areas of mathematics, science, social sciences, humanities, vocational-technical education, or a course offered in the community college career options program;~~
- ~~the course is a credit-bearing course that leads to a degree;~~
- ~~the course is not religious or sectarian; and~~
- ~~the course meets any other requirements set out by the board.~~

~~Students in grades eleven and twelve who take courses, other than courses taken under an agreement between the school district and the post-secondary educational institution, are responsible for transportation without reimbursement to and from the location where the course is being offered.~~

~~Ninth and tenth grade talented and gifted students and all students in grades eleven and twelve will be reimbursed for tuition and other costs directly related to the course up to \$250. Students who take courses during the summer months when school is not in session are responsible for the costs of attendance for the courses.~~

~~Students who fail the course and fail to receive credit will reimburse the school district for all costs directly related to the course. Prior to registering for the course, students under age eighteen will have a parent sign a form indicating that the parent is responsible for the costs of the course should the student fail the course and fail to receive credit for the course. Students who fail the course and fail to receive credit for the course for reasons beyond their control, including, but not limited to, the student's incapacity, death in the family or a move to another district, may not be responsible for the costs of the course. The school board may waive reimbursement of costs to the school district for the previously listed reasons. Students dissatisfied with a school board's decision~~

Commented [NK15]: Volume 29 #1 – November 3, 2020
The restriction against students enrolling for more than 28 credit hours at a PSEI was eliminated in House File 2629 during this past legislative session. The restriction language has been removed from this sample policy.

~~may appeal to the AEA for a waiver of reimbursement.~~

~~The superintendent is responsible for annually notifying students and parents of the opportunity to take courses at post-secondary educational institutions in accordance with this policy. The superintendent will also be responsible for developing the appropriate forms and procedures for implementing this policy.~~

Concurrent Enrollment

~~The board may, in its discretion, enter into a contractual agreement with a community college to provide courses for eligible students in grades nine through twelve when comparable courses are not offered by the school district. Notice of the availability of the concurrent enrollment program shall be included in the school district's registration handbook, and the handbook shall identify which courses, if successfully completed, generate post-secondary credit. Students shall not be charged tuition for concurrent enrollment courses and shall not be required to reimburse the school district for tuition if they do not successfully complete a course. Students or their parents or guardians may be required to pay a fee consistent with the school district's established textbook policy and other materials for the concurrent enrollment course to the extent permitted by law. Students or their parents or guardians may also be required to provide their own transportation to and from concurrent enrollment courses to the extent permitted by law. However, transportation shall be the responsibility of the school district for any contracted course that is used to meet school district accreditation requirements.~~

~~Students who successfully complete a concurrent enrollment course, as determined by the postsecondary institution, shall receive postsecondary credit in accordance with the institution's policies and high school credit that will be reflected on their high school transcript. The Superintendent or designee shall grant to a student who successfully completes a concurrent enrollment course a unit of high school graduation credit for every unit of high school level instruction successfully completed.~~

Post-Secondary Enrollment Option

~~Ninth and tenth grade students who have been identified by the school district as gifted and talented, and eligible eleventh and twelfth grade students, may utilize the Post-Secondary Enrollment Option ("PSEO") program. To qualify, a course must be a nonsectarian, credit-bearing course that leads to a degree, and in the areas of: mathematics, science, social sciences, humanities, career and technical education. A course is not eligible for PSEO if a comparable course is offered by the school district. In addition, courses at a community college with which the district has a concurrent enrollment agreement are not eligible for PSEO. Students shall not be charged for tuition, textbooks, materials, or fees related to a PSEO course with the exception of equipment that becomes the property of the student.~~

~~The school district shall reimburse the post-secondary institution for tuition and other expenses for each PSEO course up to \$250. Students who successfully complete a PSEO course, as determined by the postsecondary institution, shall receive postsecondary credit and high school credit. The Superintendent or designee shall grant to a student who successfully completes a PSEO course a unit of high school graduation credit for every unit of high school level instruction successfully completed.~~

~~Transportation to and from the postsecondary institution is the responsibility of the student or parent or legal guardian of the student enrolled in a PSEO course. Eligible students may take up to seven hours of post-secondary credit during the summer months and receive high school credit upon successful completion of a post-secondary course. However, the student or student's parent or legal guardian are responsible for all costs associated with courses taken during the summer.~~

~~Students who fail a PSEO course and fail to receive credit are required to reimburse the school district for all costs directly related to the course up to the \$250.00 reimbursement maximum. Prior to registering, students under the age of eighteen are required to have a parent or guardian sign a form indicating that the parent is responsible for the costs of the course should the student fail the course and fail to receive credit. Reimbursement waivers may be granted by the board if sufficient verification is provided to show that the student was unable to~~

complete the course for reasons outside the student's control, including but not limited to physical incapacity, a death in the student's immediate family, or a move out of the school district.

If a student is unable to demonstrate proficiency or the school district or accredited nonpublic school determines that the course unit completed by the student does not meet the school district's standards, the superintendent shall provide in writing to the student's parent or guardian the reason for the denial of credit.

Legal Reference: Iowa Code §§ 256.~~7, 11, 11A~~; ~~285~~; 261~~CE~~; 279.~~861~~; 280.3, ~~280.14 (2009)~~.
281 I.A.C. 12.~~and~~ 22.

Cross Reference: 505 Student Scholastic Achievement
604.3 Program for Talented and Gifted Students
604.4 ~~Program for At Risk Students~~

Approved 08/08/94

Reviewed 05/08/17

Revised 04/11/11

701.5 FINANCIAL RECORDS

Financial records of the school district are maintained in accordance with generally accepted accounting principles (GAAP) as required or modified by law. School district monies are received and expended from the appropriate fund and/or account. The funds and accounts of the school district will include, but not be limited to:

Governmental fund type:

- General fund
- Special revenue fund
 - Management Levy fund
 - Public Education and Recreation Levy fund (PERL)
 - Student activity fund
- Capital projects fund
 - Physical Plant and Equipment Levy fund (PPEL)
 - Secure an Advanced Vision for Education (SAVE)
- Debt service fund

Proprietary fund type:

- Enterprise fund
 - School nutrition fund
 - Child care fund
- Internal service fund

Fiduciary funds:

- Trust
 - Expendable trust funds
 - Nonexpendable trust funds
 - Pension trust funds
- AgencyCustodial Funds

Account groups:

- General capital assets account group
- General long-term debt account group

Commented [NK16]: Volume 29 #1 – November 3, 2020
This policy language has been updated due to a legislative update in the name of a fund type. After passage this past legislative session of Senate File 2082, agency funds are now referred to as custodial funds, and this policy has been updated to reflect that change.

The general fund is used primarily for the education program. Special revenue funds are used to account for monies restricted to a specific use by law. Capital projects funds are used to account for financial resources to acquire or construct major capital facilities (other than those of proprietary funds and trust funds) and to account for revenues from SAVE. A debt service fund is used to account for the accumulation of resources for, and the payment of, general long-term debt principal and interest. Proprietary funds account for operations of the school district operated similar to private business, or they account for the costs of providing goods and services provided by one department to other departments on a cost reimbursement basis. Fiduciary funds are used to account for monies or assets held by the school district on behalf of, or in trust for, another entity. The account groups are the accounting records for capital assets and long-term debt.

The board may establish other funds in accordance with generally accepted accounting principles and may certify other taxes to be levied for the funds as provided by state law. The status of each fund must be included in the annual report.

Code No. 701.5
Page 2 of 2

It is the responsibility of the superintendent to implement this policy and bring necessary changes in the maintenance of the school district's financial records to the attention of the board.

NOTE: The list of funds above does not include the "Library levy fund," which is only available to one school district. The school district eligible to levy the library levy must add this fund to its policy.

NOTE: For additional information about school district fund structure, please see Chapter 9 of the "Uniform Administrative Procedures for Iowa School District and AEA Officials," located on the "Uniform Administrative Procedures Manual" section of the Iowa Department of Education's website.

Legal Reference: Iowa Code §§ 291; 298; 298A.
281 I.A.C. 98

Cross Reference: 704 Revenue
705 Expenditures

Approved 08/08/94

Reviewed 7/13/20

Revised 7/13/20

Retirement Incentive Plan

Eligible staff members must be at least age **55 or older**, have been **continuously employed** by the district for at least **ten (10) years**, and cannot be on Tier III Awareness or Tier III Improvement Plan (Teacher) or improvement plan (Support Staff).

Eligible Licensed Staff (teachers, principals, supervisors) will receive a total of \$16,000.00 over a two-year period. There will be two payments of \$8,000.00 made once a year in January using a **Special Pay Plan**. Payments will be made in January of 2022 and January of 2023. The District will pay for a single insurance policy for up to 4 years.

Eligible Support Staff will receive a total of \$10,000.00 over a two-year period. There will be two payments of \$5,000.00 made once a year in January using a **Special Pay Plan**. Payments will be made in January of 2022 and January of 2023. The District will pay for a single insurance policy for up to 4 years.

A maximum of **ten employees** will receive the incentive.

Application for retirement will be considered made when the employee states in writing to the superintendent, no later February 12. The **letter must state the employee's desire to retire** and be **witnessed by another party other than the principal or the superintendent**. Applications made after the date set by the board for the return of the employee's contract to the board may be considered by the board if special circumstances exist. It is within the **discretion of the board** to determine whether special circumstances exist.

Board action to approve a licensed employee's application for the retirement incentive is **final** and such action constitutes nonrenewal of the employee's contract for the next school year. This includes extra duty contracts.

Employees who retire under this policy may qualify for retirement benefits through the Iowa Public Employees Retirement System. It is the responsibility of the employee to work directly with the Iowa Public Employees Retirement System to determine eligibility for these benefits. The District is not responsible for determining eligibility.

Employees and their spouse and dependents are **allowed to continue coverage in the school district's group health insurance program** at their **own expense** by meeting the requirements of the insurer.

The **application and resignation letter** must be received at the Administration Building **no later than February 12, 2021**. It should be noted the Board does not intend to use the retirement incentive option for a number of years. However, such retirement incentives will be used at the discretion of the Board when it is deemed in the best interest of the district.

What is a Special Pay Plan?

The [Special Pay Plan](#) is designed to handle special forms of compensation in a tax-advantaged manner. This can include retirement incentives. There are some benefits to the employer and the employee that are further described in the attached document that is also linked [here](#).

The Employer obtains the intangible benefits of providing a valuable new tax-deferral program to Employees. Further, the Employer permanently saves the 7.65% FICA taxes (Social Security and Medicare) on contributions (subject to annual limits). The Employee's contributions are made on a pre-tax basis. The Employee also saves the 7.65% FICA taxes (Social Security and Medicare). Please refer to the attached document for more information on the [Special Pay Plan](#).

Retirement Incentive Acknowledgement Form

The undersigned employee is applying for early retirement pursuant to board policy 407.4, Licensed Employee Early Retirement.

(Full Legal Name of Licensed Employee)

(Social Security Number)

(Current Job Title)

(Date of Birth)

(Years of Service)

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

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

The undersigned employee acknowledges that Licensed Staff (teachers, principals, and supervisors) will receive a total of \$16,000.00 over a two-year period. There will be two payments of \$8,000.00 made once a year in January using a [Special Pay Plan](#). Payments will be made in January of 2022 and January of 2023.

The undersigned employee acknowledges that eligible Support Staff will receive a total of \$10,000.00 over a two-year period. There will be two payments of \$5,000.00 made once a year in January using a [Special Pay Plan](#). Payments will be made in January of 2022 and January of 2023.

The undersigned employee acknowledges that the school district recommends that the licensed employee contact legal counsel and the employee's own personal accountant regarding participation in the early retirement plan. It is also recommended that the undersigned employee directly contacts IPERS for information related to their eligibility for benefits under the IPERS plan. The district is not able to consult in these areas.

Should the undersigned employee die prior to full payment of an early retirement benefit, the undersigned employee designates either the following individual as beneficiary or the undersigned employee's estate. The undersigned employee will need to designate this beneficiary when establishing a [special pay account](#) also to make it a valid designated beneficiary.

Beneficiary

_____ Estate

Beneficiary

Beneficiary Address

Licensed Employee

Date

Witness

Date

Bank Iowa

8000115722

Account Purpose: Non Consumer

Account Holder Name(s): SHENANDOAH COMMUNITY SCHOOLS
 GENERAL FUND SAVINGS

Reporting SSN/TIN: 42-6038087

Mailing Address: 304 W NISHNA RD, SHENANDOAH, IA 51601

Street Address: 304 W NISHNA RD, SHENANDOAH, IA 51601

Telephone Number: (712) 246-1581 Work #: (712) 246-1581

Number of Signatures Required: 1 CIF Number: 8953

ACCOUNT TYPE GSCM Money Market		ACCOUNT NUMBER 8000115722	
Date Opened 01-14-21	Date Revised 02-01-21	Opened By AMAHER	Verified By FIS ChexSystems

OWNERSHIP TYPE Government/Municipal/Public Funds (Not For Profit)

Signatures of Authorized Individuals. This Agreement is subject to all terms below.	
<p>X ADAM JON VAN DER VLIET, Agent of SHENANDOAH COMMUNITY SCHOOLS</p>	<p>X JEAN FICHTER, Agent of SHENANDOAH COMMUNITY SCHOOLS</p>
<p>X KERRI L NELSON, Agent of SHENANDOAH COMMUNITY SCHOOLS</p>	<p>X LISA K HOLMES, Agent of SHENANDOAH COMMUNITY SCHOOLS</p>
(Signatures and printed names of each account signer)	

The Authorized Individual(s) signing above agree(s), that the Account Holder's Account(s) will be governed by the terms set forth in the Deposit Account Agreement and Disclosure, the Time Certificate of Deposit or Confirmation of Time Deposit Agreement (if applicable), the Rate and Fee Schedule, the Funds Availability Policy Disclosure, the Substitute Check Policy Disclosure, the Electronic Funds Transfer Agreement and Disclosure, (if applicable), acknowledge receipt of our privacy policy (if applicable), as amended by the Financial Institution from time to time, and such other authorization documents provided to the Financial Institution from time to time. This signature card supersedes any previous card(s) for the account(s) listed herein. The Authorized Individual(s) also acknowledge that they have received at least one copy of these deposit account documents. The Authorized Individual(s) represent(s) that they hold the position(s) indicated above and they are authorized to enter into this Agreement on behalf of the Account Holder.

GOVERNMENT / MUNICIPAL / PUBLIC FUNDS BANKING RESOLUTION

(for Deposit Accounts)

Depositor: SHENANDOAH COMMUNITY SCHOOLS
304 W NISHNA RD
SHENANDOAH, IA 51601

Financial Institution: Bank Iowa
Bank Iowa Shenandoah
701 W Sheridan Ave
Shenandoah, IA 51601

Account No: 8000115722

I, the undersigned Official of the Government, Municipal or Public Entity ("Entity") named above, HEREBY CERTIFY that the Entity is organized, exists and is duly authorized to transact business under the laws of the state or jurisdiction where it is located.

ACCOUNT HOLDER. SHENANDOAH COMMUNITY SCHOOLS is the complete and correct name of the Account Holder.

I FURTHER CERTIFY that at a meeting of the governing body of the Entity, duly and regularly called and held on _____, the following resolutions were adopted:

RESOLVED, that the Financial Institution named above at any one or more of its offices or branches, be and it hereby is designated as a depository for the funds of this Entity, which may be withdrawn on checks, drafts, advices of debit, notes or other orders for the payment of monies bearing the following appropriate number of signatures: Any one (1) of the following named officers or employees of this Entity ("Agents"), whose actual signatures are shown below:

X

ADAM JON VAN DER VLIET, Designated Agent of
SHENANDOAH COMMUNITY SCHOOLS

X

JEAN FICHTER, Designated Agent of SHENANDOAH
COMMUNITY SCHOOLS

X

KERRI L NELSON, Designated Agent of
SHENANDOAH COMMUNITY SCHOOLS

X

LISA K HOLMES, Designated Agent of SHENANDOAH
COMMUNITY SCHOOLS

and that the Financial Institution shall be and is authorized to honor and pay the same whether or not they are payable to bearer or to the individual order of any Agent or Agents signing the same.

FURTHER RESOLVED, that the Financial Institution is hereby directed to accept and pay without further inquiry any item drawn against any of the Entity's accounts with the Financial Institution bearing the signature or signatures of Agents, as authorized above or otherwise, even though drawn or endorsed to the order of any Agent signing or tendered by such Agent for cashing or in payment of the individual obligation of such Agent or for deposit to the Agent's personal account, and the Financial Institution shall not be required or be under any obligation to inquire as to the circumstances of the issue or use of any item signed in accordance with the resolutions contained herein, or the application or disposition of such item or the proceeds of the item.

FURTHER RESOLVED, that any one of such Agents is authorized to endorse all checks, drafts, notes and other items payable to or owned by this Entity for deposit with the Financial Institution, or for collection or discount by the Financial Institution; and to accept drafts and other items payable at the Financial Institution.

FURTHER RESOLVED, that the above named agents are authorized and empowered to execute such other agreements, including, but not limited to, special depository agreements and arrangements regarding the manner, conditions, or purposes for which funds, checks, or items of the Entity may be deposited, collected, or withdrawn and to perform such other acts as they deem reasonably necessary to carry out the provisions of these resolutions. The other agreements and other acts may not be contrary to the provisions contained in this Resolution.

FURTHER RESOLVED, that the authority hereby conferred upon the above named Agents shall be and remain in full force and effect until written notice of any amendment or revocation thereof shall have been delivered to and received by the Financial Institution at each location where an account is maintained. Financial Institution shall be indemnified and held harmless from any loss suffered or any liability incurred by it in continuing to act in accordance with this resolution. Any such notice shall not affect any items in process at the time notice is given.

I FURTHER CERTIFY that the persons named above occupy the positions set forth opposite their respective names and signatures; that the foregoing Resolutions now stand of record on the books of the Entity; that they are in full force and effect and have not been modified in any manner whatsoever.

Bank Iowa

8000115719

Account Purpose: Non Consumer

Account Holder Name(s): SHENANDOAH COMMUNITY SCHOOLS
 GENERAL FUND CHECKING
 Reporting SSN/TIN: 42-6038087
 Mailing Address: 304 W NISHNA RD, SHENANDOAH, IA 51601
 Street Address: 304 W NISHNA RD, SHENANDOAH, IA 51601
 Telephone Number: (712) 246-1581 Work #: (712) 246-1581
 Number of Signatures Required: 1 CIF Number: 8953

ACCOUNT TYPE GSCM Interest Checking		ACCOUNT NUMBER 8000115719	
Date Opened 01-14-21	Date Revised 01-29-21	Opened By AMAHER	Verified By FIS ChexSystems

OWNERSHIP TYPE Government/Municipal/Public Funds (Not For Profit)

Signatures of Authorized Individuals. This Agreement is subject to all terms below.	
<p>X ADAM JON VAN DER VLIET, Agent of SHENANDOAH COMMUNITY SCHOOLS</p>	<p>X JEAN FICHTER, Agent of SHENANDOAH COMMUNITY SCHOOLS</p>
<p>X KERRI L NELSON, Agent of SHENANDOAH COMMUNITY SCHOOLS</p>	<p>X LISA K HOLMES, Agent of SHENANDOAH COMMUNITY SCHOOLS</p>
(Signatures and printed names of each account signer)	

The Authorized Individual(s) signing above agree(s), that the Account Holder's Account(s) will be governed by the terms set forth in the Deposit Account Agreement and Disclosure, the Time Certificate of Deposit or Confirmation of Time Deposit Agreement (if applicable), the Rate and Fee Schedule, the Funds Availability Policy Disclosure, the Substitute Check Policy Disclosure, the Electronic Funds Transfer Agreement and Disclosure, (if applicable), acknowledge receipt of our privacy policy (if applicable), as amended by the Financial Institution from time to time, and such other authorization documents provided to the Financial Institution from time to time. This signature card supersedes any previous card(s) for the account(s) listed herein. The Authorized Individual(s) also acknowledge that they have received at least one copy of these deposit account documents. The Authorized Individual(s) represent(s) that they hold the position(s) indicated above and they are authorized to enter into this Agreement on behalf of the Account Holder.

GOVERNMENT / MUNICIPAL / PUBLIC FUNDS BANKING RESOLUTION

(for Deposit Accounts)

Depositor: SHENANDOAH COMMUNITY SCHOOLS
304 W NISHNA RD
SHENANDOAH, IA 51601

Financial Institution: Bank Iowa
Bank Iowa Shenandoah
701 W Sheridan Ave
Shenandoah, IA 51601

Account No: 8000115719

I, the undersigned Official of the Government, Municipal or Public Entity ("Entity") named above, HEREBY CERTIFY that the Entity is organized, exists and is duly authorized to transact business under the laws of the state or jurisdiction where it is located.

ACCOUNT HOLDER. SHENANDOAH COMMUNITY SCHOOLS is the complete and correct name of the Account Holder.

I FURTHER CERTIFY that at a meeting of the governing body of the Entity, duly and regularly called and held on _____, the following resolutions were adopted:

RESOLVED, that the Financial Institution named above at any one or more of its offices or branches, be and it hereby is designated as a depository for the funds of this Entity, which may be withdrawn on checks, drafts, advices of debit, notes or other orders for the payment of monies bearing the following appropriate number of signatures: Any one (1) of the following named officers or employees of this Entity ("Agents"), whose actual signatures are shown below:

X

ADAM JON VAN DER VLIET, Designated Agent of
SHENANDOAH COMMUNITY SCHOOLS

X

JEAN FICHTER, Designated Agent of SHENANDOAH
COMMUNITY SCHOOLS

X

KERRI L NELSON, Designated Agent of
SHENANDOAH COMMUNITY SCHOOLS

X

LISA K HOLMES, Designated Agent of SHENANDOAH
COMMUNITY SCHOOLS

and that the Financial Institution shall be and is authorized to honor and pay the same whether or not they are payable to bearer or to the individual order of any Agent or Agents signing the same.

FURTHER RESOLVED, that the Financial Institution is hereby directed to accept and pay without further inquiry any item drawn against any of the Entity's accounts with the Financial Institution bearing the signature or signatures of Agents, as authorized above or otherwise, even though drawn or endorsed to the order of any Agent signing or tendered by such Agent for cashing or in payment of the individual obligation of such Agent or for deposit to the Agent's personal account, and the Financial Institution shall not be required or be under any obligation to inquire as to the circumstances of the issue or use of any item signed in accordance with the resolutions contained herein, or the application or disposition of such item or the proceeds of the item.

FURTHER RESOLVED, that any one of such Agents is authorized to endorse all checks, drafts, notes and other items payable to or owned by this Entity for deposit with the Financial Institution, or for collection or discount by the Financial Institution; and to accept drafts and other items payable at the Financial Institution.

FURTHER RESOLVED, that the above named agents are authorized and empowered to execute such other agreements, including, but not limited to, special depository agreements and arrangements regarding the manner, conditions, or purposes for which funds, checks, or items of the Entity may be deposited, collected, or withdrawn and to perform such other acts as they deem reasonably necessary to carry out the provisions of these resolutions. The other agreements and other acts may not be contrary to the provisions contained in this Resolution.

FURTHER RESOLVED, that the authority hereby conferred upon the above named Agents shall be and remain in full force and effect until written notice of any amendment or revocation thereof shall have been delivered to and received by the Financial Institution at each location where an account is maintained. Financial Institution shall be indemnified and held harmless from any loss suffered or any liability incurred by it in continuing to act in accordance with this resolution. Any such notice shall not affect any items in process at the time notice is given.

I FURTHER CERTIFY that the persons named above occupy the positions set forth opposite their respective names and signatures; that the foregoing Resolutions now stand of record on the books of the Entity; that they are in full force and effect and have not been modified in any manner whatsoever.

GOVERNMENT / MUNICIPAL / PUBLIC FUNDS BANKING RESOLUTION (for Deposit Accounts)
(Continued)

IN TESTIMONY WHEREOF, I have hereunto set my hand on _____, 2021 and attest that the signatures set opposite the names listed above are their genuine signatures.

CERTIFIED TO AND ATTESTED BY:

CORPORATE

SEAL

X _____
*Official

X _____
Co-Official

*NOTE: In case the Official is designated by the foregoing resolutions as one of the signing agents, this certificate should also be signed by a second Official of the Entity.

COMPANY INFORMATION AND STATEMENT

Company: SHENANDOAH COMMUNITY SCHOOLS
Hereafter referred to as "Company"

Tax Payer ID: 42-6038087

Approved Exposure Limit(s): Schedule [G]

Approved SEC (Standard Entry Class) Code(s):

- CCD (Transfer of funds to or from non-consumer entities such as payments or accounts payable)
- PPD (Transfer of funds to or from a consumer such as payroll or utility payments)

This Agreement is made this 29th day of JANUARY, 2021, by and between the Company and **Bank Iowa** (hereafter referred to as "*Financial Institution*").

RECITALS

A. Company wishes to initiate Entries pursuant to the terms of this Agreement and the NACHA Operating Rules and Guidelines (The Rules), and Financial Institution is willing to act as an Originating Depository Financial Institution (ODFI) with respect to such Entries. The Company may only initiate transactions as provided in Section 33.

B. Unless otherwise defined herein, capitalized terms shall have the meanings provided in The Rules. The term "Entries" shall have the meaning provided in The Rules and shall also mean the data received from the Company hereunder from which the Financial Institution prepares Entries.

C. The Financial Institution's policies governing ACH transactions adopted by its Board of Directors provide that transactions identified with the following SEC codes may not be processed by the Financial Institution because they do not comply with these policies:

- BOC (Back Office Conversion)
- IAT (International ACH Transaction)
- TEL (Telephone Initiated Entry)
- WEB (Internet/Mobile Device Initiated Entry)

The Company agrees that it will not process the SEC codes listed above.

AGREEMENT

1. **NACHA Operating Rules and Guidelines (The Rules).** The Company has access to a copy of The Rules, acknowledges receipt of a copy, or may purchase a copy if they so desire. The Company agrees to comply with and be bound by The Rules. In the event the Company violates any of the applicable Rules and NACHA imposes a fine on the Financial Institution because of the Company's violation, the Financial Institution may charge the full amount of the fine to the Company. The Financial Institution agrees to inform the Company of revisions to The Rules of which the Financial Institution has knowledge via Annual Educational Updates sent to the Company in accordance with the provisions of Section 21(b).
2. **U.S. Law.** It shall be the responsibility of the Company to ensure origination of ACH transactions complies with U.S. law. This includes, but is not limited to, sanctions imposed by the Office of Foreign Asset Control.
3. **Governing Law.** This Agreement shall be construed in accordance with and governed by the laws of the State of Iowa.
4. **Security Procedures.**
 - (a) The Company and the Financial Institution shall comply with the security procedure requirements described in the attached Schedule [A] with respect to Entries transmitted by the Company to the Financial Institution. The Company acknowledges that the purpose of such security procedures is to verify authenticity and not to detect an error in the transmission or content of an Entry. No security procedures have been agreed upon between the Financial Institution and the Company for the detection of any such error.
 - (b) The Company is strictly responsible for establishing and maintaining commercially reasonable security measures to safeguard against unauthorized transmissions, network infections, and breaches of Protected Information (i.e. non-public consumer data). The Company warrants that such measures will include, but not be limited to, security technology (e.g. secure web-servers) that provides a minimum level of security equivalent to 128-bit RC4 encryption technology for the Entry and transmission of Entries over the Internet, and network security to safeguard account information and access from unauthorized parties. Schedule [A] outlines additional requirements.

Additionally, the Company warrants that no individual will be allowed to initiate transfers in the absence of proper supervision and safeguards, and agrees to take reasonable steps to maintain the confidentiality of security procedures and any passwords, codes, security devices and related instructions provided by the Financial Institution in connection with the security procedures detailed in Schedule [A]. If the Company suspects that any such information or instructions are accessed by unauthorized persons, the Company will notify the Financial Institution immediately.

The occurrence of unauthorized access will not affect any transfers made in good faith by the Financial Institution prior to receipt of notification and within a reasonable time period to prevent unauthorized transfers.

5. **Authorizations.** The Company will retain (using commercially reasonable practices in accordance with industry standards) all Receivers' authorization documentation for a period of two (2) years after the effective date of the last associated originated Entry.
 - (a) At the request of the Financial Institution, the Company will provide a copy of any authorization documentation within five (5) business days after the date of the request.
 - (b) Upon termination of this ACH Origination Agreement, the Company will provide copies of authorization documentation for all Entries originated by the Company for two (2) year period ending on the termination date.
6. **Processing, Transmittal, and Settlement by Financial Institution.**
 - (a) Except as provided in Section 4, the Financial Institution shall (i) process Entries received from the Company to conform with the file specifications set forth in The Rules, (ii) transmit such Entries as an ODFI to The Federal Reserve (the "ACH Operator"), and (iii) settle Entries as provided in The Rules.
 - (b) The Financial Institution shall transmit such Entries to the ACH Operator by the deadline set forth in the attached Schedule [B] (one (1) business day for debit Entries or two business days for credit Entries) prior to the Effective Entry Date shown in such Entries, provided (i) such Entries are received by the Financial Institution's related cut-off time set forth in attached Schedule [B] on a business day, (ii) the Effective Entry Date is at least one (1) business day for debit Entries or two (2) business days for credit Entries after business day on which the Entry is received by the Financial Institution, and (iii) the ACH Operator is open for business on such business day, e.g. excluding Federal Holidays. For purposes of this Agreement, Entries shall be deemed received by the Financial Institution when received by the Financial Institution through electronic file transmission as provided in Schedule [B] and confirmation is completed as provided in Schedule [A].
 - (c) If any of the requirements of clause (i), (ii), or (iii) of Section 6(b) are not met, the Financial Institution shall use reasonable efforts to transmit such Entries to the ACH Operator by the next deposit deadline on which the ACH Operator is open for business.
7. **On-Us Entries.** Except as provided in Section 8, in the case of an Entry received for credit or debit to an account maintained with the Financial Institution (an "On-Us Entry"), the Financial Institution shall credit or debit the Receiver's account in the amount of such Entry on the Effective Entry Date contained in such Entry, provided the requirements set forth in Section 5 are met. If any of those requirements are not met, the Financial Institution shall use reasonable efforts to credit or debit the Receiver's account on the next business day following such Effective Entry Date.

8. Rejection of Entries. The Financial Institution shall reject any Entry which does not comply with the requirements of Section 33 or Section 4, or which contains an Effective Entry Date more than ten (10) business days after the business day such Entry is received by the Financial Institution. The Financial Institution shall have the right to reject an On-Us Entry for any reason for which an Entry may be returned under The Rules. The Financial Institution shall have the right to reject any Entry if the Company has failed to comply with its account balance obligations under Section 13. The Financial Institution shall notify the Company by electronic transmission of such rejection no later than the business day such Entry would otherwise have been transmitted by the Financial Institution to the ACH Operator, or in the case of an On-Us Entry, its Effective Entry Date. The Financial Institution shall have no liability to the Company by reason of the rejection of any such Entry or the fact that such notice is not given at an earlier time than that provided for herein.

In the event that any Entries are rejected by the ACH Operator for any reason, it shall be the responsibility of the Company to remake such Entries. Should the file be rejected due to an error caused by the Financial Institution, the Financial Institution shall be responsible for remaking the file. In such a case, the Company will supply sufficient information, as required in Section 22, to allow the Financial Institution to recreate the Entries for up to five (5) business days after midnight of the settlement date.

9. Cancellation or Amendment by Company. The Company shall have no right to the cancellation or amendment of any Entry after its receipt by the Financial Institution. However, the Financial Institution shall use reasonable efforts to act on a request by the Company for cancellation of an Entry prior to transmitting it to the ACH Operator, or in the case of an On-Us Entry, prior to crediting or debiting a Receiver's account. The Company shall reimburse the Financial Institution for any expenses, losses, or damages the Financial Institution may incur in effecting or attempting to effect the cancellation or amendment of an Entry.

10. Notice of Returned Entries. The Financial Institution shall notify the Company by electronic transmission of the receipt of a returned Entry from the ACH Operator no later than one (1) business day after the business day of such receipt.

11. Notifications of Change. The Financial Institution shall notify Company of all Notifications of Change received by the Financial Institution related to Entries transmitted by the Company by electronic transmission no later than two (2) business days after receipt thereof. The Company shall ensure that changes requested by Notifications of Change for recurring payments are made within six (6) business days of the Company's receipt of the information or prior to initiating another Entry to the Receiver's account, whichever is later.

12. Reinitiating Entries. The Company may not reinitiate Entries except as prescribed by The Rules.

13. Payment by Company for Entries.

- (a) The Company shall pay the Financial Institution the amount of each credit Entry (including On-Us Entries) transmitted by the Financial Institution pursuant to this Agreement at such time on the Settlement Date with respect to such credit Entry as the Financial Institution, at its discretion, may determine.

- (b) The Financial Institution shall pay the Company the amount of each debit Entry (including On-Us Entries) transmitted by the Financial Institution pursuant to this Agreement at such time on the Settlement Date with respect to such debit Entry as the Financial Institution, at its discretion, may determine.

- 14. The Account.** The Financial Institution may, without prior notice or demand, obtain payment of any amount due and payable to it under the Agreement by debiting the account(s) of the Company identified in the attached Schedule [E]. If the settlement account does not have sufficient funds at the time of file submission, the Financial Institution may, without any liability, deny, reject, or process the Entries. If the Entries are processed, the Company is still obligated to pay the Financial Institution for the Entries.

The Financial Institution will settle to the account for any amount received by the Financial Institution by reason of the return of an Entry transmitted by the Financial Institution for which the Financial Institution has previously settled with the Company. Such Entry shall be made as of the business day of receipt by the Financial Institution. The Company shall at all times maintain a balance of available funds in the account sufficient to cover its payment obligations under this Agreement. In the event there are not sufficient available funds in the account to cover the Company's obligations under this Agreement, the Company agrees that the Financial Institution may debit or advance from any account maintained by the Company with the Financial Institution or any affiliate of the Financial Institution or that the Financial Institution may set off against any amount it owes to the Company, in order to obtain payment of the Company's obligations under this Agreement.

Upon request of the Financial Institution, the Company agrees to promptly provide to the Financial Institution information pertaining to the Company's financial condition. The Financial Institution reserves the right to pull a credit report at any time to evaluate the Company's ongoing financial condition.

- 15. Account Reconciliation and Periodic Statement.** The periodic statement issued by the Financial Institution for the Company's account will reflect Entries credited and debited to the Company's account. The Company agrees to notify the Financial Institution promptly of any discrepancy between the Company's records and the information shown on any such periodic statement. If the Company fails to notify the Financial Institution within ten (10) business days of receipt of a periodic statement, the Company agrees that the Financial Institution shall not be liable for any other losses resulting from the Company's failure to give such notice, including any loss of interest or any interest equivalent with respect to an Entry shown on such periodic statement. If the Company fails to notify the Financial

Institution within ten (10) business days of receipt of a periodic statement, the Company shall be precluded from asserting such discrepancy against the Financial Institution.

16. Company Representations and Agreements; Indemnity. The Company agrees that (a) each person shown as the Receiver on an Entry received by the Financial Institution from the Company has authorized the initiation of such Entry and the crediting of its account in the amount and on the Effective Entry Date shown on such Entry, (b) such authorization is operative at the time of transmittal or crediting by the Financial Institution as provided herein, (c) Entries transmitted to the Financial Institution by the Company are limited to those types of Entries set forth in this Agreement, (d) the Company shall perform its obligations under this Agreement in accordance with all applicable laws and regulations, and (e) the Company shall be bound by and comply with The Rules as in effect from time to time, including without limitation the provision thereof making payment of an Entry by the Receiving Depository Financial Institution to the Receiver provisional until receipt by the Receiving Depository Financial Institution of final settlement for such Entry; and specifically acknowledges that if such settlement is not received, the Receiving Depository Financial Institution shall be entitled to a refund from the Receiver of the amount credited and the Company shall not be deemed to have paid the Receiver. The Company shall indemnify the Financial Institution against any loss, liability, or expense (including attorneys' fees and expenses) resulting from any breach of any of the foregoing agreements.

17. Financial Institution Responsibilities; Liability; Limitations on Liability; Indemnity.

(a) The Financial Institution shall be responsible only for performing the services expressly provided for in this Agreement, and shall be liable only for its negligence in performing those services. The Financial Institution shall not be responsible for the Company's acts or omissions (including without limitation to the amount, accuracy, timeliness of transmittal, or due authorization of any Entry received from the Company) or those of any other person, including without limitation to any Federal Reserve Bank or transmission or communications facility, any Receiver or Receiving Depository Financial Institution (including without limitation to the return of an Entry by such Receiver or Receiving Depository Financial Institutions), and no such person shall be deemed the Financial Institution's agent. The Company agrees to indemnify the Financial Institution against any loss, liability, or expense (including attorneys' fees and expenses) resulting from any claim of any person that the Financial Institution is responsible for, any act of omission by the Company, or any other person described in this Section.

(b) The Financial Institution shall only be liable for the Company's actual damages due to claims arising solely from the Financial Institution's obligations to the Company with respect to Entries transmitted pursuant to this Agreement. In no event shall the Financial Institution be liable for any consequential, special, punitive or indirect loss or damage that the Company may incur or suffer in connection with this Agreement, including losses or damage from subsequent wrongful dishonor resulting from the Financial Institution's acts or omissions pursuant to this Agreement.

- (c) The Financial Institution shall be excused from failing to act or delay in acting if such failure or delay is caused by legal constraint, interruption of transmission, communication facilities, equipment failure, war, emergency conditions or other circumstances beyond the Financial Institution's control. In addition, the Financial Institution shall be excused from failing to transmit or delay in transmitting an Entry if such transmittal would result in Financial Institution having exceeded any limitation upon its intra-day net funds position established pursuant to Federal Reserve guidelines or if the Financial Institution reasonably believes it would violate any provision of any risk control program of the Federal Reserve or any rule or regulation of any other U.S. governmental regulatory authority.
- (d) The Financial Institution's liability for loss of interest resulting from its error or delay shall be calculated by using a rate equal to the average Federal Funds Rate at the Federal Reserve Bank of New York for the period involved. At the Financial Institution's option, payment of such interest may be made by crediting the Account.

18. Compliance with Security Procedures.

- (a) If an Entry (or a request for cancellation or amendment of an Entry) received by the Financial Institution purports to have been transmitted or authorized by the Company, it will be deemed effective as the Company's Entry (or request) and the Company shall be obligated to pay the Financial Institution the amount of such Entry (or request) even though the Entry (or request) was not authorized by the Company, whether or not the Financial Institution acted in compliance with the security procedure referenced in Schedule [A]. If signature comparison is to be used as a part of that security procedure, the Financial Institution shall be deemed to have complied with that part of such procedure if it compares the signature accompanying a file of Entries (or request) with the signature of an Authorized User of the Company and, on the basis of such comparison, believes the signature to be that of such Authorized User.

19. Inconsistency of Name and Account Number. The Company acknowledges and agrees that, if an Entry describes the Receiver inconsistently by name and account number, payment of the Entry transmitted to the Receiving Depository Financial Institution might be made by the Receiving Depository Financial Institution (or by the Financial Institution in the case of an On-Us Entry) on the basis of the account number even if it identifies a person different from the named Receiver, and that the Company's obligation to pay the amount of the Entry to the Financial Institution is not excused in such circumstances.

20. Payment for Services. The Company shall pay the Financial Institution the charges for the services provided for herein set forth in Schedule [F]. The Financial Institution shall provide the Company written notification of changes in fees and services thirty (30) calendar days prior to such changes going into effect. Such charges do not include, and the Company shall be responsible for payment of any sales, use, excise, value-added, utility or other similar taxes relating to the services provided for herein, and any fees or charges provided for in this Agreement between the Financial Institution and the Company *with* respect to the

Account. The Financial Institution reserves the right to adjust the Cash Management Fee Schedule based on the Company's activity levels and lending relationship.

21. Amendments. From time to time the Financial Institution may amend any of the terms and conditions contained in this Agreement, including without limitation, any cut-off time, any business day and any part of the Schedules attached hereto. Such amendments shall become effective upon receipt of notice by the Company or such later date as may be stated in the Financial Institution's notice to the Company.

22. Notices and Instructions.

- (a) Except as otherwise expressly provided herein, the Financial Institution shall not be required to act upon any notice or instruction received from the Company or any other person, or to provide any notice or advice to the Company or any other person with respect to any matter.
- (b) The Financial Institution shall be entitled to rely on any written notice or other written communication believed by it in good faith to be genuine and to have been signed by an Authorized User, and any such communication shall be deemed to have been signed by such person. The names and signatures of Authorized Users are set forth in Schedule [D] attached hereto. The Company will be responsible for making additions to or deletions from its Authorized User(s) via online banking in accordance with the Security Procedures in Schedule [A]. As an alternative, written notice to the Financial Institution signed by at least two Authorized Users other than that being added or deleted. Such notice shall be effective on the 2nd business day following the day of the Financial Institution's receipt.
- (c) Except as otherwise expressly provided herein, any written Agreement shall be securely delivered, or sent to the following email address is substituted by notice delivered or sent as provided herein. Except as otherwise expressly provided herein, any such notice shall be deemed given when received by:

Attention: SHERRI RUZEK

Email Address: ruzeks@shenandoah.k12.ia.us

23. Data Retention. The Company shall retain data on file adequate to permit remaking of Entries for five (5) business days following the date of the transmittal by the Financial Institution as provided here, and shall provide such data to the Financial Institution upon its request.

24. Third Party Service Providers. The Company may enter into contract with and assume full liability for any action made by any accounting entity used by the Company at its discretion to initiate Entries on its behalf. The Company will notify the Financial Institution of the use of any Third Party Service Provider. The Financial Institution requires the Company assign

and maintain a separate Authorized User for the Third Party Service Provider and the Company will be responsible for obtaining ACH Transmittal and Security Procedures from the Third Party Service Provider in accordance the Company's agreement to Schedule [A].

25. **Reversing Entries.** The Company shall notify the Receiver that a reversing Entry has been transmitted to the Receiver's account no later than the Settlement Date of the reversing Entry. This notification may be made by the Company's method of choice (fax, telephone, etc.).
26. **Audit.** The Financial Institution has the right to audit the Company's compliance with The Rules, U.S. law and Financial Institution policies.
27. **Termination.** The Financial Institution reserves the right to suspend or terminate this Agreement for breach of any of The Rules or other violation of this Agreement in a manner that permits the Financial Institution to comply with The Rules. Termination is effective immediately upon written notice of such termination to the Company. Any termination of this Agreement shall not affect any of the Financial Institution's rights or the Company's obligations with respect to Entries transmitted prior to such termination, or the payment obligations of the Company with respect to services performed by the Financial Institution prior to termination. The Company may terminate this Agreement with thirty (30) calendar days' notice. Such termination shall be effective on the 31st business day following the day of the Financial Institution's receipt of written notice of such termination or such later date as is specified in that notice.
28. **Cooperation in Loss Recovery Efforts.** In the event of any damages for which the Financial Institution or the Company may be liable to each other or to any third-party pursuant to the services provided under this Agreement, the Financial Institution and the Company will undertake reasonable efforts to cooperate with each other, as permitted by applicable law, in performing loss recovery efforts and in connection with any actions that the relevant party may be obligated to defend or elects to pursue against any third-party.
29. **Entire Agreement.** This Agreement, including the Schedules attached hereto, together with the Account Agreement, is the complete and exclusive statement of the Agreement between the Financial Institution and the Company with respect to the subject matter hereof and supersedes any prior Agreement(s) between the Financial Institution and Company with respect to such subject matter. In the event of any inconsistency between the terms of this Agreement and the Account Agreement, the terms of this Agreement shall govern. In the event performance of the services provided herein would result in a violation of any present or future statute, regulation or government policy to which the Financial Institution is subject to, and which governs or affects the transactions contemplated by this Agreement, then this Agreement shall be deemed amended to the extent necessary to comply with such statute, regulation or policy, and the Financial Institution shall incur no liability to the Company as a result of such violation or amendment.

- 30. Non-Assignment.** The Company may not assign this Agreement or any of the rights or duties hereunder to any person without the Financial Institution's prior written consent. Examples of assignment of rights or duties include Third Party Senders and Third Party Sending Agreements.
- 31. Waiver.** The Financial Institution may waive enforcement of any provisions of this Agreement. Any such waiver shall not affect the Financial Institution's rights with respect to any other transaction or modification of the terms of this Agreement.
- 32. Binding Agreement; Benefit.** This Agreement shall be binding upon and to the benefit of the parties hereto and their respective legal representatives, successors, and assigns. This Agreement is not for the benefit of any other person, and no other person shall have any right against the Financial Institution or the Company hereunder.
- 33. Severability.** In the event that any provision of this Agreement shall be determined to be invalid, illegal, or unenforceable to any extent, the remainder of this Agreement shall not be impaired or otherwise affected and shall continue to be valid and enforceable to the fullest extent permitted by law.
- 34. Transmittal of Entries by Company.** The Company shall transmit Entries to the Financial Institution in compliance with the formatting and other requirements set forth in the attached Schedule [A].
- 35. Exposure Limits.** The total dollar amount of Entries transmitted, frequency of origination and payment application (debits or credits) originated by the Company to the Financial Institution shall comply with limits set forth in the attached Schedule [G].
- 36. Assumption of ODFI Warranties.** The Company warrants to the Financial Institution that the Company makes the warranties and assumes the liabilities of the Financial Institution under the ACH rules, including ensuring the Originator:
- (a) Obtains Authorization for Entries in accordance with The Rules and U.S. law and will retain a record of the authorization for a period of two (2) years from the termination or revocation of the Authorization. The Company shall, upon request within five (5) business days, provide the Financial Institution an original or copy of the Receiver's Authorization.
 - (b) As the option to send prenotifications six (6)* banking days prior to initiating the first Entry to a Receiver's account. Such notice shall be provided to the Financial Institution in the format and on the medium provided in The Rules and Schedule [A]. Should the Company receive notice that any such pre-notification the Company receives a Notification of Change from an RDFI, such Entries shall not be initiated unless the requested changes have been made.

* Effective September 19, 2014 this verbiage changes to “send prenotifications three (3) banking days prior to initiating the first Entry to a Receiver’s account.”

(c) Provides written notification to the Receiver ten (10) calendar days in advance if the amount of the Entry varies from the previous one, unless the Authorization indicates variable amounts.

(d) Provides written notification to the Receiver seven (7) calendar days in advance of the new settlement date if the date of the debit changes.

37. Reporting Requirement. Financial Institution will provide reporting information to the National Automated Clearing House for Entries, if the Company’s return rate for unauthorized Entries exceeds 1% as required by The Rules.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed by their duly authorized officers.

SHENANDOAH COMMUNITY SCHOOLS

Company

Bank Iowa
Bank Iowa

Authorized Officer

Bank Representative

Jean Fichter

Printed Name

MARK K PHILLIPS

Printed Name

Board President

Title

VP, TREASURY MGT

Title

2/08/2021

Date

1/29/2021

Date

SCHEDULES

Schedule [A] - ACH Transmittal and Security Procedures

All files will be formatted in a NACHA or other pre-approved format; transmission specifications will be established by Financial Institution. Originated file formatting will be (i) specific to the Company Information listed on the ACH Origination Agreement, (ii) specific for the single Tax Payer ID owned by the Company, (iii) contain an offsetting Entry to an account held at the Financial Institution.

Security Procedures

- (a) The Financial Institution shall be entitled to rely on any written notice or other written communication believed by it in good faith to be genuine and to have been signed by the Authorized User, and any such communication shall be deemed to have been signed by such person.
- (b) The Financial Institution will not be responsible for verifying the authenticity of any person claiming to be an Authorized User of the Company or the authenticity of any instruction, direction, or information provided. The Company will be responsible for making all additions to and deletions from its Authorized User(s) with electronic file transmission access.
- (c) The Financial Institution may, but is under no obligation to, hold suspicious files, files that do not adhere to established security, exceed exposure limits, violate the terms of this Agreement or The Rules, or for other reasons. Such files will require authorization by an Authorized User of the Company before transmission to the ACH Operator.
- (d) The Financial Institution requires the following minimum levels of network and computer security for all Originators:
 - Reliable, current and fully patched Security Suites including, at minimum, anti-virus, anti-malware, anti-botnet, and anti-spyware.
 - Hardware and software Firewalls.
 - Hardware and VPN Encryption.
 - Dedicated computer with static IP Address for file initiation.
 - Process to patch systems timely.
 - Written security policy and procedures designed to protect the Company's network from unauthorized access (i.e. data breach) and avoid disclosing Protected Information (i.e. account numbers, social security numbers, etc).
 - Regular employee training.
 - Timely review of any terminated Authorized User's past originated files.

The Company shall supply evidence to the Financial Institution of the above security within ten (10) business days of such request.

- (e) *Account Security*: The Financial Institution requires the following account security:
- Files must be initiated and transmitted under dual-control utilizing two Authorized Users with unique access identification.
 - One-Time Use Secure Access Codes.
 - Out of Band Authentication in which the Company emails file total verification to the Financial Institution.
 - The Company will not process files using Administrator credentials.
 - New or altered credentials will require authorization before becoming active.
- (f) *Opt Out*: (The Company may decline the use of (i) dual control and/or (ii) processing files using Administrator credentials by executing the following opt out election.)

The Company opts-out of the following security required by Financial Institution. The Company acknowledges and agrees that the Security Procedure as modified by the elimination of the following procedure(s) which the Company has opted out of was chosen by the Company after the Financial Institution offered, and the Company refused, a security procedure that was commercially reasonable for the Company. The Company hereby expressly agrees to be bound by any payment order, whether or not authorized, issued in the Company's name and accepted by the Financial Institution in compliance with the security Procedure chosen by the Company.

Opt Out of Required Account Security (check only if Opting Out)

- Dual Control
 Processing Files using Administrator credentials

Authorized Officer: _____

Date: 2/08/2021

Electronic File Transmission

The Company will transmit files to Bank Iowa, ACH@BANKIOWA.BANK.

The Company's Authorized User will have access to the ACH system by utilizing the pre-arranged login procedures through the Internet Banking System.

The Company's Authorized User will provide the Financial Institution with verification of the totals contained on the ACH Transmittal Summary by sending email notification to the Financial Institution's Contact prior to the deadlines set forth in Schedule [B]. In the event that the Company or the Authorized User is unable to email the information, the Company's Authorized User will fax the Financial Institution's Contact with the verification.

The Financial Institution will verify that the file totals agree with the ACH Transmittal Summary given by email or fax. In the event of a discrepancy in the totals, the Financial Institution will call a specified Company Authorized User designated by an authorized officer of the Company as documented on Schedule [D]. If an Authorized User is not available for notification, the file will not be processed until a Company's Authorized User can be contacted on the next business day.

The Company is solely responsible for the accurate creation, modification, and deletion of the account information maintained on the Company's personal computer and used for ACH Entries. The Company agrees to comply with written procedures and security enhancements provided by the Financial Institution for the creation, maintenance and initiation of ACH Entries.

The Company is solely responsible for access by its employees of the data files maintained on the Company's computer.

The Company is responsible for operator security procedures on the computer used to originate Entries.

Schedule [B] - ODFI Processing Schedule

All Entries shall be conducted via the Financial Institution’s internet banking system in accordance with the instructions provided by either the system or institution representatives.

The Financial Institution shall transmit such Entries to the ACH Operator one business day for debit Entries or two business days for credit Entries prior to the Effective Entry Date shown in such Entries. A business day is defined as a day when the ACH Operator is open for business, e.g. Monday through Friday excluding Federal Holidays, see Schedule [J]. For purposes of this Agreement, Entries shall be deemed received by the Financial Institution when received by the Financial Institution through electronic file transmission and ACH Transmittal Summary is completed and provided in accordance to Schedule [A].

DEBIT Transactions

Delivery Method	Deadline	Day of Delivery
Internet Banking System	1:00 p.m. CST	<u> 1 </u> Business Days Prior to Effective Entry Date

Confirmation of ACH Transmittal Summary, see Schedule [C], will be sent to:
ACH@BANKIOWA.BANK

CREDIT Transactions

Delivery Method	Deadline	Day of Delivery
Internet Banking System	1:00 p.m. CST	<u> 2 </u> Business Days Prior to Effective Entry Date

Confirmation of ACH Transmittal Summary, see Schedule [C], will be sent to:
ACH@BANKIOWA.BANK

Schedule [C] - ACH Transmittal Summary

To be completed and returned with each ACH file to be processed

Company Name: SHENANDOAH COMMUNITY SCHOOLS
Tracking Number:
File Total:
Effective Entry Date:
Approved By:

Company Authorized Signer:

Authorized Signature

Date / Time

Does the Company requests processing confirmation from the Financial Institution?

- Yes*
- No*

If Yes _____
Bank Representative

Date / Time

Schedule [D] - ACH Authorized User Form

All ACH Transmittal Summary, Schedule [C], file totals will be cross referenced by the Financial Institution. Company insures the ACH Transmittal Summary will be delivered from an authorized user's email address. The Company will be responsible for periodic and timely maintenance of all Authorized Users with internet banking access. The Company will communicate to the Financial Institution changes to any authorized user's email address.

Date: 1/29/2021

Company: SHENANDOAH COMMUNITY SCHOOLS

Tax Payer ID: 42-6038087

Account Number: 8000115719

The emails below belong to employees vested by the Company's Board of Directors with full authority to communicate the ACH Transmittal Summary used in conjunction with the origination of ACH files.

Authorized User	Email Address
1. DR. KERRI NELSON	nelsonk@shenandoah.k12.ia.us
2. SHERRI RUZEK	ruzek@shenandoah.k12.ia.us
3. LISA HOLMES	holmesl@shenandoah.k12.ia.us
4.	
5.	
6.	

Authorized Officer
Board President

Title

Schedule [E] – Non-consumer Account Agreement

This schedule identifies the Company Account(s) associated with the Tax ID or EIN belonging to the Company to which settlement should be applied for origination of Entries or settlement of return Entries. In the case of Cash Concentration Entries, this schedule may clearly define the accounts to be swept, the frequency of scheduled transfers or other information specific to the activity of the accounts.

Account Name	Account Number	Type
SHENANDOAH COMMUNITY SCHOOLS	8000115719	<input checked="" type="checkbox"/> Checking <input type="checkbox"/> Savings
_____	_____	<input type="checkbox"/> Checking <input type="checkbox"/> Savings
_____	_____	<input type="checkbox"/> Checking <input type="checkbox"/> Savings
_____	_____	<input type="checkbox"/> Checking <input type="checkbox"/> Savings
_____	_____	<input type="checkbox"/> Checking <input type="checkbox"/> Savings
_____	_____	<input type="checkbox"/> Checking <input type="checkbox"/> Savings

Schedule [F] - Financial Institution Fee Schedule

The Financial Institution assigns relationship pricing for Cash Management fees and services. The Financial Institution shall provide the Company notification of changes in fees and services thirty (30) calendar days prior to such changes going into effect. The Financial Institution reserves the right to adjust the Cash Management Fee Schedule based on the Company's activity levels and lending relationship.

One-time Fees

Conversion Fee	\$ <u>0.00</u>
Software Setup Fee	\$ <u>50.00</u>

Regular Monthly Fees

Debit Items Originated	\$ <u>0.10</u>
Reversing/Correcting Debit Items Originated	\$ <u>12.00</u>
Credit Items Originated	\$ <u>0.10</u>
Reversing/Correcting Credit Items	\$ <u>12.00</u>
Originated Per Origination Fee	\$ <u>5.00</u>
Prenote Items Originated	\$ <u>0.00</u>
Addenda Records Originated	\$ <u>0.00</u>
Return Items and Notifications of Change Received	\$ <u>12.00</u>
Minimum Monthly Fee	\$ <u>30.00</u>

Account to be charged according to Schedule [F] 8000115719

Schedule [G] - Exposure Limit Disclosure

The Financial Institution has established limits based upon possible compensating balances and has defined those limits for the Company on Schedule [G]. If the Company requires unscheduled limit reviews for increasing established limits, the Company must provide notification and be granted temporary limit approvals by the Financial Institution no later than 10:00 a.m. CST two (2) business days prior to Entry Settlement date.

LIMITS	ACH PAYMENTS	ACH SINGLE RECEIPT	PAYROLL	ACH SINGLE PAYMENT	ACH COLLECTIONS
# of Files per BI Acct per Day	0	0	1	0	0
# of Files per Day per Customer	0	0	1	0	0
# of Files per Month per Customer	0	0	2	0	0
\$ Amount per File	0.00	0.00	\$600,000.00	0.00	0.00
\$ Amount per BI Account per Day	0.00	0.00	\$600,000.00	0.00	0.00
\$ Amount per Day per Customer	0.00	0.00	\$600,000.00	0.00	0.00
\$ Amount per Month per Customer	0.00	0.00	\$1,200,000.00	0.00	0.00

SHENANDOAH COMMUNITY SCHOOLS

Company

Bank Iowa
Bank Iowa

Authorized Officer

Jean Fichter

Printed Name

Board President

Title

2/08/2021

Date

Bank Representative

MARK K PHILLIPS

Printed Name

VP, TREASURY MGT

Title

1/29/2021

Date

Schedule [H] - Explanation of Terms

“ACH Network” means the funds transfer system (network) governed by the NACHA Rules which provides for the inter-Financial Institution clearing of electronic Entries for participating Financial Institutions.

“ACH Operator” means the Federal Reserve.

“ACH Transmittal Summary” means the file totals communicated by the Company to the Financial Institution, and the document that records the pertinent information regarding the submitted file.

“Account” means a demand deposit account or other deposit account Company has with Financial Institution that Financial Institution permits to be linked to a Service.

“Administrator Credentials” means the Company’s designated users that has the ability to add or maintain users. This user’s credentials should not be used to process files in accordance to Schedule [A].

“Agreement” means the Agreement for ACH Origination, which may change from time to time. All references to Agreement include all Schedules, Addendums and User Guides Financial Institution provides to Company from time to time.

“Business Day” means Monday through Friday, excluding Holidays, when the Financial Institution is open for standard depository services.

“Effective Entry Date” means the date placed on an ACH transaction by the Originator of the transaction or the ODFI – it is normally the date the Originator or ODFI intends the transfer to take place.

“Electronic Funds Transfer Act” means the law passed by the US congress in 1978, which set out the rights and obligations of consumers and their Financial Institutions regarding the use of electronic systems to transfer funds. This act is implemented in the Federal Reserve Bank's Regulation E.

“Entries” mean Credit Entries and Debit Entries, including On-Us Entries consistent with the NACHA Rules and also includes any data for Entries or any prenotification Entries.

“File” means a group of ACH Entries stored for delivery to an ACH receiving point.

“Internet Banking System” means the online banking application provided by the Financial Institution for the Company’s use to securely transmit Entry information.

“ODFI or Originating Depository Financial Institution” means Financial Institutions that originate ACH transactions on behalf of its customers. ODFI’s must abide by the NACHA Operating Rules.

“Originator” means a Company, individual or entity that initiates Entries into the ACH Network.

“Out of Band Authentication” means a communication method other than the Financial Institution’s internet banking system. Examples are email, telephone, fax or in-person.

“Password” means confidential, unique personal numbers, codes, marks, signs, public keys or other information composed of a string of characters used as a means of authenticating and accessing a Service.

“RDFI or Receiving Depository Financial Institution” means a Financial Institution qualified by NACHA to receive ACH transactions.

“Receiver” means the individual or entity that provides authorization to the Originator for proposes of accepting debit or credit Entries to their account.

“Regulation E” means the regulation published by the Federal Reserve Bank to implement the Electronic Fund Transfer Act mandating consumer rights and obligation with regard to electronic fund transfers.

“Return Entry or Return Entries” mean any item, which cannot be processed and is being returned by the RDFI to the ODFI for correction or re-initiation.

“Rules” mean the NACHA Operating Rules which provide a complete guide to the Rules and Regulations governing the ACH Network.

“SEC Codes” or Standard Entry Class codes mean the three-character code within an ACH Company/batch header, which identifies the type of transactions within that batch (e.g. CCD, CTX, PPD, etc.).

“Security Procedures” means, unless we agree otherwise with you, the applicable security requirements and procedure for verifying the authenticity of Entries.

“Service” means the ACH Services and features of those services which Financial Institution may provide from time to time to Financial Institution’s commercial or small business customers.

“Settlement Date” means the date, on which settlement occurs, i.e., funds actually change hands as a result of an ACH Entry.

“Third Party Service Provider” means an entity who agrees to assist a Company and originates Entries through the Company’s Financial Institution. An example of a Third Party Service Provider is an accounting firm who provides Entry details to the Company for review and submission.

“Third Party Sender” means an entity who agrees to act on behalf of a Company and originates Entries through the Third Party Sender’s Financial Institution.

“Tracking Number” means the system generated number provided by the internet banking system when a file is successfully submitted.

“Uniform Commercial Code Article 4A (UCC4A)” means the portion of the Uniform Commercial Code which deals with certain funds transfers, including ACH credit transactions not subject to the Electronic Fund Transfer Act of Regulation E. This law outlines the protections and responsibilities given to the parties to wholesale credit transactions, and sets the legal standard for commercially reasonable security procedures to be used in conjunction with those transactions.

Schedule [I] – ACH Sample Authorizations

AUTHORIZATION AGREEMENT FOR DIRECT PAYMENTS (ACH DEBITS)	
Company Name <u>SHENANDOAH COMMUNITY SCHOOLS</u>	Company ID Number _____

I (we) hereby authorize _____, hereinafter called COMPANY, to initiate debit entries to my (our) Checking Account/ Savings Account (select one) indicated below at the depository Financial Institution named below, hereinafter called DEPOSITORY, and to debit the same to such account. I (we) acknowledge that the origination of ACH transactions to my (our) account must comply with the provisions of U.S. law.

Depository Name _____	Branch _____
City _____	State _____ Zip _____
Routing Number _____	Account Number _____

This authorization is to remain in full force and effect until COMPANY has received written notification from me (or either of us) of its termination in such time and in such manner as to afford COMPANY and DEPOSITORY a reasonable opportunity to act on it.

Name(s) _____	ID Number _____
Date _____	Signature _____
NOTE: ALL WRITTEN DEBIT AUTHORIZATIONS <u>MUST</u> PROVIDE THAT THE RECEIVER MAY REVOKE THE AUTHORIZATION ONLY BY NOTIFYING THE ORIGINATOR IN THE MANNER SPECIFIED IN THE AUTHORIZATION.	

AUTHORIZATION AGREEMENT FOR DIRECT DEPOSITS (ACH CREDITS)

SHENANDOAH COMMUNITY SCHOOLS

Company Name _____ Company ID Number _____

I (we) hereby authorize _____, hereinafter called COMPANY, to initiate credit entries to my (our) Checking Account/ Savings Account (select one) indicated below at the Depository Financial Institution named below, hereinafter called DEPOSITORY, and to credit the same to such account. I (we) acknowledge that the origination of ACH transactions to my (our) account must comply with the provisions of U.S. law.

Depository Name _____	Branch _____
City _____	State _____ Zip _____
Routing Number _____	Account Number _____

This authorization is to remain in full force and effect until COMPANY has received written notification from me (or either of us) of its termination in such time and in such manner as to afford COMPANY and DEPOSITORY a reasonable opportunity to act on it.

Name(s) _____	ID Number _____
Date _____	Signature _____

NOTE: ALL WRITTEN CREDIT AUTHORIZATIONS MUST PROVIDE THAT THE RECEIVER MAY REVOKE THE AUTHORIZATION ONLY BY NOTIFYING THE ORIGINATOR IN THE MANNER SPECIFIED IN THE AUTHORIZATION.

Schedule [J] - Holidays

Holiday Calendar

Financial Institution will be closed on the following standard holidays observed by the Federal Reserve Bank. Financial Institution will not accept files for processing on the following days, as well as all Saturdays and Sundays. Likewise, Entries should not be effective dated for these days:

New Year's Day	(January 1)
Martin Luther King's Birthday	(Third Monday in January)
Presidents Day	(Third Monday in February)
Memorial Day	(Last Monday in May)
Independence Day	(July 4)
Labor Day	(First Monday in September)
Columbus Day	(Second Monday in October)
Veterans Day	(November 11)
Thanksgiving Day	(Fourth Thursday in November)
Christmas Day	(December 25)

Note: If January 1, July 4, November 11, or December 25 fall on a Sunday, the next following Monday is a standard Federal Reserve Bank holiday.

Other Holidays may be observed and the customer will be notified of such Holidays

**ONLINE WIRE TRANSFER
AGREEMENT
BANK IOWA**



Bank Iowa.

www.bankiowa.bank |  | Member FDIC

SHENANDOAH COMMUNITY SCHOOLS (Company) has requested that Bank Iowa (Bank) provide Online Wire Transfer Services. This agreement (Agreement) dated as of 1/29/2021 establishes the Company's rights, responsibilities and obligations and the Bank's rights, responsibilities and obligations with respect to Online Wire Transfer Services (Service).

1. AGREEMENT

Pursuant to this Agreement, the Bank is providing Online Wire Transfer Services, a payment application designed to transfer funds electronically from designated deposit account(s) maintained with the Bank. The deposit accounts are governed by the Account Agreements associated with such accounts; please refer to the Account Agreements for the terms set forth therein. For a full explanation of terms used throughout this agreement, please reference the Glossary.

Online banking is an electronic service that permits the Bank's customers access to financial services through the use of the Internet.

The Company is also required to provide the Bank with updated financial information and other information that may be required from time to time.

2. DUTIES AND RESPONSIBILITIES OF THE COMPANY

2.1 Processing. The Company shall submit their "online wire transfer request" in the agreed upon format using online banking prior to the Bank's cutoff time. These files shall include the minimum field values of the beneficiary's individual or company name, beneficiary financial institution, beneficiary financial institution address, beneficiary financial institution routing number, beneficiary address, beneficiary account number, wire amount, effective date, wire purpose, and reference for beneficiary. If applicable to the beneficiary, the Company also agrees to provide the intermediary financial institution, intermediary financial institution address, and intermediary financial institution routing number.

The Company represents that the information on the Online Wire Transfer request regarding the intermediary financial institution or beneficiary's financial institution, beneficiary, or the Company's request is correct and acknowledge responsibility for any error resulting from incorrect/inaccurate information provided. If the Company gives a request which identifies the beneficiary by both name and an identifying account number, payment may be made by the beneficiary's financial institution on the basis of the identifying account number, even if the number identifies a person or company different from the named beneficiary. Also, if the Company gives the Bank the name and identifying number of a financial institution, the Bank and other financial institutions may process the payment order based on the financial institution's identifying number alone, even though the number may identify an institution other than that institution named. In these cases, the Company is still obligated to the Bank for the amount of the payment order.

The Company shall submit wire transfer request based on the information provided within online banking. In the event that the Company does not provide request by 2:00 P.M. CST, the wire transfer request will be processed the next business day as listed on Schedule [B].

The Company agrees to maintain an available balance on deposit in the offsetting account throughout the wire release process. In the event that the Company does not have sufficient available funds for the online

wire transfer, the Bank will not release the wire. Authorized online wire transfer accounts are listed on Schedule [B].

In the event of a natural disaster (example: snowstorm), the Company may engage the Bank's eBanking Support team at 844.226.5421 for assistance.

2.2 Reporting. Reports regarding the Wire Transfer Services are available through online banking after the Bank processes the requests that were submitted for that Business Day.

2.3 Fee Schedule. The Company shall compensate the Bank for the performance of the Wire Transfer Services in accordance with the pricing agreed upon by the Company and the Bank as stated in Schedule [D]. Amounts payable by the Company to the Bank shall be collected on a monthly basis by the Bank, unless otherwise designated.

2.4 Operating Procedures. If on any Business Day the Company cannot access the Wire Transfer Services, the Company shall notify the Bank as soon as practicable by calling 844.226.5421.

2.5 Foreign Currency Transactions. Bank Iowa's Online Banking Wire Transfers are limited to transactions in United States Dollars and to financial institution account within the United States. All international wires, or wire transactions in any foreign currency, must be performed in person at a Bank Iowa branch location or by other means.

3. DUTIES AND RESPONSIBILITIES OF THE BANK

3.1 Use of Wire Transfer Services. Under the terms and conditions of this Agreement, the Bank hereby grants to the Company a non-exclusive ability to utilize the services through online banking for purposes of making wire transfer transactions from the Company accounts. Only the accounts and corresponding users authorized by the Company will have access to the Online Wire Transfer Services, as stated in Schedules [B] and [C]. Any authorized user will have the authority to draft or submit transactions on the Company's behalf up to the limits outlined in Schedule [G]. The Company must approve the transaction using a second separate authorized user; this transaction release method is referred to as dual control. Authorized users will be required to enter single use Secure Access Codes when logging into the system and Authorization Access Codes to complete the transaction approve process; this codes are uniquely delivered to the phone numbers listed on Schedule [C].

3.2 Processing. The Bank will process wire transfers submitted by the Company through online banking in accordance with the Bank's Account Agreement and all state and federal laws. This processing will occur on any Business Day, hourly between 9:00 A.M and 2:00 P.M. subject to the agreed upon Cutoff Time of 2:00 P.M. CST. The Bank will not process an Online Wire Transfer request if the Company's transaction has not been submitted through dual control or the Company does not have a sufficient available balance on deposit in the appropriate account to execute the payment order.

3.3 Stop Payment. The Bank has the right to refuse any stop payment or amendment request relating to Online Wire Transfer request. Bank Iowa may make a reasonable effort to act on the Company's request. However, the Bank will not be liable to the Company if for any reason the payment order is not canceled or amended. The Company agrees to reimburse the Bank for any costs, losses, or damages that the Bank incurs in connection with the Company's request to cancel or amend.

3.4 Rejected. The Bank will contact the Company no later than the close of business on the next business day if an Online Wire Transfer request is rejected. Bank Iowa will not be responsible for any loss resulting from the rejection of the Online Wire Transfer or the delay in receiving the notice of rejection.

4. REPRESENTATIONS, WARRANTIES, COVENANTS, AND LIABILITY

4.1 Representations and Warranties of Bank. The Bank warrants to the Company, as of the date of this Agreement is entered into and at the time the Online Wire Transfer Services are used or performed, that: (a) it is validly existing and in good standing under the laws of the jurisdiction of its organization; (b) it has all requisite power and authority to execute and deliver, and to perform its obligations under this Agreement and the services performed by it; and (c) this Agreement has been duly authorized and executed by it and constitutes its legal, valid and binding obligation. The Bank makes no representation or warranty, express or implied, and disclaims all warranties as to the merchantability, fitness for a particular purpose, or suitability of the Online Wire Transfer Services for the Company, or as to the compatibility of the Bank's software, equipment or communication interfaces with those of the Company.

4.2 Representations and Warranties of the Company. The Company represents and warrants that: (a) it is fully authorized to enter into and perform under this Agreement and that this Agreement constitutes its legal, valid and binding obligation; (b) the Company is solvent and in good standing in the State of its organization; (c) it is not the present intent of the Company to seek protection under any Bankruptcy laws; (d) all Checks and all documents and practices related to them comply with applicable Federal and State Law.

4.3 Liability. The Bank will exercise ordinary care in providing the Online Wire Transfer Services and will be responsible for any loss sustained by the Company only to the extent such liability, loss or damage is caused solely by the Bank's gross negligence or willful misconduct. In no event shall clerical errors or mistakes in judgment constitute failure to exercise ordinary care, nor shall the Bank have any liability for any indirect, incidental, consequential (including lost profits), special or punitive damages, whether arising in contract or in tort, and whether or not the possibility of such damages was disclosed to or could have been reasonably foreseen by the Bank. The Bank shall not be liable for failure to perform any of its obligations in connection with the Online Wire Transfer Services if such performance would result in it being in breach of any law, regulation or requirement of any governmental authority. If the Bank fails to debit or credit any of the Company's accounts utilized in connection with the Online Wire Transfer Services in accordance with the terms and conditions of this Agreement applicable thereto, upon discovery or notification of such error, the Bank will properly debit or credit such account, but the Bank shall not incur any liability therefore, including any loss resulting from failure by the Company to invest the amount of funds not properly credited to the account.

4.4 Force Majeure. Under no circumstances shall the Bank be responsible for any liability, loss or damage resulting from any delay in performance of or failure to perform in connection with the Online Wire Transfer Services which is caused by interruption of telephone, facsimile or communication facilities, delay in transportation, equipment breakdown or mechanical malfunction, electrical, power or computer failure, accidents, fire, flood, explosion, theft, natural disaster or other catastrophe, acts or failure to act by the Company or any third party, strikes or lockouts, emergency conditions, riots, war, acts of

government or other circumstances which are unavoidable or beyond the Bank's control.

5. INDEMNIFICATION

The Company shall indemnify and hold harmless the Bank and each of its directors, officers, employees, agents, successors and assigns ("Indemnitees") from and against all liability, loss and damage of any kind (including, but not limited to, loss or damage incurred by a third party arising out of the Company's Online Wire Transfer request, and including any attorneys' fees and other costs associated with any loss or damage incurred) incurred by or asserted against such Indemnitees in any way relating to or arising out of the Online Wire Transfer Services, by reason of any acts or omissions of the Company or any third party or otherwise, except to the extent such liability, loss or damage is caused solely by the gross negligence or willful misconduct of such Indemnitees (provided that reliance, without further investigation, on any oral, telephonic, electronic, written or other request, notice or instruction believed in good faith to have been given by the Company will in no event constitute gross negligence or willful misconduct on the part of such Indemnitees).

6. CONFIDENTIALITY

All user guides, manuals, data, software, processes and other information provided to the Company in connection with Online Wire Transfer Services, and all fee and pricing information with respect to the services ("Information") is the proprietary and confidential property of the Bank and/or its relevant licensors or suppliers. The Company agrees to use the Information only in the manner specified by the Bank and in the ordinary course of the Company's business, to return it to the Bank upon termination of the relevant services, and to keep the Information confidential and limit access thereto only to its agents and employees who require access in the normal course of their duties, except to the extent the Information is already in the public domain or the Company is required to disclose the Information by law.

7. RECORDINGS AND RECORDS

Either the Company or the Bank may produce telephonic or electronic recordings or computer records, including email and facsimile transmissions, as evidence in any proceedings brought in connection with the Online Wire Transfer Services. The Company agrees to the Bank's recording system for security and quality assurance purposes. In the cases of natural disaster, where the Company has requested assistance from the Bank to make wire transfer request, the Bank will recap the authorized request and provide the Company a record in an online banking secure message.

8. NOTICES

Any notice or other communication may be sent by the Bank to the Company at the Company's postal, email, Authorized User's email as listed on Schedule [C], online banking secure message or other address provided by the Company to the Bank, and the Bank may assume that any notice or communication sent to the Company at any such address has been received by the Company, until the Company notifies the Bank in writing of another address. Either party may change its address for purposes hereof by written notice to the other in accordance with the provisions of this Section 10. The addresses for the parties are as follows:

The Bank:

Bank Iowa
1225 Jordan Creek Parkway
Suite 200
West Des Moines, IA 50266
844.226.5421 (Toll Free)
customerservice@bankiowa.bank(Email)

The Company:

Company Name SHENANDOAH COMMUNITY SCHOOLS
Address 304 W NISHNA RD
City State Zip SHENANDOAH, IA 51601
Telephone (712) 246-1581
Group Email ruzeks@shenandoah.k12.ia.us
Authorized User Emails are listed in Schedule [C]

9. ACCOUNTS

The Online Wire Transfer Services involving the Company's accounts, as listed on Schedule [B], are subject to the Bank's terms and conditions of deposit accounts and available schedules in effect, which are updated from time to time. In the event of any conflict between this Agreement and the Bank's terms and conditions of deposit accounts, this Agreement shall prevail.

Restricted transactions are prohibited from being processed through the Company's account as required by the Unlawful Internet Gambling Enforcement Act of 2006 and Regulation GG. A restricted transaction is a transaction or transmittal involving any credit, funds, instrument, or proceeds in connection with the participation of another person in unlawful internet gambling. All foreign currency wires must be performed in person at a Bank Iowa branch location or other means. Any wire exceeding the limits identified in Schedule [G] will not be processed through Online Banking.

If the Bank becomes obligated under Article 4A to pay interest to the Company, the Company agrees that the rate of interest to be paid shall be equal to the current fed funds rate, on a daily basis, applicable to the account at the bank to which the Online Wire Transfer request should have been made or from which the Online Wire Transfer request was made.

10. AMENDMENTS

From time to time, the Bank may, amend any of the terms and conditions of this Agreement, including without limitation, any cut-off time, any Business Day and any part of Schedules [A] through [F] attached hereto. Unless the Company terminates this Agreement within five (5) Business Days following receipt of such notice as provided for in Section 8 hereof, the Company shall be deemed to consent to such amendment. No other amendments to this Agreement shall be binding upon the parties unless the same are in writing and executed by both parties.

11. COMPLIANCE

The Company shall comply with all laws, rules and regulations in connection with the Online Wire Transfer Services. The Company agrees to be bound by such rules, and agrees that no entries that violate United States law may be initiated.

12. DISCLOSURE

The Company acknowledges that the Bank may have certain legal record keeping and reporting requirements with respect to the Online Wire Transfer Services and consents to the Bank's disclosure to governmental authorities of information concerning the Company and the Online Wire Transfer Services provided to the Company which the Bank believes to be appropriate or necessary to fulfill such legal requirements.

13. TERMINATION

Either party may terminate the Online Wire Transfer Services by providing five (5) Business Days prior written notice to the other party. The Bank may also terminate or suspend the Online Wire Transfer Services without notice to the Company if any of the following occurs: (a) the Company becomes insolvent or files, or has filed against it, any Bankruptcy or other insolvency, reorganization, liquidation or dissolution proceeding of any kind; (b) a material adverse change occurs in the Company's business or financial condition; (c) the Bank has reason to believe that the Company has engaged in fraudulent or illegal activity; (d) the Company fails to maintain balances in accounts sufficient to cover overdrafts; (e) the Company violates the terms of this Agreement, any other deposit agreement or any financing arrangement with the Bank; (f) the Company fails to provide financial information reasonably requested by the Bank; (g) the Bank determines it is impractical or illegal to provide the services because of changes in laws, regulations or rules; (h) the Bank, in good faith, is unable to satisfy itself that the Online Wire Transfer Services has been properly authorized by the Company; or (i) the Company or its employees or agents, in connection with use of the Online Wire Transfer Services, violate any Federal or State laws including Federal Reserve Regulations, Automated Clearing House Association ("NACHA") Rules, or Uniform Commercial Code (12 CFR Part 229, Regulation CC). Notwithstanding any termination, the terms of this Agreement shall apply to all transactions, which have been initiated prior to termination. In the event of termination of this Agreement, the Company agrees to continue to abide by the terms and conditions stated within the Bank's Company Account Agreement and that the Company has responsibility for preventing and reporting forgeries, alterations, and other unauthorized uses of the Company's accounts.

14. GOVERNING LAW; SEVERABILITY

Except to the extent superseded by Federal law, the provision of Online Wire Transfer Services shall be governed by the laws of the State of Iowa. The Company agrees that the courts of such state shall have jurisdiction to hear any dispute related to the enforcement or interpretation of an Arbitration Award pursuant to Section 15 below and submit to the jurisdiction of such courts for such purpose. Any provision of this Agreement, which is unenforceable, shall be ineffective to the extent of such provision, without invalidating the remaining provisions of this Agreement. If performance of the Online Wire Transfer Services would result in violation of any law, regulation or governmental policy, this Agreement shall be deemed amended to the extent necessary to comply therewith.

15. ARBITRATION

Any claim or dispute (“Claim”) by either the Bank or the Company against each other, relating in any way to this Agreement or any prior Agreement between parties shall be resolved by binding arbitration. This applies to all Claims whether under statute, in contract, tort, or otherwise and whether for money damages, penalties or declaratory or equitable relief, including Claims regarding applicability of this Arbitration Agreement or the validity of the entire Agreement or any prior Agreement.

The American Arbitration Association will conduct the arbitration, using the Commercial Arbitration Rules in effect at the time the Claim is filed. Either party can obtain rules and forms and file Claims at any American Arbitration Association office, including 700 Pillsbury Center, 200 South Sixth Street, Minneapolis, Minnesota 55402-1092. Any arbitration hearing at which the Company appears will take place within the federal judicial district that includes the Company’s address at the time the Claim is filed. This Arbitration Agreement is made pursuant to a transaction involving interstate commerce, and shall be governed by the Federal Arbitration Act, 9 U.S.C. Sections 1-16 (“FAA”). Judgment upon any arbitration award may be entered in any court having jurisdiction. If either party requests, the arbitrator shall write an opinion containing the reasons for the award.

There will be no jury for any Claim submitted to arbitration. This Arbitration Agreement applies to all Claims now in existence or that may arise in the future. This Arbitration Agreement will survive the termination of this Agreement.

For the purposes of this Arbitration Agreement, the “Bank” means Bank Iowa, its parent, subsidiaries, affiliates, licensees, predecessors, successors, assigns, and all of their officers, directors, employees, agents and assigns or any and all of them. Also, for the purpose of this Arbitration Agreement, the “Company” shall mean all persons or entities contractually obligated on the account and all authorized users of the account, its parent, subsidiaries, affiliates, licensees, predecessors, successors, assigns, and all of their officers, directors, employees, agents and assigns or any and all of them.

If any part of this Arbitration Agreement is found to be invalid or unenforceable under any law or statute consistent with the FAA, the remainder of this Arbitration Agreement shall be enforceable without regard to such invalidity of unenforceability.

The result of this arbitration agreement is that claims cannot be litigated in court, including some claims that should have been tried before a jury.

16. WAIVER OF JURY TRIAL

THE COMPANY AND THE BANK WAIVE ALL RIGHTS TO TRIAL BY JURY IN ANY LITIGATION OR OTHER PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE SERVICES USED BY THE COMPANY.

17. GENERAL

This Agreement manifests the entire agreement between the parties regarding the subject matter hereof and supersedes all prior understandings, writings, proposals, representations or communications, oral or written, of either party. Neither party relied on any representation or promise by the other party that are not set forth in this Agreement. This Agreement may not be assigned by the Company without the Bank’s prior written consent. The Bank may assign this Agreement without the Company’s consent. Neither the Company nor the Bank shall

display any name, trademark or service mark of the other without the prior written consent of the other. The Company shall not advertise or promote the Online Wire Transfer Services without the Bank's prior written consent. This Agreement shall bind and benefit the parties and their successors and assigns. None of the terms of this Agreement may be waived except as the Bank may consent in writing, and no agreement with or representation made by any employee of the Bank that is in conflict with this Agreement will be binding on the Bank unless contained in a written modification of this Agreement signed by an authorized officer of the Bank. No delay on the part of the Bank in exercising any right or power under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right or power under this Agreement preclude further exercise thereof or the exercise of any other right or power. The rights and remedies under this Agreement are cumulative and not exclusive of any rights or remedies which the Bank would otherwise have. Section headings in this Agreement are for convenience of reference only and do not constitute a part hereof or thereof. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same instrument.

18. SYSTEM REQUIREMENTS

The Company agrees to establish and maintain commercially reasonable security measures to safeguard against unauthorized access to online banking and Wire Transfer Services. This includes not sharing login and password information. The Company agrees to abide by the system requirements outlined in Schedule [F] and acknowledges that as technology changes occur, the system requirements could be amended from time to time. The Company shall be required, at the Company's expense, to acquire and maintain the technology and equipment in order to comply with this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers.

SHENANDOAH COMMUNITY SCHOOLS

Company

Authorized Officer

Jean Fichter

Printed Name

Board President

Title

2/08/2021

Date

Bank Iowa

Bank

Bank Representative

MARK K PHILLIPS

Printed Name

VP, TREASURY MGT

Title

1/29/2021

Date

Glossary of Online Wire Transfer Terminology

“**Account**” means the Company’s designated deposit account(s) at the Bank as stated on Schedule [B].

“**Authorized User**” means a designated person of the Company that is allowed to provide an Online Wire Transfer request on behalf of the Company. Authorized users are listed on Schedule [C].

“**Account Agreement**” are the rules that apply to Company deposit accounts and were agreed to by the Company when signing a signature card and corporate resolution, opening and continuing to hold an account with the Bank.

“**Account Analysis**” is monthly statement outlining the services used to the Company.

“**Agreement**” means the Online Wire Transfer Agreement.

“**Authorization Access Code**” means the one time use code delivered to an Authorized user’s phone as listed on Schedule [C]. This code is a one time use code used to release transactions.

“**Bank**” means Bank Iowa.

“**Beneficiary**” means individual or company that will receive funds.

“**Beneficiary Financial Institution (FI)**” means the financial institution the beneficiary has an account with.

“**Beneficiary Financial Institution (FI) Routing Number**” means the routing number that identifies the receiving financial institution.

“**Business Day**” means any calendar day that the Bank and the Federal Reserve Bank of the United States of America both transact business. This does exclude Holidays as listed on Schedule [E].

“**Company**” means a business customer that executed the Online Wire Transfer Agreement.

“**Cutoff Time**” is the time of Business Day that the Company’s Online Wire Request must be communicated to the Bank.

“**Dual Control**” means that one Authorized User will draft the transaction and a second Authorized User will review and approve the transaction.

“**Information**” means all user guides, manuals, data, software, processes and other information provided to the Company in connection with Online Wire Transfer Services, and all fee and pricing information with respect to the services.

“**Intermediary Financial Institution (FI)**” means the financial institution that acts on behalf of beneficiary institution.

“**Intermediary Financial Institution (FI) Routing Number**” means the routing number that identifies intermediary financial institution.

“Online Banking” means the electronic service that permits the Bank’s customers access to financial services through the use of the Internet.

“Online Wire Transfer Services” (“Services”) means all information, web-based services, technological infrastructure and installed software on the Company’s computers, which allow the Company to access the Services for purposes of electronic transferring funds to designated deposit account(s) maintained with the Bank or eligible banks.

“Secure Access Code” means the one time use code used to login into the online banking system. This code is delivered to an Authorized User’s phone as listed on Schedule [C].

“Security Procedures” means the use of identification codes, encryption, passwords, logon identifications, personal or location identification numbers, repetitive codes, and other security devices, systems and software used by the Company to communicate through the Internet for the Online Wire Transfer Services.

“Services” means the online banking software used to submit Online Wire Transfers.

Schedule [A] – Company Deadlines

Delivery Deadline: The Company will provide an Online Wire Transfer request which includes the minimum field values as stated in Section 2.1 of the agreement and be submitted no later than 2:00 P.M. CST.

Note: All files must be received by Bank no later than 12:00 noon CST on Christmas Eve day and New Year's Eve day.

Schedule [B] – Online Wire Transfer Accounts

The Company agrees to maintain sufficient available funds to cover the full amount of the online wire request. In the event the account does not have sufficient available funds, the Bank will not release the wire.

Authorized Account Number(s):

8000115719

The Per Item Fees are based on the activity associated each account listed, therefore will be charged to the account on which the activity occurred as listed on Schedule [D].

Schedule [C] – Online Wire Transfer Authorized Users

All Online Wire Transfer requests will be from uniquely defined login IDs belonging to the Company's Authorized Users listed below. The Company will communicate to the Bank changes to any Authorized User's name, email address, or mobile phone.

The contact information below belongs to Authorized Users vested by the Company with full authority to submit transactions up to the limits listed on Schedule [G] and make wire related decisions for the Company accounts listed on Schedule [B]. As part of the login process and transactional approval process, single use Secure Access Codes and Authorization Access Codes will be uniquely delivered to the mobile phone number listed for the Company's Authorized Users.

Authorized User	Email Address	Mobile Phone
¹ DR. KERRI NELSON	nelsonk@shenandoah.k12.ia.us	319-329-0359
² SHERRI RUZEK	ruzeks@shenandoah.k12.ia.us	641-895-1865
³ LISA HOLMES	holmesl@shenandoah.k12.ia.us	712-246-9412
4.		
5.		
6.		
7.		
8.		

Schedule [D] – Bank Fee Schedule

The Bank assigns relationship pricing for Cash Management fees and services. The Bank shall provide the Company notification of changes in fees and services at least thirty (30) days prior to such changes going into effect. The Bank reserves the right to adjust the Fee Schedule based on the Company's activity levels and lending relationship. All fees are subject to applicable sales tax.

Per Item Fees*

Outgoing Wire Transfer Fee - Domestic (Out Wire Tfr Fee - Domestic)	\$ <u>40.00</u>
--	-----------------

*The Per Item Fees are based on the activity associated with each account listed on Schedule [B] and will be assessed per account.

This fee schedule is confidential and not to be disclosed to other parties. The fees for this service will be charged on a monthly basis and on occurrence on a date determined by the Bank and can be offset with Account Analysis earnings credit, unless otherwise designated. Fees are subject to change.

Schedule [E] – Holidays

Holiday Calendar: Bank will be closed on the following standard holidays observed by the Federal Reserve Bank. Bank will not accept files for processing on the following days, as well as all Saturdays and Sundays. Likewise, entries should not be effective dated for these days:

New Year's Day	January 1
Martin Luther King Day	Third Monday in January
Presidents Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Veterans Day	November 11
Thanksgiving Day	Fourth Thursday in November
Christmas Day	December 25

Note: If January 1, July 4, November 11, or December 25 fall on a Sunday, the next following Monday is a standard Federal Reserve Bank holiday.

Other Holidays may be observed and the Company will be notified of such Holidays.

Schedule [F] – Computer Hardware and Software Specifications

From time to time, the Bank publishes revisions on our website to more recent computer hardware and software requirements. For a complete list of hardware and software requirements, please engage the Bank’s eBanking Support team at 844.226.5421 for assistance.

- Active login ID and password to Bank Iowa’s online banking
- Display resolution of at least 1024 x 768
- Internet access with download speeds of 256 kilobits per second (kbps) or greater
- Supported desktop browsers (minimum version required):
 - MicroSoft Edge 14
 - Firefox 60
 - Chrome 67
 - Safari 11

Schedule [G] – Exposure Limit Disclosure

The Bank has established limits for the Online Wire Transfer Services. The Company agrees to the limits below. If the Company requires unscheduled limit reviews for increasing the established limits, the Company must provide notification and be granted temporary limit approval by the Bank no later than 10:00am CST two (2) business days prior to the transaction’s effective date.

Limit	Domestic Wires
# of Wires per Day	2
# of Wires per Month	2
\$ Amount per Transaction	\$ 15,000.00
\$ Amount per Day	\$ 15,000.00
\$ Amount per Month	\$ 15,000.00

**Shenandoah Community School District
Board Goals and Indicators of Success**

Excellence in Every Endeavor

With a goal of excellence, we are committed to:

Demonstrating an increase in annual academic student achievement in all core areas using multiple assessing measures (ACT, Iowa Assessments, iReady, FAST)

Committing resources to mental health supports for staff and students

Maintaining a strong financial position to support the comprehensive education program

Using effective communication to enhance school family relationships and school community partnerships

Board Goal	Indicators of Success	Necessary Steps	Timeline
Demonstrate an increase in annual academic student achievement in all core areas using multiple assessing measures (ACT, Iowa Assessments, iReady, FAST)	Increase percent proficient on FAST by 15% over two years.	Continuing and expanding the use of consistent and frequent interventions Disaggregating the FAST data and consider performance of subgroups	FY22
	Increase percent of students who demonstrate growth on Spring iReady by 10% over two years.	Discussing progress monitoring and data analysis; weekly/monthly adjustments based on progress monitoring Providing interventions for coursework and grade concerns; implement screener & progress monitoring tools & consistent analysis	FY22
	Increase ACT composite; analyzing by subgroup	Increasing the use and analyze John Baylor data to identify and implement appropriate interventions.	FY22
	Evaluate MTSS process district-wide	Maintaining credit requirements for high school science and math & analyzing data from graduation requirements	FY23
	Develop new curriculum resources	Re-evaluating and re-designing MTSS/SAT process, Section 504	FY22

	Continue professional learning for teachers using blend learning models (remote & online)	<p>Reviewing specific curriculum areas (i.e. STEM, CTE, Human Growth & Development)</p> <p>Applying for online school accreditation</p> <p>Providing ongoing professional learning</p> <p>Allocating resources (i.e. platform, staff)</p>	<p>FY22</p> <p>FY21 & FY 22</p> <p>FY21 & FY 22</p>
Commit resources to mental health supports for staff and students	<p>Continue community partnership Midwest Mental Health</p> <p>Expand the role and responsibilities of at-risk department staff</p> <p>Continue staff wellness plan in partnership with SMC</p>	<p>Providing physical space</p> <p>Defining frequency of use & schedule</p> <p>Continuing and expanding at-risk services and MTSS process</p> <p>Consider adding additional school counselor FTE at the JK-8 as budget allows</p>	<p>Ongoing</p> <p>Ongoing</p> <p>FY 22 or FY 23</p> <p>Ongoing</p>
Maintain a strong financial position to support the comprehensive education program	Monitor UAB and Solvency Rate	<p>Focusing on acquisition of grants and use of categorical funds</p> <p>Using retirement incentives as needed</p> <p>Maintaining a minimum of a 5% to 15% UAB</p> <p>Maintaining a minimum of a 5% to 15% Solvency Ratio</p>	<p>Ongoing</p> <p>Ongoing</p> <p>Ongoing</p>
Use effective communication to enhance school family relationships and school community partnerships	<p>Build District's presence on social media, websites and other communications</p> <p>Enhance strong community partnerships</p>	<p>Creating a district communication plan and dedicating resources</p> <p>Strengthening existing partnerships with Pella, SMC, MW Mental Health, SIEF, and other agencies. Developing new partners.</p> <p>Expanding additional apprenticeships opportunities</p>	<p>FY 22</p> <p>Ongoing</p> <p>Ongoing</p>

	<p>Continuously build relationships with students and families</p> <p>Analyze school-wide outreach options</p>	<p>Increasing communication and feedback related to student performance with students, families, and postsecondary learning opportunities (i.e. technical training, college)</p> <p>Considering different communication platforms (SchoolMessenger - other plugins for PowerSchool)</p>	<p>Ongoing</p> <p>FY 22</p>
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Iowa Western Community College Academy Program Agreements
Addendum to current contract for 2020-2021

As a participating school of the Iowa Western Academy Programs, each school agrees to the following membership requirements:

1. Each member school accepts responsibility for 5% of total tool/supplies costs per student, per semester, per program costs below.
 - a. Auto: \$42.50
 - b. Diesel: \$51.50
 - c. Welding: \$50.00
 - d. Construction: \$10.50
2. Each member school accepts responsibility for the full cost of damaged lost or stolen tools invoiced at the end of each semester;
3. Textbook Rental program will remain the same;
4. Academy classes will follow the IWCC academic calendar;
5. Courses will begin August 17, 2020;
6. The final class date for the first semester is November 25, 2020;
7. Academy classes will begin for the second semester on January 11, 2021;
8. The final class date for the second semester is April 30, 2021;
9. The cancellation of Academy classes due to weather or extenuating circumstances will be based upon decisions made by Iowa Western. (If the student's primary school cancels or has an early out, students will be allowed excused absences.)
10. Academy participating schools accept the grading system and practices of the IWCC instructor;
11. Participating schools agree to the following classes at the scheduled times per the attached schedules:

All member schools are expected to sign a Contract with IWCC. This Contract will be sent out to member schools by IWCC. The final copy signed is due by the end of December 2020.

This contract to enter into any of the attached Academy programs is a one-year agreement only for 2020-2021.

Board President/Superintendent

School District

Date

Board President

Iowa Western Community College

Date

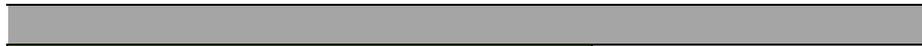
<u>Computer Aided Design Certificate</u> Location: Atlantic							Ladders to the following programs:	
Fall Classes								
Course	Time	Course Title	Start Date	Days	End Date	Course	Time	
CAD 129 401	12:20PM - 1:30PM	CAD 1	8/17/2020	M/W/F	12/11/2020	CAD 197 401	12:20 - 1:45 PM	
EGT 113 400	01:40PM - 02:55PM	Introduction to PLM	8/17/2020	T/TH	12/11/2020	EGT 167 400	12:20-1:35PM	
EGT 155 401	1:35-2:50PM	Engineering Drawing Practices	8/17/2020	M/W/F	12/11/2020			
Open to all No tools required								
<u>Welding Certificate</u> Location: Council Bluffs							Ladders to the following programs:	
Fall Classes								
Course	Time	Course Title	Start Date	Days	End Date	Course	Time	
WEL 228 HY05, HY06, HY07	08:30AM - 09:20AM	Intro to Welding/Safety/Hlth	8/17/2020	T/TH	12/11/2020	WEL 259 HY02 WEL 259 HY03 WEL 259 HY04	10:00-11:50 AM 10:00-11:50 AM 10:00-11:50 AM	
WEL 192 HY05, HY06, HY07	08:30AM - 11:00AM	Gas Tungsten Arc Welding	8/17/2020	M/W/F	12/11/2020	WEL 233 HY02 WEL 233 HY03 WEL 233 HY04	8:15-9:50 AM 8:15-9:50 AM 8:15-9:50 AM	
WEL 149 HY05, HY06, HY07	09:30AM - 11:00AM	Arc Welding	8/17/2020	T/TH	12/11/2020	WEL 256 HY02 WEL 256 HY03 WEL 256 HY04	8:15-11:50 AM 8:15-11:50 AM 8:15-11:50 AM	
Open to all Fee required								
<u>Welding Certificate</u> Location: Clarinda							Ladders to the following programs:	
Fall Classes								
Course	Time	Course Title	Start Date	Days	End Date	Course	Time	
WEL 149 300	8:05-9:20AM	Arc Welding	8/17/2020	T/TH	12/11/2020	WEL 233 HY301	7:30-9:20AM	
WEL 256 HY300	7:30-9:20AM	Gas Metal Arc Welding	8/17/2020	M/W/F	12/11/2020	WEL 192 HY301	7:30-9:20AM	
WEL 228 300	07:30AM - 08:00AM	Intro to Welding/Safety/Hlth	8/17/2020	T/TH	12/11/2020	WEL 259 301	7:30-9:20AM	
* Clarinda Welding Certificate contingent on finding qualified instructor Open to program students Fees required								

<u>Industrial Technology Certificate</u> <u>Location: Council Bluffs</u>						<u>Electronic Te</u> <u>Laser Syst</u> <u>F</u> <u>HVAC/R Diploma</u>		
Fall Classes								
Course	Time	Course Title	Start Date	Days	End Date	Course	Time	
ELT 215 HY07 OR ELT 215 HY08	12:20-1:35PM 12:20-1:35PM	Motors and Controls Motors and Controls	8/17/2020 8/17/2020	M W	12/11/2020	ELT 196 HY01 ELT 196 HY02	12:15-1:45 PM 2:00 - 3:30 PM	
IND 109 HY05 OR IND 109 HY06	12:20-1:35PM 12:20-1:35PM	Equipment Safety & Operation Equipment Safety & Operation	8/17/2020 8/17/2020	T TH	12/11/2020	MAT 743 HY01 MAT 743 HY02	1:00 - 2:30 PM 1:00 - 2:30 PM	
IND 197 OL01 OR IND 197 OL02	Online	Industrial Engineering Tech Orientation	8/17/2020	F	12/11/2020			
<u>Industrial Technology Certificate</u> <u>Location: Harlan</u>						<u>Electronic Te</u> <u>Laser Syst</u> <u>F</u> <u>HVAC/R Diploma</u>		
Fall Classes								
Course	Time	Course Title	Start Date	Days	End Date	Course	Time	
ELT 215 500	12:20-2:50PM	Motors&Controls	8/17/2020	W	12/11/2020	ELT 196 HY500	12:30-2:50 PM	
IND 197 500	12:20-2:50PM	Industrial Engineering Tech Orientation	8/17/2020	M	12/11/2020	IND 109 500	12:45-2:45 PM	
MAT 743 IW500	12:20-1:35PM	Technical Math	8/17/2020	T/TH	12/11/2020			
Open to all No tools required								

<u>Design Tech, AAS</u>	<u>CAD Diploma</u>
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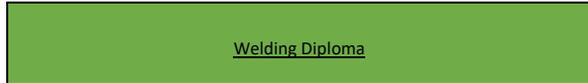
Spring Classes

Course Title	Start Date	Days	End Date
CAD 3D-NX	1/11/2021	M/W/F	4/30/2021
Geometric Dimensioning and Tolerancing	1/11/2021	T/TH	4/29/2021



Spring Classes

Course Title	Start Date	Days	End Date
Oxy-Acetylene Arc Welding	1/11/2021	M T W	4/30/2021
Print Reading and Welding Symbol Interpretations	1/11/2021	M T W	4/30/2021
Gas Metal Arc Welding	1/11/2021	W Th F	4/30/2021



Spring Classes

Course Title	Start Date	Days	End Date
Print Reading and Welding Symbol Interpretations	1/11/2021	T	4/30/2021
Gas Tungsten Arc Welding	1/11/2021	M/W/F	4/30/2021
Oxy-Acetylene Arc Welding	1/11/2021	TH	4/30/2021



Ladders to the following programs :

ch Diploma, Electronic Engineering AAS, Industrial Tech Diploma, Industrial Engineering AAS,
ems Diploma, Laser Systems Tech AAS, Robotics Systems Tech, Robotics Engineering AAS,
Renewable Energy AAS, Wind Turbine Tec Diploma

Following Diplomas and Certificates have multiple courses in program sequence:
and Cert, Electrical Diploma and Cert, and Plumbing Tech Diploma and Residential Plumbing Cert

Spring Classes

Course Title	Start Date	Days	End Date
Circuit Analysis I	1/11/2021	M/W/F M/W/F	4/30/2021
Technical Math	1/11/2021	T Th	4/30/2021

Ladders to the following programs :

ch Diploma, Electronic Engineering AAS, Industrial Tech Diploma, Industrial Engineering AAS,
ems Diploma, Laser Systems Tech AAS, Robotics Systems Tech, Robotics Engineering AAS,
Renewable Energy AAS, Wind Turbine Tec Diploma

Following Diplomas and Certificates have multiple courses in program sequence:
and Cert, Electrical Diploma and Cert, and Plumbing Tech Diploma and Residential Plumbing Cert

Spring Classes

Course Title	Start Date	Days	End Date
Circuit Analysis I	1/11/2021	M/W	4/30/2021
Equipment Safety and Operation	1/11/2021	T/Th	4/29/2021





Johnson Controls Fire Protection LP
 4829 S. 115th Street
 Omaha, NE 68137
 P: 402-541-7327
 F: 402-331-1022
www.johnsoncontrols.com

SALE AND INSTALLATION AGREEMENT

Customer # SR # JD Proposal #	966523 48508830	Salesperson: Name Phone # Email	Roger Nemec 402-541-7327 Roger.Nemec@jci.com	Date: 1/8/2021
Invoice To:	Shenandoah Community Schools 304 West Nishna Road Shenandoah IA 51602-2312		Site Location:	Shenandoah Community Schools 304 West Nishna Road Shenandoah IA 51601-2312 Rob Addy addy@shencsd.com

Johnson Controls Fire Protection LP ("Company"), for and in consideration of the prices herein named, proposes to furnish the work, and or materials hereinafter described, subject to the terms and conditions of this Agreement.

Scope of Work

Correct the deficiencies noted on the fire sprinkler inspection report by our inspector dated 1-8-21. Proposal price includes all labor, material, and equipment to complete the work described below. Proposal does not include applicable taxes, or overtime labor unless otherwise stated. Work to be completed during Johnson Controls normal working hours Monday- Friday; 7am-4pm and does not include nights or weekends.

1. Perform 5 yr maintenance per NFPA 25 on (1) wet sprinkler system which includes: replace the (1) gauge at the riser. Perform an internal inspection of any check valves installed in the system & in the sprinkler piping by opening a connection at the end of the main & by removing a sprinkler head toward the end of one line for the sprinkler system.

If you find the above acceptable, please sign & return via fax at 402-331-1022 or e-mail at roger.nemec@jci.com.

Prevailing Wage Required?	No
Certified Payroll Required?	No
Customer/Site Tax Exempt?	No

THIS QUOTATION AND ANY RESULTING CONTRACT SHALL BE SUBJECT TO THE GENERAL TERMS AND CONDITIONS ATTACHED HERETO.

Payment Terms: Net 30 Days	\$810.00	Eight Hundred Ten Dollars and No Cents
<input type="checkbox"/> Time & Material	<input type="checkbox"/> NTE <input type="text"/>	<input checked="" type="checkbox"/> Fixed Price
Sales Tax May Be Applied to Invoicing if Applicable		

CUSTOMER ACCEPTANCE : In accepting this Agreement, Customer agrees to the terms and conditions contained herein including those on the following page(s) of this Agreement and any attachments or riders attached hereto that contain additional terms and conditions. It is understood that these terms and conditions shall prevail over any variation in terms and conditions on any purchase order or other document that Customer may issue. Any changes in the system requested by Customer after the execution of this Agreement shall be paid for by the Customer and such changes shall be authorized in writing. **ATTENTION IS DIRECTED TO THE LIMITATION OF LIABILITY, WARRANTY, INDEMNITY AND OTHER CONDITIONS CONTAINED IN THIS AGREEMENT. This offer shall be void if not accepted in writing within thirty (30) days from the date first set forth above.**

Shenandoah Community Schools
 Name: _____
 Title: _____
 PO #: _____
 Signature: _____

Johnson Controls Fire Protection LP
 Roger Nemec
 402-541-7327
 Roger.Nemec@jci.com
Roger Nemec

TERMS AND CONDITIONS

1. Payment. Amounts are due upon receipt of the invoice and shall be paid by Company within 30 days. Invoicing disputes must be identified in writing within 21 days of the invoice date. Payments of any disputed amounts are due and payable upon resolution. All other amounts remain due within 30 days. Work performed on a time and material basis shall be at Company's then-prevailing rate for material, labor, and related items, in effect at the time supplied under this Agreement. Company shall invoice Customer for progress payments to 100% percent based upon equipment delivered or stored, and services performed. In the event project duration exceeds one month, Company reserves the right to submit partial invoices for progress payments for work completed at the project site. Customer agrees to pay any progress invoices in accordance with the payment terms set forth herein. In exchange for close-out documents to be provided by Company, Customer agrees to pay Company the remaining project balance when on-site labor is completed and prior to any final inspections. Customers without established satisfactory credit and Customers who fail to pay amounts when due may be required to make payments of cash in advance, upon delivery or as otherwise specified by Company. Company reserves the right to revoke or modify Customer's credit in its sole discretion. Customer's failure to make payment when due is a material breach of this Agreement and will give Company, without prejudice to any other right or remedy, the right to (a) stop performing any Services and/or withhold further deliveries of Equipment and other materials; terminate or suspend any unpaid software licenses; and/or terminate this Agreement; and (b) charge Customer interest on the amounts unpaid at a rate equal to the lesser of 1.5% per month or the maximum rate permitted under applicable law, until payment is made in full. Customer agrees to pay all of Company's reasonable collection costs, including legal fees and expenses.

2. Deposit. Customer agrees to pay a deposit equal to 30% of the project sell price (pre-tax) prior to Company providing any labor or materials on the project. Company will generate an invoice for the 30% deposit within three business days after Company's receipt of a written agreement or order from Customer. Company will not commence work until receipt of the deposit.

3. Pricing. The pricing set forth in this Agreement is based on the number of devices to be installed and services to be performed as set forth in the Scope of Work ("Equipment" and "Services"). If the actual number of devices installed or services to be performed is greater than that set forth in the Scope of Work, the price will be increased accordingly. If this Agreement extends beyond one year, Company may increase prices upon notice to the Customer. Customer agrees to pay all taxes, permits, and other charges, including but not limited to state and local sales and excise taxes, however designated, levied or based on the service charges pursuant to this Agreement. Prices in any quotation or proposal from Company are subject to change upon notice sent to Customer at any time before the quotation or proposal has been accepted. Prices for products covered may be adjusted by Company, upon notice to Customer at any time prior to shipment, to reflect any increase in Company's cost of raw materials (e.g., steel, aluminum) incurred by Company after issuance of Company's applicable proposal or quotation. Pricing for Equipment and material covered by this Agreement does not include any amounts for changes in taxes, tariffs, duties or other similar charges imposed and/or enacted by a government. At any time prior to shipment, Company shall be entitled to an increase in time and money for any costs that it incurs directly or indirectly that arise out of or relate to changes in taxes, tariffs, duties or similar charges due to such changes.

4. Alarm Monitoring Services. Any reference to alarm monitoring services in this Agreement is included for pricing purposes only. Alarm monitoring services are performed pursuant to the terms and conditions of Company's standard alarm monitoring services agreement.

5. Code Compliance. Company does not undertake an obligation to inspect for compliance with laws or regulations unless specifically stated in the Scope of Work. Customer acknowledges that the Authority Having Jurisdiction (e.g. Fire Marshal) may establish additional requirements for compliance with local codes. Any additional services or equipment required will be provided at an additional cost to Customer.

6. Limitation of Liability; Limitations of Remedy. It is understood and agreed by the Customer that Company is not an insurer and that insurance coverage shall be obtained by the Customer and that amounts payable to company hereunder are based upon the value of the services and the scope of liability set forth in this Agreement and are unrelated to the value of the Customer's property and the property of others located on the premises. Customer agrees to look exclusively to the Customer's insurer to recover for injuries or damage in the event of any loss or injury and that Customer releases and waives all right of recovery against Company

arising by way of subrogation. Company makes no guaranty or Warranty, including any implied warranty of merchantability or fitness for a particular purpose that equipment or services supplied by Company will detect or avert occurrences or the consequences therefrom that the equipment or service was designed to detect or avert. It is impractical and extremely difficult to fix the actual damages, if any, which may proximately result from failure on the part of Company to perform any of its obligations under this Agreement. Accordingly, Customer agrees that, Company shall be exempt from liability for any loss, damage or injury arising directly or indirectly from occurrences, or the consequences therefrom, which the equipment or service was designed to detect or avert. Should Company be found liable for any loss, damage or injury arising from a failure of the equipment or service in any respect, Company's liability shall be limited to an amount equal to the Agreement price (as increased by the price for any additional work) or where the time and material payment term is selected, Customer's time and material payments to Company. Where this Agreement covers multiple sites, liability shall be limited to the amount of the payments allocable to the site where the incident occurred. Such sum shall be complete and exclusive. In no event shall Company be liable for any damage, loss, injury, or any other claim arising from any servicing, alterations, modifications, changes, or movements of the Covered System(s) or any of its component parts by Customer or any third party. To the maximum extent permitted by law, in no event shall Company and its affiliates and their respective personnel, suppliers and vendors be liable to Customer or any third party under any cause of action or theory of liability, even if advised of the possibility of such damages, for any (a) special, incidental, consequential, punitive or indirect damages of any kind; (b) loss of profits, revenues, data, customer opportunities, business, anticipated savings or goodwill; (c) business interruption; or (d) data loss or other losses arising from viruses, ransomware, cyber-attacks or failures or interruptions to network systems. The limitations of liability set forth in this Agreement shall inure to the benefit of all parents, subsidiaries and affiliates of Company, whether direct or indirect, Company's employees, agents, officers and directors.

7. Reciprocal Waiver of Claims (SAFETY Act). Certain of Company's systems and services have received Certification and/or Designation as Qualified Anti-Terrorism Technologies ("QATT") under the Support Anti-terrorism by Fostering Effective Technologies Act of 2002, 6 U.S.C. §§ 441-444 (the "SAFETY Act"). As required under 6 C.F.R. 25.5 (e), to the maximum extent permitted by law, Company and Customer hereby agree to waive their right to make any claims against the other for any losses, including business interruption losses, sustained by either party or their respective employees, resulting from an activity resulting from an "Act of Terrorism" as defined in 6 C.F.R. 25.2, when QATT have been deployed in defense against, response to, or recovery from such Act of Terrorism.

8. General Provisions. Customer has selected the service level desired after considering and balancing various levels of protection afforded, and their related costs. All work to be performed by Company will be performed during normal working hours of normal working days (8:00 a.m. – 5:00 p.m., Monday through Friday, excluding Company holidays), as defined by Company, unless additional times are specifically described in this Agreement. Company will perform the services described in the Scope of Work section ("Services") for one or more system(s) or equipment as described in the Scope of Work section or the listed attachments ("Covered System(s)"). The Customer shall promptly notify Company of any malfunction in the Covered System(s) which comes to Customer's attention. This Agreement assumes the Covered System(s) are in operational and maintainable condition as of the Agreement date. If, upon initial inspection, Company determines that repairs are recommended, repair charges will be submitted for approval prior to any work. Should such repair work be declined Company shall be relieved from any and all liability arising therefrom. UNLESS OTHERWISE SPECIFIED IN THIS AGREEMENT, ANY INSPECTION (AND, IF SPECIFIED, TESTING) PROVIDED UNDER THIS AGREEMENT DOES NOT INCLUDE ANY MAINTENANCE, REPAIRS, ALTERATIONS, REPLACEMENT OF PARTS, OR ANY FIELD ADJUSTMENTS WHATSOEVER, NOR DOES IT INCLUDE THE CORRECTION OF ANY DEFICIENCIES IDENTIFIED BY COMPANY TO CUSTOMER. COMPANY SHALL NOT BE RESPONSIBLE FOR EQUIPMENT FAILURE OCCURRING WHILE COMPANY IS IN THE PROCESS OF FOLLOWING ITS INSPECTION TECHNIQUES, WHERE THE FAILURE ALSO RESULTS FROM THE AGE OR OBSOLESCENCE OF THE ITEM OR DUE TO NORMAL WEAR AND TEAR. THIS AGREEMENT DOES NOT

COVER SYSTEMS, EQUIPMENT, COMPONENTS OR PARTS THAT ARE BELOW GRADE, BEHIND WALLS OR OTHER OBSTRUCTIONS OR EXTERIOR TO THE BUILDING, ELECTRICAL WIRING, AND PIPING.

9. Customer Responsibilities. Customer shall furnish all necessary facilities for performance of its work by Company, adequate space for storage and handling of materials, light, water, heat, heat tracing, electrical service, local telephone, watchman, and crane and elevator service and necessary permits. Where wet pipe system is installed, Customer shall supply and maintain sufficient heat to prevent freezing of the system. Customer shall promptly notify Company of any malfunction in the Covered System(s) which comes to Customer's attention. This Agreement assumes any existing system(s) are in operational and maintainable condition as of the Agreement date. If, upon initial inspection, Company determines that repairs are recommended, repair charges will be submitted for approval prior to any work. Should such repair work be declined Company shall be relieved from any and all liability arising therefrom. Customer shall further:

- supply required schematics and drawings unless they are to be supplied by Company in accordance with this Agreement;
- Provide a safe work environment, in the event of an emergency or Covered System(s) failure, take reasonable safety precautions to protect against personal injury, death, and property damage, continue such measures until the Covered System(s) are operational, and notify Company as soon as possible under the circumstances.
- Provide Company access to any system(s) to be serviced,
- Comply with all laws, codes, and regulations pertaining to the equipment and/or services provided under this Agreement.

Customer is solely responsible for the establishment, operation, maintenance, access, security and other aspects of its computer network ("Network") and shall supply Company secure Network access for providing its services. Products networked, connected to the internet, or otherwise connected to computers or other devices must be appropriately protected by Customer and/or end user against unauthorized access. Customer is responsible to take appropriate measures, including performing back-ups, to protect information, including without limit data, software, or files (collectively "Data") prior to receiving the service or products.

10. Excavation. In the event the Work includes excavation, Customer shall pay, as an extra to the contract price, the cost of any additional work performed by Company due to water, quicksand, rock or other unforeseen condition or obstruction encountered or shoring required.

11. Structure and Site Conditions. While employees of Company will exercise reasonable care in this respect, Company shall be under no responsibility for loss or damage due to the character, condition or use of foundations, walls, or other structures not erected by it or resulting from the excavation in proximity thereto, or for damage resulting from concealed piping, wiring, fixtures, or other equipment or condition of water pressure. All shoring or protection of foundation, walls or other structures subject to being disturbed by any excavation required hereunder shall be the responsibility of Customer. Customer shall have all things in readiness for installation including, without limitation, structure to support the sprinkler system and related equipment (including tanks), other materials, floor or suitable working base, connections and facilities for erection at the time the materials are delivered. In the event Customer fails to have all things in readiness at the time scheduled for receipt of materials Customer shall reimburse Company for all expenses caused by such failure. Failure to make areas available to Company during performance in accordance with schedules that are the basis for Company's proposal shall be considered a failure to have things in readiness in accordance with the terms of this Agreement.

12. Confined Space. If access to confined space by Company is required for the performance of Services, Services shall be scheduled and performed in accordance with Company's then-current hourly rate.

13. Hazardous Materials. Customer represents that, except to the extent that Company has been given written notice of the following hazards prior to the execution of this Agreement, to the best of Customer's knowledge there is no:

- "permit confined space," as defined by OSHA,
- risk of infectious disease,
- need for air monitoring, respiratory protection, or other medical risk,
- asbestos, asbestos-containing material, formaldehyde or other potentially toxic or otherwise hazardous materials contained in or on the surface of the floors, walls, ceilings, insulation or other structural components of the building where work is required to be performed under this Agreement.

TERMS AND CONDITIONS CONTINUED

All of the above are hereinafter referred to as "Hazardous Conditions". Company shall have the right to rely on the representations listed above. If hazardous conditions are encountered by Company during the course of Company's work, the discovery of such materials shall constitute an event beyond Company's control and Company shall have no obligation to further perform in the area where the hazardous conditions exist until the area has been made safe by Customer as certified in writing by an independent testing agency, and Customer shall pay disruption expenses and re-mobilization expenses as determined by Company. This Agreement does not provide for the cost of capture, containment or disposal of any hazardous waste materials, or hazardous materials, encountered in any of the Covered System(s) and/or during performance of the Services. Said materials shall at all times remain the responsibility and property of Customer. Company shall not be responsible for the testing, removal or disposal of such hazardous materials.

14. OSHA Compliance. Customer shall indemnify and hold Company harmless from and against any and all claims, demands and/or damages arising in whole or in part from the enforcement of the Occupational Safety Health Act (and any amendments or changes thereto) unless said claims, demands or damages are a direct result of causes within the exclusive control of Company.

15. Interferences. Customer shall be responsible to coordinate the work of other trades (including but not limited to ducting, piping, and electrical) and for and additional costs incurred by Company arising out of interferences to Company's work caused by other trades.

16. Modifications and Substitutions. Company reserves the right to modify materials, including substituting materials of later design, providing that such modifications or substitutions will not materially affect the performance of the Covered System(s).

17. Changes, Alterations, Additions. Changes, alterations and additions to the Scope of Work, plans, specifications or construction schedule shall be invalid unless approved in writing by Company. Should changes be approved by Company, that increase or decrease the cost of the work to Company, the parties shall agree, in writing, to the change in price prior to performance of any work. However, if no agreement is reached prior to the time for performance of said work, and Company elects to perform said work so as to avoid delays, then Company's estimate as to the value of said work shall be deemed accepted by Customer. In addition, Customer shall pay for all extra work requested by Customer or made necessary because of incompleteness or inaccuracy of plans or other information submitted by Customer with respect to the location, type of occupancy, or other details of the work to be performed. In the event the layout of Customer's facilities has been altered, or is altered by Customer prior to the completion of the Work, Customer shall advise Company, and prices, delivery and completion dates shall be changed by Company as may be required.

18. Commodities Availability. Company shall not be responsible for failure to provide services, deliver products, or otherwise perform work required by this Agreement due to lack of available steel products or products made from plastics or other commodities. In the event Company is unable, after reasonable commercial efforts, to acquire and provide steel products, or products made from plastics or other commodities, if required to perform work required by this Agreement, Customer hereby agrees that Company may terminate the Agreement, or the relevant portion of the Agreement, at no additional cost and without penalty. Customer agrees to pay Company in full for all work performed up to the time of any such termination.

19. Project Claims. Any claim of failure to perform against Company arising hereunder shall be deemed waived unless received by Company, in writing specifically setting forth the basis for such claim, within ten (10) days after such claims arises.

20. Backcharges. No charges shall be levied against Company unless seventy-two (72) hours prior written notice is given to Company to correct any alleged deficiencies which are alleged to necessitate such charges and unless such alleged deficiencies are solely and directly caused by Company.

21. System Equipment. The purchase of equipment or peripheral devices (including but not limited to smoke detectors, passive infrared detectors, card readers, sprinkler system components, extinguishers and hoses) from Company shall be subject to the terms and conditions of this Agreement. If, in Company's sole judgment, any peripheral device or other system equipment, which is attached to the Covered System(s), whether provided by Company or a third party, interferes with the proper operation of the Covered System(s), Customer shall remove or replace such device or equipment promptly upon notice from Company. Failure of Customer to remove or replace the device shall constitute a material breach of this Agreement. If Customer adds any third party device or equipment to the Covered System(s), Company shall not be responsible for any damage to or failure of the Covered System(s) caused in whole or in part by such device or equipment.

22. Reports. Where inspection and/or test services are selected,

such inspection and/or test shall be completed on Company's then current Report form, which shall be given to Customer, and, where applicable, Company may submit a copy thereof to the local authority having jurisdiction. The Report and recommendations by Company are only advisory in nature and are intended to assist Customer in reducing the risk of loss to property by indicating obvious defects or impairments noted to the system and equipment inspected and/or tested. They are not intended to imply that no other defects or hazards exist or that all aspects of the Covered System(s), equipment, and components are under control at the time of inspection. Final responsibility for the condition and operation of the Covered System(s) and equipment and components lies with Customer.

23. Limited Warranty. Subject to the limitations below, Company warrants any equipment (as distinguished from the Software) installed pursuant to this Agreement to be free from defects in material and workmanship under normal use for a period of one (1) year from the date of first beneficial use or all or any part of the Covered System(s) or 18 months after Equipment shipments, whichever is earlier, provided however, that Company's sole liability, and Customer's sole remedy, under this limited warranty shall be limited to the repair or replacement of the Equipment or any part thereof, which Company determines is defective, at Company's sole option and subject to the availability of service personnel and parts, as determined by Company. Company warrants expendable items, including, but not limited to, video and print heads, television camera tubes, video monitor displays tubes, batteries and certain other products in accordance with the applicable manufacturer's warranty. Company does not warrant devices designed to fail in protecting the System, such as, but not limited to, fuses and circuit breakers. Company warrants that any Company software described in this Agreement, as well as software contained in or sold as part of any Equipment described in this Agreement, will reasonably conform to its published specifications in effect at the time of delivery and for ninety (90) days after delivery. However, Customer agrees and acknowledges that the software may have inherent defects because of its complexity. Company's sole obligation with respect to software, and Customer's sole remedy, shall be to make available published modifications, designed to correct inherent defects, which become available during the warranty period. If Repair Services are included in this Agreement, Company warrants that its workmanship and material for repairs made pursuant to this Agreement will be free from defects for a period of ninety (90) days from the date of furnishing. **EXCEPT AS EXPRESSLY SET FORTH HEREIN, COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE SERVICES PERFORMED OR THE PRODUCTS, SYSTEMS OR EQUIPMENT, IF ANY, SUPPORTED HEREUNDER.** Warranty service will be performed during Company's normal working hours. If Customer requests warranty service at other than normal working hours, service will be performed at Company's then current rates for after hours services. All repairs or adjustments that are or may become necessary shall be performed by and authorized representative of Company. Any repairs, adjustments or interconnections performed by Customer or any third party shall void all warranties. Company makes no and specifically disclaims all representations or warranties that the services, products, software or third party product or software will be secure from cyber threats, hacking or other similar malicious activity.

24. Indemnity. Customer agrees to indemnify, hold harmless and defend Company against any and all losses, damages, costs, including expert fees and costs, and expenses including reasonable defense costs, arising from any and all third party claims for personal injury, death, property damage or economic loss, including specifically any damages resulting from the exposure of workers to Hazardous Conditions whether or not Customer pre-notifies Company of the existence of said hazardous conditions, arising in any way from any act or omission of Customer or Company relating in any way to this Agreement, including but not limited to the Services under this Agreement, whether such claims are based upon contract, warranty, tort (including but not limited to active or passive negligence), strict liability or otherwise. Company reserves the right to select counsel to represent it in any such action.

25. Insurance. Customer shall name Company, its officers, employees, agents, subcontractors, suppliers, and representatives as additional insureds on Customer's general liability and auto liability policies.

26. Termination. Any termination under the terms of this Agreement shall be made in writing. In the event Customer terminates this Agreement prior to completion for any reason not arising solely from Company's performance or failure to perform, Customer understands and agrees that Company will incur costs of administration and preparation that are difficult to estimate or determine. Accordingly, should Customer terminate this Agreement as described above, Customer agrees to pay all charges incurred for products and

equipment installed and services performed, and in addition pay an amount equal to twenty (20%) percent of the price of products and equipment not yet delivered and Services not yet performed, return all products and equipment delivered and pay a restocking fee of twenty (20%) percent of the price of products or equipment returned. Company may terminate this Agreement immediately at its sole discretion upon the occurrence of any Event of Default as hereinafter defined. Company may also terminate this Agreement at its sole discretion upon notice to Customer if Company's performance of its obligations under this Agreement becomes impracticable due to obsolescence of equipment at Customer's premises or unavailability of parts.

27. Default. An Event of Default shall be (a) failure of Customer to pay any amount when due and payable, (b) abuse of the System or the Equipment, (c) dissolution, termination, discontinuance, insolvency or business failure of Customer. Upon the occurrence of an Event of Default, Company may pursue one or more of the following remedies: (i) discontinue furnishing Services and delivering Equipment, (ii) by written notice to Customer declare the balance of unpaid amounts due and to become due under this Agreement to be immediately due and payable; (iii) receive immediate possession of any Equipment for which Customer has not paid; (iv) proceed at law or equity to enforce performance by Customer or recover damages for breach of this Agreement, and (v) recover all costs and expenses, including without limitation reasonable attorneys' fees, in connection with enforcing or attempting to enforce this Agreement.

28. Exclusions. Unless expressly included in the Scope of Work, this Agreement expressly excludes, without limitation, testing inspection and repair of duct detectors, beam detectors, and UV/IR equipment; provision of fire watches; clearing of ice blockage; draining of improperly pitched piping; replacement of batteries; recharging of chemical suppression systems; reloading of, upgrading, and maintaining computer software; system upgrades and the replacement of obsolete systems, equipment, components or parts; making repairs or replacements necessitated by reason of negligence or misuse of components or equipment or changes to Customer's premises, vandalism, corrosion (including but not limited to micro-bacterially induced corrosion ("MIC")), power failure, current fluctuation, failure due to non-Company installation, lightning, electrical storm, or other severe weather, water, accident, fire, acts of God or any other cause external to the Covered System(s). Repair Services provided pursuant to this Agreement do not cover and specifically excludes system upgrades and the replacement of obsolete systems, equipment, components or parts. All such services may be provided by Company at Company's sole discretion at an additional charge. If Emergency Services are expressly included in the scope of work section, the Agreement price does not include travel expenses.

29. No Option to Solicit. Customer shall not, directly or indirectly, on its own behalf or on behalf of any other person, business, corporation or entity, solicit or employ any Company employee, or induce any Company employee to leave his or her employment, for a period of two years after termination of this Agreement.

30. Force Majeure; Delays. Company shall not be liable, nor in breach or default of its obligations under this Agreement, for delays, interruption, failure to render services, or any other failure by Company to perform an obligation under this Agreement, where such delay, interruption or failure is caused, in whole or in part, directly or indirectly, by a Force Majeure Event. A "Force Majeure Event" is a condition or event that is beyond the reasonable control of Company, whether foreseeable or unforeseeable, including, without limitation, acts of God, severe weather (including but not limited to hurricanes, tornados, severe snowstorms or severe rainstorms), wildfires, floods, earthquakes, seismic disturbances, or other natural disasters, acts or omissions of any governmental authority (including change of any applicable law or regulation), epidemics, pandemics, disease, viruses, quarantines, or other public health risks and/or responses thereto, condemnation, strikes, lock-outs, labor disputes, an increase of 5% or more in tariffs or other excise taxes for materials to be used on the project, fires, explosions or other casualties, thefts, vandalism, civil disturbances, insurrection, mob violence, riots, war or other armed conflict (or the serious threat of same), acts of terrorism, electrical power outages, interruptions or degradations in telecommunications, computer, network, or electronic communications systems, data breach, cyber-attacks, ransomware, unavailability or shortage of parts, materials, supplies, or transportation, or any other cause or casualty beyond

the reasonable control of Company. If Company's performance of the work is delayed, impacted, or prevented by a Force Majeure Event or its continued effects, Company shall be excused from performance under the Agreement. Without limiting the generality of the foregoing, if Company is delayed in achieving one or more of the scheduled milestones set forth in the Agreement due to a Force Majeure Event, Company will be entitled to extend the relevant completion date by the amount of time that Company was delayed as a result of the Force Majeure Event, plus such additional time as may be reasonably necessary to overcome the effect of the delay. To the extent that the Force Majeure Event directly or indirectly increases Company's cost to perform the services, Customer is obligated to reimburse Company for such increased costs, including, without limitation, costs incurred by Company for additional labor, inventory storage, expedited shipping fees, trailer and equipment rental fees, subcontractor fees or other costs and expenses incurred by Company in connection with the Force Majeure Event.

31. One-Year Claims Limitation; Choice of Law. No claim or cause of action, whether known or unknown, shall be brought against Company more than one year after the claim first arose. Except as provided for herein, Company's claims must also be brought within one year. Claims not subject to the one-year limitation include claims for unpaid: (a) contract amounts, (b) change order amounts (approved or requested) and (c) delays and/or work inefficiencies. The laws of Massachusetts shall govern the validity, enforceability, and interpretation of this Agreement.

32. Assignment. Customer may not assign this Agreement without

Company's prior written consent. Company may assign this Agreement to an affiliate without obtaining Customer's consent.

33. Entire Agreement. The parties intend this Agreement, together with any attachments or Riders (collectively the "Agreement") to be the final, complete and exclusive expression of their Agreement and the terms and conditions thereof. This Agreement supersedes all prior representations, understandings or agreements between the parties, written or oral, and shall constitute the sole terms and conditions of sale for all equipment and services. No waiver, change, or modification of any terms or conditions of this Agreement shall be binding on Company unless made in writing and signed by an Authorized Representative of Company.

34. Severability. If any provision of this Agreement is held by any court or other competent authority to be void or unenforceable in whole or in part, this Agreement will continue to be valid as to the other provisions and the remainder of the affected provision.

35. Legal Fees. Company shall be entitled to recover from the customer all reasonable legal fees incurred in connection with Company enforcing the terms and conditions of this Agreement.

36. Software and Digital Services. Use, implementation, and deployment of the software and hosted software products ("Software") offered under these terms shall be subject to, and governed by, Company's standard terms for such Software and Software related professional services in effect from time to time at <https://www.johnsoncontrols.com/techterms> (collectively, the "Software Terms"). Applicable Software Terms are incorporated herein by this reference. Other than the right to use the Software as

set forth in the Software Terms, Company and its licensors reserve all right, title, and interest (including all intellectual property rights) in and to the Software and improvements to the Software. The Software that is licensed hereunder is licensed subject to the Software Terms and not sold. If there is a conflict between the other terms herein and the Software Terms, the Software Terms shall take precedence and govern with respect to rights and responsibilities relating to the Software, its implementation and deployment and any improvements thereto.

37. License Information (Security System Customers): AL Alabama Electronic Security Board of Licensure 7956 Vaughn Road, Pmb 392, Montgomery, Alabama 36116 (334) 264-9388; AR Regulated by: Arkansas Board of Private Investigators And Private Security Agencies, #1 State Police Plaza Drive, Little Rock 72209 (501)618-8600; CA Alarm company operators are licensed and regulated by the Bureau of Security and Investigative Services, Department of Consumer Affairs, Sacramento, CA, 95814. Upon completion of the installation of the alarm system, the alarm company shall thoroughly instruct the purchaser in the proper use of the alarm system. Failure by the licensee, without legal excuse, to substantially commence work within 20 days from the approximate date specified in the agreement when the work will begin is a violation of the Alarm Company Act. NY Licensed by N.Y.S. Department of the State: TX Texas Commission on Private Security, 5805 N. Lamar Blvd., Austin, 78752-4422, 512-424-7710. License numbers available at www.johnsoncontrols.com or contact your local Johnson Controls office.



BLEACHERS

a proud brand of **FaciliServ**

Service & Repair Order Sheet

Facility Indoor & Outdoor Service & Repair Order Sheet

√ the end column for Services you would like completed

Report #	Facility	Area	Work needed	Price	√
20-80975SA	Shenandoah MS, Main Gym		Service and Inspection	Completed	
	Service and Inspection: (6) backstops			\$ 1,390	
	*Install (6) Basketball Backstop Safety Straps on retractable backstops			\$ 4,200	
20-80980SA	Shenandoah HS, Main Gym		Service and Inspection	Completed	
	Install (20) 6x12" BR Bulldog™ Drive Rollers to restore traction and straight, even operation			\$ 14,478	
	Service and Inspection: (6) backstops, (1) divider curtain			\$ 1,665	
20-80985	Shenandoah HS, Football Home		General service, check, adjust and tighten	\$ 1,925	
20-80990	Shenandoah HS, Football Visitor		General service, check, adjust and tighten	\$ 523	
Power Upgrades Available					
ADA: Add wheelchair spaces to meet requirements				Inquire	
				+ Lift Charge	\$ 300/day
				+ Mandatory Service Fee	\$ 934
TOTAL SERVICE & REPAIR*					

To complete your order please fill out the information below, sign and fax to our office as soon as possible at (877)-994-1715.

Shenandoah Community School District

304 West Nishna
Shenandoah, IA 51601

Purchase Order # _____

Date of acceptance: _____

Facility Representative Signature Print Name Title Date

BR Bleacher Representative Print Name Title Date

All prices quoted must be accepted in writing, purchase order or contract within 30 days of this report. Prices may be subject to change after 30 days.

***Prices for repairs and upgrades are contingent upon completion at time of service. If repairs and upgrades are not being completed with service, additional charges may apply.**

Overhead athletic equipment work may require a suitable lift. If your school has a lift that meets BR Bleachers' safety requirements and our use of same is approved by school, no additional charges will apply. If a suitable lift for a working height over 26' needs to be provided by BR Bleachers, additional fees may apply.

*If a specialized lift, scaffolding, and/or floor protective materials are needed, additional charges may apply.

*Safety strap standard installation/replacement only. Special or custom mounting needed may affect installed price.

*See Terms and Conditions