

Shenandoah Community School District Board of Directors
Shenandoah Administration Board Room
November 11, 2024 – 5:00 p.m.
Regular Meeting

Board Agenda

1. Call to Order
2. Roll Call and Determination of Quorum
3. Mission Statement: Read by Director Twyman
 - 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. Public Hearing – 2025-26 School Calendar
5. Welcome To Audience
6. Public Forum
7. Administrative Report
 - a. Recognition of Cross Country and Cheerleading Students Competing at State
8. Consent Agenda
 - a. Minutes
 - b. Treasurer's Report
 - i. Account Balances
 - ii. Unspent Authorized Budget Report
 - iii. Accounts Payable
 - c. Personnel Requests:

Contracts:
Kathryn Binau PS After School Care \$15.99/hr
Richard Foutch Van Driver \$17.02/hr; \$44.35/rt

Resignations:
Derek Hogue Custodial/Maintenance effective 10.30.24
Heather Mather Food Service effective 11.8.24
Holly Olson HS Associate effective immediately

Transfer:
Christine Mackey IGNITE Associate to
Online Enrollment and Student Support Specialist \$43,888

Volunteer Coach:
Devin Morelock Bowling
 - d. Fundraising Requests
*on attached sheet
 - e. Grant Requests
*on attached sheet
9. Action Items
 - a. Approve 2025-26 School Calendar
 - b. Approve Renewal of Cotton Gallery/Wal-Mart Agreement for the High School Apparel Program
 - c. Approve Proposal for Pre-Renovation Asbestos Survey with Atlas

- d. Approve Final Reading of Policies
 - i. 501.03 Compulsory Attendance
 - ii. Strike policy 501.9 Student Absences and related regulations
 - iii. 501.09 Chronic Absenteeism and Truancy
 - iv. Regulation 501.09 - R(1) Chronic Absenteeism and Truancy
- e. Annual Review of Policies
 - i. 104.1 Anti-Bullying/Anti-Harassment
 - ii. 104.E1 Complaint Form
 - iii. 105 Long Range Needs Assessment
 - iv. 105.R1 Long Range Needs Assessment Regulation
 - v. 505.9 Parent & Family Engagement Districtwide Policy
 - vi. 505.9R1 Building Level Regulation
 - vii. 506.1 Education Records Access
 - viii. 506.1E1 Request of Nonparent
 - ix. 506.1E2 Release Records
 - x. 506.1E3 Request for Hearing
 - xi. 506.1E4 Examination of Records
 - xii. 506.1E5 Transfer of Records
 - xiii. 506.1E6 Receipt of Subpoena
 - xiv. 506.1E7 Juvenile Justice Agency Information Sharing Agreement
 - xv. 506.1E8 Annual Notice
 - xvi. 506.1R1 Regulation
 - xvii. 506.2 Student Directory Information
 - xviii. 506.2E1 Release
 - xix. 506.2R1 Use of Information
 - xx. 506.4 Student Library Circulation Records
- f. Review and Strike Language Per Iowa Code 279.8
 - i. Policy 605.3
 - ii. Policy 605.3R1

10. Motion to go into Closed Session

As authorized by section 21.5 (1)(j) - to discuss the purchase or sale of particular real estate only where premature disclosure could be reasonably expected to increase the price the governmental body would have to pay for that property or reduce the price the governmental body would receive for that property.

11. Return to Open Session

12. Informational Items

Closed Session followed by Work Session – November 25, 2024 at 5:00 p.m.

Next Regular Meeting – December 9, 2024 at 5:00 p.m.

13. Adjournment

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

2025 - 2026 School Calendar

August '25						
Su	M	Tu	W	Th	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31				11	5	

September '25						
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28	29	30				
				21	21	

October '25						
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26	27	28	29	30	31	
				23	23	

November '25						
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30				18	17	
December '25						
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21	22	23	24	25^H	26	27
28	29	30	31			
				17	15	
January '26						
Su	M	Tu	W	Th	F	S
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25	26	27	28	29	30	31
				21	20	
February '26						
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22	23	24	25	26	27	28
				20	20	
March '26						
Su	M	Tu	W	Th	F	S
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22	23	24	25	26	27	28
29	30	31				
			17	17		
April '26						
Su	M	Tu	W	Th	F	S
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19	20	21	22	23	24	25
26	27	28	29	30		
				21	20	
May '26						
Su	M	Tu	W	Th	F	S
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17	18	19	20	21	22	23
24	25	26	27	28	29	30
31				20	19	
June '26						
Su	M	Tu	W	Th	F	S
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14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				
July '26						
Su	M	Tu	W	Th	F	S
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19	20	21	22	23	24	25
26	27	28	29	30	31	

	School Closed/ Holidays		Teacher in-Service Day (no school for students)
	Early Dismissal		First and Last Day of School - Early Dismissal
	Graduation		Conferences
	Flex Day		Teacher Compensation Day

Dates to Note

August 15-22	Professional Development (15 th is a flex day approved by the building administrator)
August 25	First Day of School - Altered Schedule
August 26	Altered Schedule
August 28	Early Dismissal Professional Development
September 1	No School - Labor Day
September 3, 10, 17, 24	Early Dismissal Professional Development
September 19	Early Dismissal Homecoming
October 1,8,15,22,29	Early Dismissal Professional Development
October 23	Parent-Teacher Conferences
October 24	No School, Staff Compensation Day
November 5,12,19	Early Dismissal Professional Development
November 26,27,28	No School, Thanksgiving Break
December 3,10,17	Early Dismissal Professional Development
December 19	End of Semester
December 22	Flex Day Approved by the Building Administrator
December 23-31	Winter Break
January 1-2	Winter Break
January 5	Second Semester Starts – 3 rd Quarter Starts
January 7,14,21,28	Early Dismissal Professional Development
January 19	Professional Development
February 4,11,18,25	Early Dismissal Professional Development
February 26	Parent-Teacher Conferences
February 27	No School, Staff Compensation Day
March 4,11,25	Early Dismissal Professional Development
March 16-20	Spring Break
April 1,8,15, 22, 29	Early Dismissal Professional Development
April 3	No School – Good Friday
May 6,13,20, 27	Early Dismissal Professional Development
May 24	High School Graduation 2:00 PM
May 28	Preschool Graduation and Early Dismissal Last Day of School
May 29	Staff Workday
June 1-30	Summer Sessions
July 6	No Programs, Independence Day
July 7-24	Summer Sessions
July 27-Aug. 3	Unified Iowa High School Activities Federation Non-Contact Period for Athletics

Shenandoah Community School District
Minutes of the Regular Meeting of the Board of Directors – October 14, 2024
Administration Board Room

Call to Order:

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

Roll Call:

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

Mission Statement:

The SCSD Mission Statement was read by Director Mason.

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.

Administrative Report:

Annual Report:

Superintendent Dr. Kerri Nelson shared with the board enrollment numbers for the current school year. She also went over free/reduced numbers, attendance percentages, bullying and harassment data and school performance numbers from last school year.

Hope Squad:

High School Principal Ty Ratliff, Bailey Campin and Natalie Denton gave a presentation on the Hope Squad Peer to Peer Suicide Prevention Program that is being developed in the district, along with the implementation timeline.

Consent Agenda:

Approve the consent agenda to include previous minutes, the financial accounts, the payment of bills, fundraising requests, grant requests, and out-of-state travel requests. Personnel Requests: Contracts: Shannah Alexander, Food Service - \$15.60/hr; Aaron Burdorf, MS Boys Basketball - \$2,935; Roy Nelson, JK-8 Associate - \$15.99/hr; Olivia Plowman, MS Cheer - \$1,258; Stephen Scamman, HS G Asst. Basketball - \$4,068.

Resignations: Kyle Wallace, MS Weights – effective 12.31.24, Asst. Track, Asst. Baseball, PT Custodian – effective immediately. Early Graduation Requests (December 2024 pending all requirements are met): Bailey Brown, Dayton Brown, Anthony Gomez, Marley Gray, Quintyn Gray, Sylvia Hennings, Madilyn Hill, Koryn Killerby, Alexis March, Jaykob Nelson, Syriaan Spann, Megan Synacek, Lacey Williams, Carys Woolsey. Motion to approve by Director Wooten, second by Director Van Der Vliet. Motion carried unanimously.

Action Items:

Approve Allowable Growth and Supplemental State Aid for Special Education Deficit in the amount of \$747,525.28:

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

Approve Remind App Quote:

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

Approve Purchase of the West ½ of 211 W. Sheridan Avenue from the City of Shenandoah for \$1.00:

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

Approve Bid for Security Equipment with RHT Technologies for \$249,377.20 (low bid):

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

Approve Snow Removal Bid:

Motion to approve bid with DLA Farms by Director Van Der Vliet, second by Director Wooten. Motion carried unanimously.

Approve C132-2019 Master SCSD Roof and HVAC Agreement:

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

Approve Second Reading of Policies 501.03 Compulsory Attendance, 501.09 Chronic Absenteeism and Truancy, 501.09-R(1) Chronic Absenteeism and Truancy, and Strike Policy 501.9 Student Absences and Related Regulations:

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

Set Public Hearing Date for November 11, 2024 at 5:00 p.m. for the 2025-26 School Calendar:

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

Discussion Item (possible action):

IGNITE Staffing:

Due to the increase in students in the IGNITE program, more staffing is needed. Director Van Der Vliet made a motion to approve hiring a full-time 12-month online enrollment specialist, seconded by Director Wooten.

Motion carried unanimously.

Informational Items:

Next Regular Meeting – November 11, 2024 at 5:00 pm

Adjournment:

Motion by Director Van Der Vliet, second by Director Wooten to adjourn the meeting at 6:02 pm. Motion carried unanimously.

Board Secretary

Board President

ACCOUNT	JULY	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER	JANUARY	FEBRUARY	MARCH	APRIL	MAY	JUNE
General Fund (10)												
Beg Balance Checking (BKIA 10)	-	(15,776.58)	3,858.95	23,492.64	10,113.96	-	-	-	-	-	-	-
Beg Balance PSF MED INS (BKIA 101)	17,457.17	34,415.79	46,836.53	57,329.28	69,028.30	-	-	-	-	-	-	-
Beg Balance PSF DNT INS (BKIA 102)	5,991.40	5,935.40	9,760.76	11,979.58	5,998.88	-	-	-	-	-	-	-
Beg Balance MS Concession (CASH)	210.00	210.00	210.00	210.00	210.00	-	-	-	-	-	-	-
Beg Balance Savings (BKIA 14)	72,926.41	(293,380.21)	94,024.82	593,063.52	2,380,604.93	-	-	-	-	-	-	-
Beg Balance Invest ISJIT (BKIA 110)	1,843,562.67	1,862,993.60	14,064.47	-	-	-	-	-	-	-	-	-
Revenues	78,231.31	61,372.98	2,144,363.91	3,038,948.32	-	-	-	-	-	-	-	-
Receivables	676,731.79	265,956.37	101,806.67	-	-	-	-	-	-	-	-	-
Expenditures	(306,052.63)	(486,045.64)	(1,722,929.65)	(1,260,697.81)	-	-	-	-	-	-	-	-
Payables	(794,660.12)	(1,266,926.18)	(5,921.44)	1,630.54	-	-	-	-	-	-	-	-
Prior Month's Adjustment	-	-	-	-	-	-	-	-	-	-	-	-
End Balance Checking (BKIA 10)	(15,776.58)	3,858.95	23,492.64	10,113.96	-	-	-	-	-	-	-	-
End Balance PSF MED INS (BKIA 101)	34,415.79	46,836.53	57,329.28	69,028.30	-	-	-	-	-	-	-	-
End Balance PSF DNT INS (BKIA 102)	5,935.40	9,760.76	11,979.58	5,998.88	-	-	-	-	-	-	-	-
End Balance MS Concession (CASH)	210.00	210.00	210.00	210.00	-	-	-	-	-	-	-	-
End Balance Savings (BKIA 14)	(293,380.21)	94,024.82	593,063.52	2,380,604.93	-	-	-	-	-	-	-	-
End Balance Invest ISJIT (BKIA 110)	1,862,993.60	14,064.47	-	-	-	-	-	-	-	-	-	-
Total General Fund	1,594,398.00	168,755.53	686,075.02	2,465,956.07	-	-	-	-	-	-	-	-
Check	1,594,398.00	168,755.53	686,075.02	2,465,956.07	2,465,956.07	-	-	-	-	-	-	-
Management Fund (22)												
Beg Balance Checking (BKIA 10)	2,473.93	(1,170.13)	2,973.40	2,017.75	2,549.28	-	-	-	-	-	-	-
Beg Balance Savings (BKIA 14)	54,091.93	11,275.52	8,637.44	45,666.30	163,730.69	-	-	-	-	-	-	-
Beg Balance Invest (BKIA 110)	876,973.60	876,973.60	476,973.60	408,654.57	410,257.81	-	-	-	-	-	-	-
Revenues	-	-	49,378.69	122,345.17	-	-	-	-	-	-	-	-
Receivables	4,818.39	-	-	-	-	-	-	-	-	-	-	-
Expenditures	(46,035.47)	(398,494.55)	(81,624.51)	(2,146.01)	-	-	-	-	-	-	-	-
Payables	(5,243.39)	-	-	-	-	-	-	-	-	-	-	-
End Balance Checking (BKIA 10)	(1,170.13)	2,973.40	2,017.75	2,549.28	-	-	-	-	-	-	-	-
End Balance Savings (BKIA 14)	11,275.52	8,637.44	45,666.30	163,730.69	-	-	-	-	-	-	-	-
End Balance Invest (BKIA 110)	876,973.60	476,973.60	408,654.57	410,257.81	-	-	-	-	-	-	-	-
Total Management Fund	887,078.99	488,584.44	456,338.62	576,537.78	-	-	-	-	-	-	-	-
Check	887,078.99	488,584.44	456,338.62	576,537.78	576,537.78	-	-	-	-	-	-	-
SAVE Fund (33)												
Beg Balance Checking (BKIA 10)	-	37.06	2,474.57	4,182.68	879.27	-	-	-	-	-	-	-
Beg Balance Savings (BKIA 14)	391,230.15	518,946.88	477,218.89	458,521.24	583,809.66	-	-	-	-	-	-	-
Beg Balance Invest (BKIA 110)	969,928.37	969,928.37	969,928.37	973,934.57	977,755.51	-	-	-	-	-	-	-
Revenues	-	128,272.01	105,372.36	139,122.97	-	-	-	-	-	-	-	-
Receivables	127,313.79	-	-	-	-	-	-	-	-	-	-	-
Expenditures	1,200.00	(167,562.49)	(118,355.70)	(13,317.02)	-	-	-	-	-	-	-	-
Payables	(760.00)	-	-	-	-	-	-	-	-	-	-	-
End Balance Checking (BKIA 10)	37.06	2,474.57	4,182.68	879.27	-	-	-	-	-	-	-	-
End Balance Savings (BKIA 14)	518,946.88	477,218.89	458,521.24	583,809.66	-	-	-	-	-	-	-	-
End Balance Invest (BKIA 110)	969,928.37	969,928.37	973,934.57	977,755.51	-	-	-	-	-	-	-	-
Total SAVE Fund	1,488,912.31	1,449,621.83	1,436,638.49	1,562,444.44	-	-	-	-	-	-	-	-
Check	1,488,912.31	1,449,621.83	1,436,638.49	1,562,444.44	1,562,444.44	-	-	-	-	-	-	-
ACCOUNT												
PPEL Fund (36)												
Beg Balance Checking (BKIA 10)	5,082.31	(27,930.73)	2,847.64	209.78	4,717.76	-	-	-	-	-	-	-
Beg Balance Savings (BKIA 14)	45,086.94	81,664.29	11,664.29	50,884.68	56,784.74	-	-	-	-	-	-	-
Beg Balance Invest (BKIA 110)	805,374.73	705,374.73	705,374.73	607,875.17	610,259.99	-	-	-	-	-	-	-
Revenues	-	-	32,324.03	78,357.91	-	-	-	-	-	-	-	-
Receivables	6,577.35	-	-	-	-	-	-	-	-	-	-	-
Expenditures	(72,953.82)	(34,046.03)	(93,241.06)	(65,565.05)	-	-	-	-	-	-	-	-
Payables	(30,059.22)	(5,175.60)	-	-	-	-	-	-	-	-	-	-
Prior Month's Adjustment	-	-	-	-	-	-	-	-	-	-	-	-
End Balance Checking (BKIA 10)	(27,930.73)	2,847.64	209.78	4,717.76	-	-	-	-	-	-	-	-
End Balance Invest (BKIA 14)	81,664.29	11,664.29	50,884.68	56,784.74	-	-	-	-	-	-	-	-
End Balance Savings (BKIA 110)	705,374.73	705,374.73	607,875.17	610,259.99	-	-	-	-	-	-	-	-

Total PPEL Fund		759,108.29	719,886.66	658,969.63	671,762.49								
	Check	759,108.29	719,886.66	658,969.63	671,762.49	671,762.49	-	-	-	-	-	-	-
Debt Service Fund (40)													
Beg Balance Fiscal Agent (BI)		-	-	-	-	-	-	-	-	-	-	-	-
Revenues		-	-	-	-	-	-	-	-	-	-	-	-
Expenditures		-	-	-	-	-	-	-	-	-	-	-	-
End Balance Fiscal Agent (BI)		-	-	-	-	-	-	-	-	-	-	-	-
Total Debt Service Fund		-	-	-	-	-	-	-	-	-	-	-	-
	Check	-	-	-	-	-	-	-	-	-	-	-	-
Nutrition Fund (61)													
Beg Balance Checking (BKIA 10)		85,903.21	64,922.52	593.18	173.08	6,972.24	-	-	-	-	-	-	-
Beg Balance Savings (BKIA 14)		78,761.41	100,377.58	19,968.32	19,993.29	19,187.20	-	-	-	-	-	-	-
Beg Balance Invest (BKIA 110)		76,719.80	76,719.80	206,719.80	207,573.64	208,387.99	-	-	-	-	-	-	-
Revenues		1,886.79	30,875.44	51,020.07	96,420.75	-	-	-	-	-	-	-	-
Receivables		24,737.18	-	-	-	-	-	-	-	-	-	-	-
Expenditures		(7,576.97)	(45,573.18)	(50,085.07)	(89,935.79)	-	-	-	-	-	-	-	-
Payables		(18,411.52)	(40.86)	(476.29)	322.46	-	-	-	-	-	-	-	-
Prior Month's Adjustment		-	-	-	-	-	-	-	-	-	-	-	-
End Balance Checking (BKIA 10)		64,922.52	593.18	173.08	6,972.24	-	-	-	-	-	-	-	-
End Balance Savings (BKIA 14)		100,377.58	19,968.32	19,993.29	19,187.20	-	-	-	-	-	-	-	-
End Balance Invest (BKIA 110)		76,719.80	206,719.80	207,573.64	208,387.99	-	-	-	-	-	-	-	-
Total Nutrition Fund		242,019.90	227,281.30	227,740.01	234,547.43	-	-	-	-	-	-	-	-
	Check	242,019.90	227,281.30	227,740.01	234,547.43	234,547.43	-	-	-	-	-	-	-
ChildCare Fund (62)													
Beg Balance Checking (BKIA 10)		11.42	11.42	11.42	18.67	264.44	-	-	-	-	-	-	-
Beg Balance Savings (BKIA 14)		3,505.64	3,505.64	3,505.64	5,161.17	5,982.18	-	-	-	-	-	-	-
Revenues		-	-	1,705.81	1,825.10	-	-	-	-	-	-	-	-
Expenditures		-	-	(43.03)	(758.32)	-	-	-	-	-	-	-	-
Payables		-	-	-	-	-	-	-	-	-	-	-	-
Prior Month's Adjustment		-	-	-	-	-	-	-	-	-	-	-	-
End Balance Checking (BKIA 10)		11.42	11.42	18.67	264.44	-	-	-	-	-	-	-	-
End Balance Savings (BKIA 14)		3,505.64	3,505.64	5,161.17	5,982.18	-	-	-	-	-	-	-	-
Total ChildCare Fund		3,517.06	3,517.06	5,179.84	6,246.62	-	-	-	-	-	-	-	-
	Check	3,517.06	3,517.06	5,179.84	6,246.62	6,246.62	-	-	-	-	-	-	-
CHKID=10 (BKIA GEN CHECKING)													
		20,093.56	12,759.16	30,094.60	25,496.95	-	-	-	-	-	-	-	-
CHKID=101 (BKIA PSF MEDICAL CHK)													
		34,415.79	46,836.53	57,329.28	69,028.30	-	-	-	-	-	-	-	-
CHKID=102 (BKIA PSF DENTAL CHK)													
		5,935.40	9,760.76	11,979.58	5,998.88	-	-	-	-	-	-	-	-
CHKID=110 (ISJIT - BKIA MM)													
		4,491,990.10	2,373,060.97	2,198,037.95	2,206,661.30	-	-	-	-	-	-	-	-
CHKID=14 (BKIA GEN MM)													
		422,389.70	615,019.40	1,173,290.20	3,210,099.40	-	-	-	-	-	-	-	-
GRAND TOTAL General/SAVE/PPEL/CN		4,974,824.55	3,057,436.82	3,470,731.61	5,517,284.83	-	-	-	-	-	-	-	-
ACCOUNT RECONCILIATION													
	JULY	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER	JANUARY	FEBRUARY	MARCH	APRIL	MAY	JUNE	
Bank Statement (BKIA) CHKID=10		20,093.56	20,345.33	38,026.04	82,220.00	-	-	-	-	-	-	-	-
Bank Statement (BKIA) CHKID=14		422,389.70	615,019.40	1,173,290.20	3,210,099.40	-	-	-	-	-	-	-	-
Bank Statement (BKIA) CHKID=101		34,415.79	47,445.53	58,022.28	69,672.30	-	-	-	-	-	-	-	-
Bank Statement (BKIA) CHKID=102		5,935.40	13,035.88	11,979.58	5,998.88	-	-	-	-	-	-	-	-
Bank Statement (ISJIT) CHKID=110		4,491,990.10	2,373,060.97	2,198,037.95	2,206,661.30	-	-	-	-	-	-	-	-
Less Outstanding Auto/Checks/Debits		-	(11,470.29)	(8,624.44)	(57,367.05)	-	-	-	-	-	-	-	-
Outstanding Deposits/GJE		-	-	-	-	-	-	-	-	-	-	-	-
Total Reconciliation		4,974,824.55	3,057,436.82	3,470,731.61	5,517,284.83	-	-	-	-	-	-	-	-
Amount Reconciliation Difference		-	-	-	-	-	-	-	-	-	-	-	-
Activity Fund (21)													
Beg Balance Checking (FNBC 40)		-	10,311.34	26.18	1,586.02	2,756.93	-	-	-	-	-	-	-
Beg Cash on Hand - Concession Bag		700.00	700.00	700.00	700.00	700.00	-	-	-	-	-	-	-
Beg Cash on Hand - Gate Bag		800.00	800.00	800.00	800.00	800.00	-	-	-	-	-	-	-
Beg Balance Savings (FNBC 44)		10,697.21	(3,041.53)	17,253.29	36,701.17	53,387.22	-	-	-	-	-	-	-
Beg Balance Invest (FNBC 111)		164,691.41	165,401.27	158,090.63	158,729.20	159,351.93	-	-	-	-	-	-	-
Revenues		7,677.24	14,937.70	40,092.12	52,314.74	-	-	-	-	-	-	-	-
Receivables		1,301.67	-	-	-	-	-	-	-	-	-	-	-

SHENANDOAH COMMUNITY SCHOOL			
UNSPENT AUTHORIZED BUDGET CALCULATION			
2024-2025			
	REGULAR PROGRAM DISTRICT COST	\$8,272,082.00	
+	REGULAR PROGRAM BUDGET ADJUSTMENT	\$0.00	
+	SUPPLEMENTARY WEIGHTING DISTRICT COST	\$105,651.00	
+	SPECIAL ED DISTRICT COST	\$1,160,283.00	
+	TEACHER SALARY SUMMPLEMENT DISTRICT COST	\$951,653.00	
+	PROF DEV SUPPLEMENT DISTRICT COST	\$81,113.00	
+	EARLY INTERVENTION SUPPL DISTRICT COST	\$94,312.00	
+	TEACHER LEADERSHIP SUPP DISTRICT COST	\$400,782.00	
+	AEA SPECIAL ED SUPPORT	\$412,536.00	
+	AEA SPECIAL ED SUPPORT ADJUSTMENT	\$0.00	
+	AEA MEDIA SERVICES	\$67,798.00	
+	AEA EDUCATIONAL SERVICES	\$74,959.00	
+	AEA SHARING DISTRICT COST	\$849.00	
+	AEA TEACHER SALARY SUPPL DISTRICT COST	\$42,365.00	
+	AEA PROF DEV SUPPL DISTRICT COST	\$0.00	
+	DROPOUT ALLOWABLE GROWTH	\$298,597.00	Required Local Match \$99,532
+	SBRC ALLOWABLE GROWTH OTHER #1	\$0.00	Inc. Enrollmnt, OE Out, and LEP
+	SBRC ALLOWABLE GROWTH OTHER #2	\$0.00	LEP
+	SPECIAL ED DEFICIT ALLOWABLE GROWTH	\$0.00	Estimated
-	SPECIAL ED POSITIVE BALANCE REDUCTION	\$0.00	
-	AEA SPECIAL ED POSITIVE BALANCE	\$0.00	
+	ALLOWANCE FOR CONSTRUCTION PROJECTS	\$0.00	
-	UNSPENT ALLOWANCE FOR CONSTRUCTION	\$0.00	
+	ENROLLMENT AUDIT ADJUSTMENT	-\$12,980.00	
-	AEA PRORATA REDUCTION	-\$70,938.00	\$527,569.00
=	MAXIMUM DISTRICT COST	\$11,879,062.00	11,879,062.00 -
+	PRESCHOOL FOUNDATION AID	\$215,310.00	
+	INSTRUCTIONAL SUPPORT AUTHORITY	\$615,774.00	
+	ED IMPROVEMENT AUTHORITY	\$0.00	
+	OTHER MISCELLANEOUS INCOME	\$2,300,000.00	Estimate on Budget Worksheet
+	UNSPENT AUTH BUDGET - PREVIOUS YEAR	\$2,965,000.00	Est.
=	MAXIMUM AUTHORIZED BUDGET	\$17,975,146.00	
-	EXPENDITURES	\$3,775,725.73	21.01%
=	UNSPENT AUTHORIZED BUDGET	\$14,199,420.27	
	EXPENDITURES	FY2025	FY2024 Actuals FY2024 Actuals
	JULY	\$306,052.63	\$174,957.97 \$174,957.97
	AUGUST	\$486,045.64	\$808,835.75 \$808,835.75
	SEPTEMBER	\$1,722,929.65	\$1,032,851.64 \$1,032,851.64
	OCTOBER	\$1,260,697.81	\$1,175,425.00 \$1,175,425.00
	NOVEMBER	\$0.00	\$0.00 \$1,655,108.08
	DECEMBER	\$0.00	\$0.00 \$1,158,031.33
	JANUARY	\$0.00	\$0.00 \$1,059,404.66
	FEBRUARY	\$0.00	\$0.00 \$1,405,279.86
	MARCH	\$0.00	\$0.00 \$1,442,052.05
	APRIL	\$0.00	\$0.00 \$1,089,576.77
	MAY	\$0.00	\$0.00 \$1,216,610.96
	JUNE	\$0.00	\$0.00 \$3,337,815.13
	TOTAL	\$3,775,725.73	\$3,192,070.36 \$15,555,949.20

SHENANDOAH COMMUNITY SCHOOL										
CALCULATION OF MISCELLANEOUS INCOME										
2024-2025										
	STATE AID/ SRCIPVR (CNI)	TLC/4 YR STATE AID/TSS/ EARLY INTER/PD/ TRANS EQ.	SPED DEFICIT SUPPLEMENTAL	AEA FLOWTHROUGH	PROPERTY TAX	INSTRUCTIONAL SUPPORT THRU	EXCISE TAXES UTILITY REPL.	** MISC	TOTAL REVENUE	
	Source Codes	Source CodeS	STATE AID	Source Code	Source Codes	INCOME SURTAXES	Source Codes	REVENUE	(Includes Flowthrough)	
	3111, 3112	3116, 3117, 3119	Source Code		1110-1119 &	Source Code				
	3801, 3803	3204, 3216, 3342, 3376	3113	3214	1191	1134	1170-1179			FY2024
JUL	-	-	-	-	-	-	-	78,231.31	78,231.31	12,534.98
AUG	-	-	-	-	-	-	-	61,372.98	61,372.98	32,624.10
SEP	601,461.00	174,223.00	-	441,915.00	870,400.89	-	-	56,364.02	2,144,363.91	1,596,787.56
OCT	601,461.00	174,223.00	-	-	2,127,407.89	-	74,607.65	61,248.78	3,038,948.32	2,183,462.47
NOV	-	-	-	-	-	-	-	-	-	1,552,552.38
DEC	-	-	-	-	-	-	-	-	-	895,329.09
JAN	-	-	-	-	-	-	-	-	-	1,077,408.85
FEB	-	-	-	-	-	-	-	-	-	1,439,755.27
MAR	-	-	-	-	-	-	-	-	-	1,132,121.41
APR	-	-	-	-	-	-	-	-	-	2,061,435.39
MAY	-	-	-	-	-	-	-	-	-	1,141,833.18
JUN	-	-	-	-	-	-	-	-	-	1,906,393.97
TOTAL	\$ 1,202,922.00	\$ 348,446.00	\$ -	\$ 441,915.00	\$ 2,997,808.78	\$ -	\$ 74,607.65	\$ 257,217.09	\$ 5,322,916.52	\$15,032,238.65

Function Part 1

Function	Part 1	Revised Budget	Expended During Month	Expenditures to Date	% of Budget	Balance at EOM	A/ P Outstanding	P/ O Outstanding	Unencumbered Balance
08	GOVERNMENTAL LONG TERM FIXED ASSETS								
1000	INSTRUCTION	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2000	2000	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
4000	FACILITIES ACQUISITION & CONSTRUCTION	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
08	GOVERNMENTAL LONG TERM FIXED ASSETS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
10	GENERAL FUND								
1000	INSTRUCTION	10,574,669.45	759,079.18	1,787,636.91	17.14	8,787,032.54	16,506.80	8,366.42	8,762,159.32
2000	2000	5,595,004.60	501,618.63	1,546,173.82	32.68	4,048,830.78	180,908.06	101,529.34	3,766,393.38
4000	FACILITIES ACQUISITION & CONSTRUCTION	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
6000	6000	627,640.23	0.00	441,915.00	70.41	185,725.23	0.00	0.00	185,725.23
10	GENERAL FUND	16,797,314.28	1,260,697.81	3,775,725.73	24.31	13,021,588.55	197,414.86	109,895.76	12,714,277.93
21	ACTIVITY FUND								
1000	INSTRUCTION	313,334.32	33,797.60	70,007.52	24.86	243,326.80	4,970.93	2,923.12	235,432.75
2000	2000	0.00	37.45	37.45	0.00	(37.45)	0.00	0.00	(37.45)
6000	6000	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
21	ACTIVITY FUND	313,334.32	33,835.05	70,044.97	24.87	243,289.35	4,970.93	2,923.12	235,395.30
22	MANAGEMENT FUND								
1000	INSTRUCTION	274,823.56	2,146.01	129,111.83	51.63	145,711.73	12,772.00	0.00	132,939.73
2000	2000	452,745.92	0.00	399,188.71	105.73	53,557.21	0.00	79,478.50	(25,921.29)
3000	3000	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
6000	6000	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
22	MANAGEMENT FUND	727,569.48	2,146.01	528,300.54	85.29	199,268.94	12,772.00	79,478.50	107,018.44
33	SAVE(SECURE AN ADVANCED VISION FOR ED.								
1000	INSTRUCTION	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2000	2000	104,325.39	0.00	(1,200.00)	(1.07)	105,525.39	0.00	87.99	105,437.40
4000	FACILITIES ACQUISITION & CONSTRUCTION	597,898.59	13,317.02	298,735.21	49.96	299,163.38	0.00	0.00	299,163.38
5000	DEBT SERVICE	1,727.68	0.00	500.00	28.94	1,227.68	0.00	0.00	1,227.68
6000	6000	1,001,538.68	0.00	0.00	0.00	1,001,538.68	0.00	0.00	1,001,538.68
33	SAVE(SECURE AN ADVANCED VISION FOR ED.)	1,407,455.13	13,317.02	298,035.21	17.48	1,407,455.13	0.00	87.99	1,407,367.14
36	PHYSICAL PLANT & EQUIPMENT								
1000	INSTRUCTION	0.00	0.00	10,263.00	0.00	(10,263.00)	0.00	0.00	(10,263.00)
2000	2000	826,216.40	42,424.16	210,489.82	29.69	615,726.58	6,000.00	28,828.83	580,897.75
3000	3000	43,639.17	0.00	0.00	0.00	43,639.17	0.00	0.00	43,639.17
4000	FACILITIES ACQUISITION & CONSTRUCTION	158,171.48	23,140.89	45,053.14	31.61	113,118.34	4,950.00	0.00	108,168.34
6000	6000	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
36	PHYSICAL PLANT & EQUIPMENT	1,028,027.05	65,565.05	265,805.96	29.73	762,221.09	10,950.00	28,828.83	722,442.26
40	DEBT SERVICE								
2000	2000	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
5000	DEBT SERVICE	1,001,538.68	0.00	0.00	0.00	1,001,538.68	0.00	0.00	1,001,538.68
6000	6000	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Function Part 1		Revised Budget	Expended During Month	Expenditures to Date	% of Budget	Balance at EOM	A/ P Outstanding	P/ O Outstanding	Unencumbered Balance
40	DEBT SERVICE	1,001,538.68	0.00	0.00	0.00	1,001,538.68	0.00	0.00	1,001,538.68
61	SCHOOL NUTRITION FUND								
2000	2000	4,380.27	0.00	0.00	0.00	4,380.27	0.00	0.00	4,380.27
3000	3000	925,956.93	89,935.79	193,171.01	20.98	732,785.92	1,015.00	107.36	731,663.56
6000	6000	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
61	SCHOOL NUTRITION FUND	930,337.20	89,935.79	193,171.01	20.88	737,166.19	1,015.00	107.36	736,043.83
62	CHILDCARE FUND								
1000	INSTRUCTION	17,743.70	758.32	801.35	4.52	16,942.35	0.00	0.00	16,942.35
62	CHILDCARE FUND	17,743.70	758.32	801.35	4.52	16,942.35	0.00	0.00	16,942.35
81	TRUST FUNDS NON EXPENDABLE								
1000	INSTRUCTION	4,643.17	0.00	1,750.00	37.69	2,893.17	0.00	0.00	2,893.17
6000	6000	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
81	TRUST FUNDS NON EXPENDABLE	4,643.17	0.00	1,750.00	37.69	2,893.17	0.00	0.00	2,893.17
91	AGENCY FUND								
1000	INSTRUCTION	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2000	2000	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
91	AGENCY FUND	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Grand Total:		22,525,998.22	1,466,255.05	5,133,634.77	24.78	17,392,363.45	227,122.79	221,321.56	16,943,919.10

MONTHLY BOARD VENDOR BILLS

Vendor Name	Invoice Detail Amount	Invoice Detail Description
Checking Account ID 10	Fund Number 10	GENERAL FUND
402 ARTS COLLECTIVE	\$ 2,093.80	FOUNDATION GRANT SUPPLIES
95% GROUP INC.	\$ 7,164.20	EARLY READER TEXTBOOKS
ACER SERVICE CORPORATION	\$ 127.56	TECH REPAIR & MAINTENANCE SUPPLIES
AGPARTS WORLDWIDE, INC.	\$ 229.55	TECH REPAIR & MAINTENANCE SUPPLIES
AHLERS & COONEY PC	\$ 696.00	LAWYER
ALEX DAILEY	\$ 31.50	BUS DRIVER CDL PAID BY DISTRICT
AMAZON.COM SALES INC.	\$ 2,569.69	SUPPLIES
BA MARKETING & PUBLICITY, LLC	\$ 54.00	DISTRICT WIDE SUPPLIES
CDW GOVERNMENT	\$ 897.90	TECH REPAIR & MAINTENANCE SUPPLIES
CENEX FLEET FUELING	\$ 3,783.97	FUEL
CENTURYLINK	\$ 524.84	TELEPHONE
CHAT MOBILITY	\$ 486.12	TELEPHONE
CHIEF ARCHITECT	\$ 459.95	HS PD GENERAL SUPPLIES
CITY OF SHENANDOAH	\$ 7,229.99	WATER-SEWER
COLUMN SOFTWARE PBC	\$ 505.76	BOARD NEWSPAPER ADVERTISING
CORNHUSKER INTERNATIONAL TRUCKS	\$ 149.70	TRANSPORTATION REPAIR PARTS
CORNING RENTAL	\$ 203.00	MAINTENANCE RENTAL OF EQUIPMENT
CULLIGAN WATER	\$ 425.47	MAINTENANCE SUPPLIES
DAMYN ROBERTS	\$ 47.50	BUS DRIVER CDL PAID BY DISTRICT
DEMCO	\$ 1,085.51	LIBRARY SUPPLIES
DISCOUNT SCHOOL SUPPLY	\$ 788.99	SUPPLIES
DONOVAN GROUP I	\$ 2,500.00	ADVERTISING
EGAN SUPPLY	\$ 5,286.98	BUILDINGS/GROUNDS CUSTODIAL SUPPLIES
FAMILY CAREER & COMMUNITY LEADERS OF	\$ 233.00	DUES
FAREWAY STORES	\$ 261.91	SUPPLIES
GLASS GUY, THE	\$ 2,937.30	MAINTENANCE BUILDING REPAIR SUPPLIES
GLENWOOD CSD	\$ 7,533.24	PURCHASE EDUCATIONAL/L3 INDICATED
HD SUPPLY	\$ 7,417.68	MAINTENANCE CLEANING SUPPLIES
HEARTLAND AREA EDUCATION AGENCY	\$ 78.00	MS PRINCIPAL SUPPLIES
HOBART SALES & SERVICE	\$ 1,547.72	MAINTENANCE BUILDING REPAIR SUPPLIES
HOPE SQUAD, INC.	\$ 8,000.00	FOUNDATION GRANTS SUPPLIES
HOUGHTON MIFFLIN	\$ 159.18	MIDDLE SCHOOL INST SOFTWARE
HY-VEE	\$ 84.97	SUPPLIES
IAMO COMMUNICATIONS	\$ 30.00	NETWORK SUPPORT INTERNET ACCESS
IOWA COMMUNICATIONS NETWORK	\$ 179.15	TELEPHONE/ICN
ISFIS	\$ 95.00	NON INSTRUCTION STAFF WORKSHOPS
JB PARTS & SUPPLY	\$ 122.35	MAINTENANCE SUPPLIES
JB PARTS AND SUPPLY	\$ 96.79	HS AUTO TECH SUPPLIES
JOHN GOWING PLUMBING AND HEATING	\$ 175.00	MAINTENANCE BUILDING REPAIR SUPPLIES
JOHNSON CONTROLS	\$ 761.28	MAINTENANCE BUILDING REPAIR SUPPLIES
JOSTENS	\$ 1,179.70	COMMENCEMENT
JW PEPPER & SON	\$ 764.30	MS VOCAL MUSIC SUPPLIES
KNOWBE4	\$ 302.10	SOFTWARE
LAKESHORE LEARNING MATERIALS	\$ 1,136.12	SUPPLIES
LAWN WORLD	\$ 300.00	MAINTENANCE LAWN CARE-CONTRACT
LEARNING WITHOUT TEARS	\$ 816.75	SUPPLIES
MENARDS	\$ 53.88	HS IND ARTS RESALE INVENTORY
MID-AMERICAN RESEARCH CHEMICAL	\$ 1,122.62	BUILDINGS/GROUNDS CUSTODIAL SUPPLIES
MID-IOWA SCHOOL IMPROVEMENT	\$ 200.00	MS PD WORKSHOP/CONFERENCE
MIDAMERICAN ENERGY	\$ 14,337.24	UTILITIES-ELECTRICITY
MIDWEST BUS PARTS, INC.	\$ 150.75	TRANSPORTATION REPAIR PARTS
MILLER BUILDING	\$ 1,031.48	SUPPLIES
MITEL NET SOLUTIONS	\$ 731.66	TELEPHONE
OMAHA PERFORMING ARTS	\$ 658.75	CONOVER GRANT SUPPLIES
PAGE COUNTY LANDFILL ASSOCIATION	\$ 250.00	MAINTENANCE GARBAGE COLLECTION
PAPER TRAIL	\$ 149.00	MS GENERAL ED SUPPLIES
PERFECTION LEARNING	\$ 738.87	MS LIBRARY SUPPLIES/MS MEDIA CENTER
PETERSEN AUTO	\$ 4,173.84	VEHICLE REPAIR SERVICES
PLANK ROAD PUBLISHING	\$ 150.45	ELEM VOCAL MUSIC SUPPLIES
PLUNKETT'S PEST CONTROL	\$ 461.87	MAINTENANCE PEST CONTROL CONTRACT
REALLY GREAT READING	\$ 100.80	MS SPED LVL I TEXTBOOKS
RELAYHUB LLC	\$ 26.93	MEDICAID BILLING SERVICES
RHT TECHNOLOGIES, LLC	\$ 160,378.91	HOMELAND SECURITY GRANT SUPPLIES
RIEMAN MUSIC DES MOINES	\$ 10,785.00	INSTRUMENTS/SUPPLIES
ROCSTOP CARDTROL	\$ 4,988.50	TRANSPORTATION DIESEL
SAPP BROS.	\$ 185.50	TRANSPORTATION SUPPLIES
SHELTON, PAULA	\$ 85.00	ESL PURCHASE OF SERVICE
SHENANDOAH ACTIVITY FUND	\$ 50.00	IGNITE SUPPLIES
SHENANDOAH SANITATION	\$ 1,984.46	MAINTENANCE GARBAGE COLLECTION
SHENANDOAH SCHOOL LUNCH	\$ 447.41	EL PRINCIPAL SUPPLIES
SOUTHWEST IOWA APPLIANCE, LLC	\$ 438.38	MAINTENANCE BUILDING REPAIR SUPPLIES
SOUTHWESTERN COMM COLLEGE	\$ 198.90	TUITION-COMMUNITY COLLEGES

STAPLES ADVANTAGE	\$	165.61	MAINTENANCE SUPPLIES
SWIFT SERVICES LLC	\$	574.90	NETWORK SUPPORT INTERNET ACCE
TRUCK CENTER COMPANIES	\$	66.87	TRANSPORTATION REPAIR PARTS
UNIFORMS TODAY LLC	\$	691.20	FCCLA SUPPLIES
UPS	\$	192.74	SHIPPING
US CELLULAR	\$	479.06	NETWORK SUPPORT INTERNET ACCE
WALLIN PLUMBING & HEATING	\$	316.71	MAINTENANCE BUILDING REPAIR SE
WILSON INSURANCE AGENCY	\$	3,871.38	MAY MENTORING GENERAL LIABILI
Fund Number 10	\$	281,792.19	
Checking Account ID 10	Fund Number 22		MANAGEMENT FUND
WILSON INSURANCE AGENCY	\$	12,772.00	WORKER COMPENSATION
Fund Number 22	\$	12,772.00	
Checking Account ID 10	Fund Number 33		SAVE (SECURE AN ADVANCED VI
			FOR ED.
METEOR EDUCATION, LLC	\$	18,476.78	FURNITURE & FIXTURES
Fund Number 33	\$	18,476.78	
Checking Account ID 10	Fund Number 36		PHYSICAL PLANT & EQUIPMENT
ACER SERVICE CORPORATION	\$	4,178.14	TECH RELATED SUPPLIES
BLUPOINTE DRS	\$	750.00	TECH RELATED SOFTWARE
CITY OF SHENANDOAH	\$	54.78	STUDENT HOUSING PROJECT
JOHNSON CONTROLS	\$	4,746.60	OTHER PURCHASED PROPERTY SERVI
MIDAMERICAN ENERGY	\$	20.57	STUDENT HOUSING PROJECT
MILLER BUILDING	\$	5,533.82	STUDENT HOUSING PROJECT
POWERSCHOOL GROUP LLC	\$	1,547.95	TECH RELATED SOFTWARE
REMIND	\$	6,000.00	TECH RELATED SOFTWARE
WALLIN PLUMBING & HEATING	\$	575.22	STUDENT HOUSING PROJECT
WELLS FARGO FINANCIAL LEASING	\$	4,503.16	COPIER LEASE
Fund Number 36	\$	27,910.24	
Checking Account ID 10	Fund Number 61		SCHOOL NUTRITION FUND
FAREWAY STORES	\$	186.97	FOOD/SUPPLIES
HEARTLAND SCHOOL SOLUTIONS	\$	1,015.00	SOFTWARE
HY-VEE	\$	463.16	FOOD/SUPPLIES
MARTIN BROS DIST	\$	36,267.88	FOOD/SUPPLIES
RAPIDS WHOLESALE	\$	99.45	SCHOOL LUNCH PROGRAM SUPPLIES
Fund Number 61	\$	38,032.46	
Checking Account ID 10	\$	378,983.67	
Checking Account ID 40	Fund Number 21		ACTIVITY FUND
AMAZON.COM SALES INC.	\$	305.46	SUPPLIES
B & H PHOTO	\$	236.04	HS DRAMA SUPPLIES
BECHLER ENTERPRISES LLC	\$	400.00	SUPPLIES/GENERAL ATHLETICS
BPEI	\$	540.00	STUDENT ENTRY & REGISTRATION I
BRYAN (ANDY) REGAN	\$	200.00	MS GENERAL ATHLETICS OFFICIAL
CITY OF SHENANDOAH	\$	5,159.37	SUPPLIES/GENERAL ATHLETICS
CLAYTON LONG	\$	150.00	GENERAL ATHLETICS OFFICIAL
CODY RICE	\$	44.00	GENERAL ATHLETIC WORKERS
CORNING RENTAL	\$	110.00	MS MUSICAL SUPPLIES
COUNTY LINE DESIGN	\$	1,226.00	SUPPLIES
CRAIG GARDNER	\$	44.00	GENERAL ATHLETIC WORKERS
DAIRY SCIENCE CLUB AT ISU	\$	90.00	REGISTRATION/FFA
DENNY HOWARD	\$	44.00	GENERAL ATHLETIC WORKERS
DON'S JOHNS & SEPTIC PUMPING	\$	182.00	SUPPLIES/GENERAL ATHLETICS
DOUG MAHER	\$	120.00	GENERAL ATHLETICS OFFICIAL
ERIK GRUDLE	\$	150.00	GENERAL ATHLETICS OFFICIAL
FAREWAY STORES	\$	2,028.81	MUSTANG FIELD CONCESSION SUPPI
GAME ONE	\$	457.80	SUPPLIES/SHEN GIRLS XC
GREG PULLIAM	\$	100.00	MS GENERAL ATHLETICS OFFICIAL
IGCA	\$	60.00	SUPPLIES/GENERAL ATHLETICS
IOWA CHEERLEADING COACHES	\$	20.00	REGISTRATION/CHEERLEADERS
IOWA FFA ASSOCIATION	\$	140.00	REGISTRATION/FFA
JENNIFER LEWIS	\$	130.00	SUPPLIES/GENERAL ATHLETICS
JOHN LONG	\$	150.00	GENERAL ATHLETICS OFFICIAL
JOHN NAHNSEN	\$	120.00	GENERAL ATHLETICS OFFICIAL
JULIE WOLF	\$	22.00	GENERAL ATHLETIC WORKERS
KEARI BEBOUT	\$	22.00	GENERAL ATHLETIC WORKERS
LITTLE WAITE LANES	\$	81.00	SUPPLIES/GENERAL ATHLETICS
MATT HOBBIE	\$	200.00	MS GENERAL ATHLETICS OFFICIAL
MILLER BUILDING	\$	32.97	SUPPLIES/GENERAL ATHLETICS
NATIONAL FFA ORGANIZATION	\$	692.82	HS SUPPLIES/FFA
NELSON ACRES	\$	137.00	MAY MENTORING ACT. STUD& STAFF
NORTHWEST BANK/KAYLA MICHAELSON	\$	60.00	TRAVEL/GENERAL ATHLETICS
OSBORN, CURTIS	\$	100.00	MS GENERAL ATHLETICS OFFICIAL
PETER JOHNSON	\$	150.00	GENERAL ATHLETICS OFFICIAL
PRESTON ROBBIE MACE	\$	200.00	MS GENERAL ATHLETICS OFFICIAL
RAY LILES	\$	44.00	MS GENERAL ATHLETIC WORKERS
RENEE KETTWICK	\$	120.00	MS GENERAL ATHLETICS OFFICIAL
RIEMAN MUSIC DES MOINES	\$	140.10	SUPPLIES/MS MARCHING MUSTANGS
ROCSTOP - FOOD	\$	1,116.00	SUPPLIES/CONCESSIONS

SCALES SALES & SERVICE	\$	205.00	SUPPLIES/GENERAL ATHLETICS
SHARI FOOTE	\$	44.00	GENERAL ATHLETIC WORKERS
STEVE UHLENKAMP	\$	150.00	GENERAL ATHLETICS OFFICIAL
SWEETWATER	\$	374.98	SUPPLIES/GENERAL ATHLETICS
TARPS & TIE-DOWNS	\$	226.03	SUPPLIES/GENERAL ATHLETICS
TODD WALLINGER	\$	90.00	SUPPLIES/SHS SPEECH CLUB
TOM OLSON	\$	100.00	GENERAL ATHLETICS OFFICIAL
TRITON CHEER	\$	360.00	REGISTRATION/CHEERLEADERS
WEST MUSIC	\$	118.65	SUPPLIES/SHEN SINGERS
Fund Number 21	\$	16,994.03	
Checking Account ID 40	\$	16,994.03	

First Name	Last Name	Organization	Start Date	End Date	Name of Fundraiser	What specific funds will be used for	Percentage of profit	Population
Daniel	Autry	BPA	10/21/2024	10/31/2024	Candy Cauldrons	To assist in paying for hotels and travel for BPA Competitions	50%	Students
Daniel	Autry	BPA	12/16/2024	12/20/2024	BPA Holiday Raffle	Travel expenses accrued during competitions	50%	Students
Kyle	Wallace	Shenandoah HS Football	11/2/2025	11/2/2024	Shen FB Junk Removal Fundraiser	Football Booster Club account- raising money towards alternative uniforms.	100	Other
Todd	McGinnis	Wrestling	12/20/2024	12/20/2024	Bank Iowa Pins and Nebel Construction TD's	Equipment, pre-meet meals, camps	100%	Local or Regional Businesses
Darin	Pease	High School Bowling	11/11/2024	12/3/2024	Butter Braid Pastry Program	Equipment, cleaners, powders, travel, normal day to day	33% to 40% depending on sales	Staff or General Public

First Name	Last Name	Grant Name	Amount Requested	What funds will be used for
Linda	Andersen	SIEF Grant	\$ 645.00	Adult and Infant Manikins
Dan/Jordan	Autry/Nuttall	SIEF Grant	\$ 1,508.97	Collaborative Printing in Color

CONSENT FORM

For Sale of Product at Wal-Mart Stores

School Granting Consent Shenandoah Comm. School District
Address 304 W. Nishna Rd
City, State Zip Shenandoah, IA 51601

Dear Administrator,

This consent form confirms that you are granting Wal-Mart Stores, Inc. the non-exclusive right to sell Apparel which bears your school name and logos (including Trademarks and/or Copyrighted Material) at Store Nos. 1683, _____ and _____ (store numbers will be filled in by Cotton Gallery)

For good and valuable consideration, including the promotion of school spirit, community pride, goodwill and royalty payments receipt of which is acknowledged, you hereby grant Wal-Mart the non-exclusive right and Cotton Gallery, Ltd., the license to manufacture and/or sell Apparel bearing your school's name and logos (including Trademarks or Copyrighted Material.) The Cotton Gallery will pay the school named above an 8% royalty on the net gross sale price of the item sold. The royalty shall be paid on a quarterly basis. The quality of such Apparel shall be high. Such right will continue until December 31, 2028 and can only be extended beyond 2028 with permission from _____.

The school may upon official written notice cancel this contract effective 30 days after the date of the written notice during the term of this agreement.

Please take a moment to fill in the blanks below:

School colors Maroon & White
School mascot Mustangs & Fillies

Sincerely,
Tim Loesche
President-Cotton Gallery Ltd.
799 44th St
Marion, IA 52302
Phone: 1-800-211-9321

Please indicate your agreement by signing below.

By: _____ (signature) _____ (print)
Its: _____ (title) Date: _____
Phone number: _____
Email: _____

Please fax back to 319-377-6747 or scan and email to ehubbell@cottongallery.com.



November 1, 2024

C/O Ms. Cindy Larson
Shenandoah Community School District
304 West Nishna Road
Shenandoah, Iowa 51601
Email: clarson@carlanelsonco.com

Subject: Proposal for Pre-Renovation Asbestos Survey
Shenandoah Middle School
601 Dr. Creighton Circle
Shenandoah, Iowa 51601
Atlas Proposal Number: 10204-447

Dear Ms. Larson,

Atlas Technical Consultants LLC (Atlas) is pleased to present this proposal for a Pre-Renovation Asbestos Survey of the Shenandoah Middle School roof and mechanical room located at 601 Dr. Creighton Circle in Shenandoah, Iowa.

PROJECT INFORMATION

Atlas understands that Shenandoah Community School District is requesting a Pre-Renovation Asbestos Survey to determine if building materials contain asbestos prior to future renovations.

SCOPE OF WORK

Atlas proposes to conduct the following tasks to fulfil the scope of work for this project.

TASK 1: ASBESTOS SAMPLING

A United States Environmental Protection Agency (USEPA) Asbestos Hazard Emergency Response Act (AHERA) and licensed building inspector will collect samples in accordance with State and Federal standards. Homogenous materials will be documented and sampled in general accordance with EPA AHERA regulations (40 CFR Part 763) and our professional judgement.

Atlas will collect bulk samples of suspect asbestos-containing materials (ACMs) from visible and accessible areas within the buildings. Limited destructive inspection methods, such as small penetrations into surfaces, may be used to access certain materials; however, these methods are limited in scope and are not intended to be comprehensive. Atlas will not perform any destructive inspection methods, such as the removal of building finishes, to access hidden materials in areas that are inaccessible during the inspection. Due to these limitations, Atlas cannot guarantee the identification or sampling of all suspect ACMs that may be hidden.

Atlas will repair roof sample locations; however, this patch does not have a warranty. See attached supplemental form regarding roof sampling.



Bulk samples will be collected, labelled, and submitted under chain of custody (COC) for analysis by a qualified laboratory by Polarized Light Microscopy (PLM) using the EPA 600/R-93/116, July 1993 (or an equivalent lab). The laboratory will be a successful participant in the National Voluntary Laboratory Accreditation Program (NVLAP) quality assurance program for PLM accredited by the National Institute of Standards and Technology (NIST).

TASK 2: REPORT

Atlas will provide one report which will include the testing results. The report will feature a table listing the samples collected, identification of any positive materials, photographs of the positive materials, visually estimated quantities and a sample location plan (not to scale).

PROJECT SCHEDULE

This scope of work may be initiated upon receipt of a Notice to Proceed from Shenandoah Community School District and scheduled as soon as possible based on Atlas's availability. A verbal (or e-mail) notification of the assessment and sampling results will be provided to Shenandoah Community School District as soon as data is available following the assessment. This proposal is based on one mobilization to the site.

COST

Atlas proposes to complete the proposed scope of work for a lump-sum fee:

Roof & Mechanical Room / Accessories	\$1,900.00
Total	\$1,900.00

PROJECT AUTHORIZATION

Atlas appreciates the opportunity to submit this proposal and looks forward to working with Shenandoah Community School District on this project. If the proposed scope of work is acceptable and you would like to authorize Atlas to proceed, please send the Notice to Proceed by e-mail to Atlas using the contact information below. If the proposed scope of work does not meet your current needs, please contact Atlas to discuss potential revisions. If our proposal is not activated within 60 days, Atlas reserves the right to modify the scope of work and/or fees for such work to reflect current conditions.

CLOSURE

We appreciate your consideration of Atlas for this work and look forward to assisting Shenandoah Community School District on this and future projects. If you have any questions or special instructions, please do not hesitate to contact us.

Respectfully submitted,

ATLAS TECHNICAL CONSULTANTS, LLC

Tim Jacobsen, MPH, CIH
Sr. Project Manager
Attachments



Roof Sampling Authorization

Atlas has been requested to sample the currently installed roofing materials to determine the presence of asbestos-containing materials.

As part of this procedure, Atlas may need to cut into the roofing materials and remove portions down to the roof deck or underling substrate. Atlas will apply temporary patching at the sample locations following this process.

Please note that cutting into the roofing materials for sampling may void any existing roof warranties. Atlas strongly recommends that sample locations be permanently patched by a qualified roofing contractor or a contractor approved by the warranty holder. Atlas shall not be liable for any leaks, water damage, or other damages that result from the failure to have sample locations permanently patched.

By signing below, you acknowledge and accept the risks associated with this sampling and authorize Atlas to proceed.

☐ I have read and understand the above and **authorize** Atlas to sample the roofing materials.

☐ I have read and understand the above and **do not authorize** Atlas to sample the roofing materials.

Building Name or Address

Client Name / Entity

Printed Name of Authorized Person

Signature of Authorized Person

Date

ATLAS

CLIENT MASTER SERVICES AGREEMENT

This AGREEMENT is made this _____ day of _____, 20____, by and between _____ its employees, officers, directors, affiliates, subsidiaries, and agents (CLIENT) at _____ and ATLAS TECHNICAL CONSULTANTS LLC, its employees, officers, directors, affiliates, subsidiaries, and agents (ATLAS) at _____.

The parties mutually agree as follows:

DESIGNATED REPRESENTATIVES Except as expressly specified otherwise in writing, the parties designate the following named individuals as their authorized representatives to provide approvals, directives, and permissions, including changes, and to receive notices or other communications under this agreement at the following addresses:

ATLAS: _____

CLIENT: _____

- 1. ORDERING SERVICES** When CLIENT wishes to retain ATLAS's services, CLIENT shall notify ATLAS's Designated Representative, and ATLAS will prepare a written proposal. The Proposal shall describe the work to be performed (Services), the location (Site), fees and/or rates to be charged, certain special conditions of performance including equipment, sampling protocols, and necessary reimbursable expenses. ATLAS will be authorized to proceed with the Services upon: (a) CLIENT's acceptance of the written Proposal; (b) written instructions from CLIENT; or (c) oral instructions from CLIENT followed by a written confirmation. The Proposal(s), this Agreement and any attachments pertaining thereto shall comprise the Contract Document. This Agreement shall be applicable to any Services, including subsequent and additional services, to be provided by ATLAS. If the Services are subject to a Schedule of Fees, such shall be incorporated herein and attached hereto as Exhibit A. ATLAS may update the Schedule of Fees once per calendar year.
- 2. ADDITIONAL SERVICES** If any additional or different Services are required to complete an existing Proposal, these additional Services shall be conveyed to CLIENT and approved by the CLIENT in writing.
- 3. COMPENSATION** CLIENT will pay ATLAS for Services and expenses in accordance with the Proposal. ATLAS will make reasonable, good faith efforts to perform the Services and accomplish the objectives defined in this Agreement within any written cost estimate provided by ATLAS. CLIENT recognizes that unforeseen circumstances along with changes in scope and schedule can influence the completion of Services within the estimated costs. The use of an estimate of fees or a "not to exceed" limitation is ATLAS's professional judgment of costs, given the information that was provided but is not a guarantee that the Services will be completed for that amount. ATLAS will submit periodic invoices to CLIENT together with reasonable supporting documentation requested by CLIENT and a final bill upon completion of its services. Unless otherwise agreed in writing, there shall be no retainage. Payment is due within thirty (30) days of the invoice date regardless of whether CLIENT has been reimbursed by any other party. ATLAS reserves the right to assess a finance charge of 1.5% per month, calculated from the invoice due date, on any invoices not paid within thirty (30) days. ATLAS reserves the right to withhold reports until payment is received and may further suspend work and vacate the site if all undisputed payment amounts are not received within sixty (60) days after the invoice date. CLIENT will indemnify ATLAS for all claims concerning the suspension of work for nonpayment regardless of whether the claims are made by the CLIENT, someone claiming through the CLIENT, or by a third party. CLIENT agrees to pay ATLAS's attorney's fees, and all other costs incurred in collecting past due amounts.

If CLIENT objects in good faith to any portion of an invoice, CLIENT must so notify ATLAS within ten (10) days of the invoice date, identifying the cause of disagreement, and pay when due the portion of the invoice not in dispute. The parties will immediately make every effort to resolve the disputed portion of the invoice. Any dispute over invoiced

amounts due which cannot be resolved within fourteen (14) days by direct negotiation between the parties shall be resolved in accordance with the Dispute Resolution provisions of this Agreement. Payment thereafter will first be applied to accrued interest and then to the unpaid principal amount. Finance charges as stated above shall be paid by the CLIENT on all disputed invoice amounts that are subsequently resolved in ATLAS's favor, calculated on the unpaid balance from the due date of the invoice.

4. **PREVAILING WAGE** It shall be CLIENT's sole responsibility to notify ATLAS in writing of any prevailing wage requirements before any services are performed for the project. In the event notification is not given to ATLAS, CLIENT shall be fully responsible for payment of all fines, penalties, and/or damages imposed upon ATLAS.
5. **EXPENSES** Unless otherwise stated in the Proposal, CLIENT agrees to pay ATLAS for its reimbursable expenses, in addition to its fees. Reimbursable expenses are expenditures made by ATLAS in the interest of the contracted Services. Reimbursable expenses shall be billed, and paid, in accordance with the schedule included with the Proposal. ATLAS will submit a Change Order to CLIENT detailing other reimbursable expenses not outlined in the Proposal.
6. **INSURANCE** ATLAS agrees that it now carries, and will continue to carry during the performance of any Services under this Agreement, Workers' Compensation and Employer's Liability, Commercial General Liability (including Contractual Liability), Commercial Automobile Liability, Professional Liability and Contractor's Pollution Liability insurance coverage with limits at or above those described, as follows:
 - a. Workers' Compensation (statutory)

Employer's Liability	
Each accident	\$1,000,000
Disease – Each Employee	\$1,000,000
Disease – Policy Limit	\$1,000,000
 - b. Commercial General Liability

Each Occurrence	\$1,000,000
Personal and Advertising Injury	\$1,000,000
General Aggregate	\$2,000,000
Products and Completed Operations Aggregate	\$2,000,000
 - c. Commercial Automobile Liability

Combined Single Limit	\$1,000,000
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 - d. Errors and Omissions / Professional Liability

Each Claim	\$1,000,000
Annual Aggregate	\$1,000,000
 - e. Contractor's Pollution Liability

Each Claim	\$1,000,000
Annual Aggregate	\$1,000,000
7. **OBLIGATIONS OF CLIENT** CLIENT warrants that all information provided to ATLAS concerning the required Services is complete and accurate to the best of CLIENT's knowledge. CLIENT agrees to advise ATLAS prior to commencement of the Services, and during the work, of any hazardous conditions on or near the Site known to CLIENT. CLIENT understands that ATLAS is relying upon the completeness and accuracy of information supplied to it by CLIENT and ATLAS will not independently verify such information unless otherwise provided in the Service Order. CLIENT shall be solely responsible for and shall indemnify and hold harmless ATLAS for any costs, expenses or damages incurred by ATLAS due to CLIENT's failure to follow applicable reporting and governmental requirements. CLIENT will not hold ATLAS liable if ATLAS's recommendations are not followed and expressly waives any claim against ATLAS, and agrees to defend, indemnify and hold ATLAS harmless from any claim or liability for injury or loss that results from failure to properly implement ATLAS's recommendations.
8. **STANDARD OF CARE** ATLAS's Services as defined by the Proposal shall be performed in accordance with generally accepted industry principles and practices, consistent with a level of care and skill ordinarily practiced by

members of the same profession currently providing similar services under similar circumstances at the time the Services were provided. No other representation nor a warranty of any kind, express or implied, is made or intended by ATLAS, its employees or agents, in connection with the Services provided under this Agreement. CLIENT agrees to give ATLAS written notice of any breach or default under this Section 8 within one (1) year of the completion of the Services and to provide ATLAS a reasonable opportunity to cure such breach or default, without the payment of additional fees to ATLAS, as a condition precedent to any claim for damages.

9. **LIMITATIONS OF METHOD RELIABILITY** The CLIENT recognizes and agrees that all testing and remediation methods have inherent reliability limitations; no method or number of sampling locations can guarantee that a condition will be discovered within the performance of the Services as authorized by the CLIENT. The CLIENT further acknowledges and agrees that reliability of testing or remediation methods varies according to the sampling frequency and other variables and that these factors, including cost, have been considered in the CLIENT's selection of Services. ATLAS's observations and standardized sampling, inspection and testing procedures employed only represent conditions observed and activities only at the precise location and time where and when Services were performed at the time of the Site visit. CLIENT recognizes that conditions of materials and activities at other locations may vary from those measured or observed, and that conditions at one location and time do not necessarily indicate the conditions of apparently identical material(s) at other locations and times. ATLAS is not responsible for changes that may occur to the Site after ATLAS completes the Services.
10. **CONTROL OF WORK AND JOB-SITE SAFETY** ATLAS shall be responsible for its activities and that of its employees and subcontractors, and CLIENT acknowledges that ATLAS will not direct, supervise or control the work of other consultants and contractors or their subcontractors. Furthermore, ATLAS shall not guarantee or be responsible for health and safety, procedures, construction means, methods, techniques, sequences, or procedures, nor be responsible for the acts or omissions of contractors or other parties on the Site. ATLAS's testing, observation, or inspection of the work of other parties on a project, even if performed on a continuous basis, shall not relieve such parties of their responsibility to perform their work in accordance with applicable plans, specifications and safety requirements. Continuous monitoring by ATLAS's employees does not mean that ATLAS is observing or verifying all Site work or placement of all materials. CLIENT agrees that ATLAS will only make on-Site observations appropriate to the Services provided by ATLAS and will not relieve others of their responsibilities to perform the work.
11. **TEST AND SAMPLING LOCATIONS** Unless otherwise specified in the Proposal, the Services do not include surveying the Site or precisely identifying sampling, inspection or test locations, depths or elevations, and any sampling, inspection and test locations, depths and elevations will be based on field estimates and information furnished by CLIENT and its representatives. Unless stated otherwise in the report, the accuracy of any test or sampling locations and elevations will be commensurate only with approximate measurements or estimates. CLIENT should retain the services of a professional surveyor if greater accuracy is required. CLIENT will furnish a diagram indicating the accurate location of the Site. Sample locations may also be indicated on the diagram. ATLAS reserves the right to deviate a reasonable distance from the boring and sampling locations unless the CLIENT specifically revokes this right in writing at the time the diagram is supplied.
12. **INTERPRETATION OF DATA** ATLAS is responsible only for those data, interpretations, and recommendations regarding the actual materials and activities observed, sampled, inspected or tested, and shall not be responsible for the use or interpretation of ATLAS data by third parties, or the information developed by third parties from such data. CLIENT acknowledges that subsurface conditions may vary from those encountered at the locations where the borings, surveys, or explorations are made by ATLAS. CLIENT further recognizes that the data interpretations and recommendations of ATLAS's personnel are based solely on the information available to them, and that ATLAS may make certain inferences based upon the information derived from these observations, samples, inspections, or tests to formulate professional opinions regarding conditions in other areas.
13. **THIRD PARTY INFORMATION** ATLAS is dependent on information available from various governmental agencies and private database firms to aid in evaluating the history of the Site. ATLAS shall not be liable for any such agency's or database firm's failure to make relevant files or documents properly available, to properly index files, or otherwise to fail to maintain or produce accurate or complete records.
14. **SITE ACCESS** CLIENT grants or shall obtain for ATLAS a right of entry to all parts of the Site necessary to complete the requested Services and unless otherwise specified in the Proposal, it represents that it has obtained the

applicable permits and licenses for the proposed Services. If CLIENT does not own the Site, CLIENT represents that it has or will obtain prior to the commencement of the Services, the authority and permission of the owner and/or the occupant of the Site. CLIENT acknowledges that due to the nature of some Services unavoidable damage may occur. CLIENT waives its right of recovery for such unavoidable damage, and if CLIENT is not the owner of the Site, CLIENT agrees to indemnify and defend ATLAS against any claims by the owner and/or occupant for any such damage.

Unless otherwise specified in the Proposal, ATLAS is not liable for damages caused by exploratory demolition or investigation to identify, quantify, or evaluate building materials, systems, and/or components not readily accessible to ATLAS during ATLAS's performance of the Services. ATLAS is not responsible for unforeseen conditions that exist on the Site within building systems that prohibit or deter ATLAS from gaining access to building materials, systems, and/or components.

15. **ENGINEERING AND CONSTRUCTION SERVICES** If the Services requested only require geotechnical engineering, subsurface exploration, construction materials testing, and/or engineering, ATLAS assumes that there are no hazardous substances or constituents in the soils or groundwater underlying the Site. ATLAS's duties and responsibilities are limited to performing tests and monitoring of specific construction activities as outlined in the Proposal. Unless otherwise specified in the Proposal, any consulting, testing or monitoring related to environmental conditions, including, but not limited to hazardous waste, soil or groundwater contamination, or air pollutants are not part of ATLAS's engineering and construction Services. If it becomes apparent during the field exploration that hazardous substances or constituents may be present, field operations will be terminated without liability.
16. **OPINIONS OF COSTS** ATLAS may, subject to the terms and limitations set forth in this Agreement, provide estimates relative to costs for remediation or construction as appropriate based on available data, designs, or recommendations. However, these opinions are intended to provide information on the range of costs and are not intended for reliance or use in firm budgeting or negotiation unless specifically agreed to in writing by ATLAS. CLIENT acknowledges that ATLAS's estimate may end up being substantially different than the ultimate cost, and CLIENT agrees it will not hold ATLAS liable for any variances between actual and estimated quantities, and further agrees to defend, indemnify and hold ATLAS harmless from any claim or liability for any such increased costs.
17. **UTILITIES** Unless otherwise specified in the Proposal, it is CLIENT's responsibility to mark or furnish the locations of all underground man-made obstructions at all Sites that the CLIENT owns and/or operates. CLIENT shall indemnify, defend and hold harmless ATLAS from and against any claims, losses or damages incurred or asserted against ATLAS related to the CLIENT's or a third party's failure to mark, protect or advise ATLAS of underground structures or utilities.
18. **ROOF CUTS** Unless otherwise specified in the Proposal, if roof cuts/samples are required by the Services, it is the CLIENT's responsibility to make appropriate repairs. If a roofing contractor or maintenance personnel selected by CLIENT is not on the roof to make repairs at the time samples are obtained, ATLAS may make temporary repairs, which may result in additional charges. ATLAS personnel are not certified in roofing repair, therefore under no circumstances, shall ATLAS be responsible for any water damage to the roofing system, building, or its contents resulting from ATLAS's temporary repairs.
19. **SAMPLES AND EQUIPMENT** Unless otherwise specified in the Proposal or required by law, ATLAS will not retain any samples obtained from the Site. At no time does ATLAS assume title to the samples; all samples shall remain the property of the CLIENT.

All laboratory and field equipment contaminated during ATLAS's Services that cannot readily and adequately cleansed of its hazardous contaminants shall become the property and responsibility of CLIENT. CLIENT shall purchase all such equipment as an expense of the Services, and it shall be turned over to CLIENT for proper disposal unless otherwise specified in the Proposal.

20. **HAZARDOUS CONDITIONS OR SUBSTANCES** The CLIENT acknowledges that Services that include hazardous or toxic materials and/or investigations of chemicals involve inherent uncertainties, such as limitations on laboratory analytical methods and variations in subsurface conditions. Such uncertainties may adversely affect the results of the Services, even though the Services are performed with skill and care. CLIENT further acknowledges that ATLAS

has neither created nor contributed to the creation or existence of any hazardous, radioactive, toxic, irritant, pollutant, substance or constituent at the Site. All Site generated hazardous and non-hazardous waste, including used disposable protective gear and equipment, are the property of the CLIENT.

CLIENT agrees to defend, indemnify and hold harmless ATLAS against all claims for injury or loss sustained by any party, including the United States, from exposure, release, or the presence of any such hazardous, radioactive, toxic, irritant, pollutant, substance or constituent at the Site. This indemnity includes but is not limited to, ATLAS acting as CLIENT's agent to sign waste manifests, allegations that ATLAS is a handler, generator, operator, treater or storer, transporter or disposer under any federal, state or local, law, regulation or ordinance, and CLIENT's or third party's violation of federal, state or local, law, regulation or ordinance, related to the handling, storage, or disposal of hazardous substances or constituents at/or introduced to the Site, before or after the completion of the Services.

21. RIGHT TO STOP WORK If, during the performance of the Services, any unforeseen hazardous substance, material, element, constituent, condition, or occurrence is encountered which, in ATLAS's reasonable judgment significantly affects or may affect the Services provided, the risk involved in providing the Services, or the recommended scope of Services, ATLAS may immediately suspend work.

22. ATLAS AND CLIENT INDEMNIFICATION To the fullest extent permitted by law, ATLAS shall indemnify and hold harmless CLIENT against claims, demands, and lawsuits to the extent arising out of or caused by the negligence or willful misconduct of ATLAS in connection with activities conducted in the performance of the Services.

To the fullest extent permitted by law, the CLIENT shall indemnify and hold harmless ATLAS, its affiliates, shareholders, directors, officers, employees and agents, from and against claims, demands, and lawsuits, to the extent arising out of or caused by CLIENT's breach of this Agreement or the negligence or willful misconduct of the CLIENT or other contractors retained by CLIENT in connection with activities conducted in the performance of the Services. CLIENT agrees that all indemnifications granted to ATLAS shall also be granted to those subcontractors retained by ATLAS for the performance of the Services.

23. LIMIT OF LIABILITY ATLAS's total liability for all claims or causes of action of any kind, including but not limited to negligence, bodily injury or property damage, breach of contract or warranty, shall not exceed Fifty Thousand Dollars (\$50,000) or ATLAS's total fee for the Services rendered under this Agreement, whichever is greater.

24. CONSEQUENTIAL DAMAGES In no event shall either party be liable to the other party for any consequential, incidental, punitive, liquidated or indirect damages, including but not limited to loss of income, loss of profits, loss or restriction of use of property, or any other business losses, regardless if such damages are caused by breach of contract, negligent act or omission, other wrongful act, or whether ATLAS shall be advised, shall have other reason to know, or in fact shall know of the possibility of such damages.

25. WARRANTY ATLAS is not a manufacturer. If any equipment is used or purchased by ATLAS for a Proposal the manufacturer's warranties if any on the equipment are solely those of the manufacturer. ATLAS makes no other representation, guarantee, or warranty, expressed or implied, in fact or by law, whether of merchantability, fitness for any particular purpose or otherwise, concerning any of the goods or Services which may be furnished by ATLAS to CLIENT.

26. DOCUMENTS Project-specific documents and data produced by ATLAS under this Agreement shall become the property of CLIENT upon completion of the Services and payment of amounts owed ATLAS. ATLAS shall have the right, but not the obligation, to retain copies of all such materials.

27. RELIANCE Documents and data (including reports) produced by ATLAS pursuant to this Agreement relate solely to the Services for which Atlas has been retained, and are not intended or represented by ATLAS to be suitable for use or reliance beyond the scope or purpose for which they were originally prepared. No third party may rely upon such documents and data without the prior written consent of Atlas. Any such unauthorized use or dissemination will be at the sole risk and expense of the CLIENT or such third party.

28. **CONFIDENTIALITY** ATLAS shall treat as confidential all business or technical information furnished by CLIENT which CLIENT identifies as being confidential in writing. ATLAS shall only utilize or disclose such Confidential Information for the purpose of providing the Services contemplated under this Agreement. ATLAS shall not otherwise disclose or permit access to Confidential Information to any third party without the consent of CLIENT. ATLAS's employees, officers, agents, and subcontractors shall also be bound to these same obligations. ATLAS's obligations under this Section shall not apply to Confidential Information that is: (i) already in the public domain; (ii) developed independently by ATLAS; (iii) received by ATLAS on a non-confidential basis from others who had a right to disclose such Confidential Information; or (iv) is required to be disclosed by law or applicable court order, but only after actual prior written notice has been received by CLIENT and CLIENT has had a reasonable opportunity to protect disclosure of such Confidential Information
29. **THIRD-PARTY CLAIMS** CLIENT agrees to pay ATLAS's costs (including reasonable attorney's fees) for defending ATLAS against any claims that a third party or a regulatory agency asserts against ATLAS related to the Services that were provided to CLIENT. Claims include legal actions by a third party or regulatory agency that are based upon the discoveries, findings or conclusions disclosed in documents or reports supplied to CLIENT by ATLAS.
30. **SUBPOENAS** The CLIENT is responsible for payment of ATLAS's time and expenses resulting from ATLAS's response to subpoenas issued by any party, involving any legal or administrative proceeding in which ATLAS is not named as a party, in connection with any Services performed under this Agreement. Charges are based on fee schedules in effect at the time the subpoena is served. ATLAS shall not object on CLIENT's behalf to any subpoena, but will make reasonable efforts to cooperate with CLIENT if CLIENT chooses to object.
31. **TERMINATION OF CONTRACT** This Agreement may be terminated by either party upon seven (7) days written notice provided that any incomplete or unfinished Services will remain in effect until completed, unless otherwise agreed to in writing. In the event of termination or suspension, by the CLIENT, ATLAS shall be paid for Services performed prior to the termination date plus reasonable termination and suspension expenses.
32. **ASSIGNMENT** Neither the CLIENT nor ATLAS may assign, or transfer its benefits, rights, duties, or interest in this Agreement without the written consent of the other party. This Agreement shall be binding on and inure to the benefit of the successors and assigns of the parties.
33. **FORCE MAJEURE** Neither CLIENT nor ATLAS shall hold the other responsible for damages or delays in performance caused by uncontrollable events, which could not reasonably have been anticipated or prevented, including but not limited to, acts of God, the public enemy, acts or directives of the Government of the United States or of the several states, or any foreign country, or any of them acting in their sovereign capacity, materially different Site conditions, wars, riots, terrorism, rebellions, sabotage, fires, explosions, accidents, floods, strikes, epidemics, pandemics, viral outbreaks, or other conceded acts of workers, lockouts, or changes in laws, regulations, or ordinances.
34. **NOTICES** All notices given by either party to the other under this Agreement shall be in writing and may be delivered by: (i) regular mail, postage prepaid; (ii) certified or registered mail; (iii) facsimile; (iv) email; or (v) hand-delivery, to the parties at the addresses, facsimile numbers, and email addresses appearing on the first page of this Agreement, unless otherwise designated in writing. Notices sent by mail will be deemed to be received three (3) days after deposit in the mail, properly addressed. Notices sent by certified or registered mail will be deemed to be received upon the date of the acknowledgment. Notices sent by facsimile or email will be deemed to be received upon successful transmission to the proper facsimile number, provided that the sender can produce a facsimile transmission confirmation report, or upon transmission to the proper email address (with confirmation of transmission). Notices delivered by hand-delivery will be deemed to be received upon acceptance by the respective party or its agent.
35. **DISPUTE RESOLUTION** In any dispute arising out of or relating to this Agreement, or a breach thereof, the parties shall first make all good faith attempts to resolve any difference by businesslike negotiations. If the conflict is not settled through negotiation, it shall be submitted to nonbinding mediation unless otherwise mutually agreed to in writing. This mediation process shall be a condition precedent to either party pursuing arbitration, litigation, or some other dispute resolution procedure, and the parties agree that any such legal action taken without first submitting to

dispute resolution in accordance herewith will not be ripe for adjudication. The costs of the mediation shall be equally shared by all involved parties.

- 36. GENERAL PROVISIONS** The captions and headings throughout this Agreement are for convenience only and do not define, limit, modify, or add to the meaning of any provision of this Agreement. If any provision of this Agreement is in conflict with any provision of the Proposal, the terms and conditions of this Agreement shall prevail unless the conflict concerns the scope of Services to be provided. If any provision shall to any extent be deemed invalid, it shall be modified if possible to fulfill the intent of the parties as reflected in the original provision and the remainder of this Agreement shall not be affected.

This Contract Document represents the entire understanding between the parties and supersedes any and all prior contracts whether written or oral. Nothing contained in this Contract Document shall be construed to be for the benefit of any persons not a party to this Agreement. No third party beneficiary rights are created.

The validity, interpretation, and performance of this Agreement shall be governed by and construed in accordance with the laws of the state in which the Site is located. Any legal action arising out of this Agreement shall be venued in a court of competent jurisdiction within the state and county of the Site.

No waiver by either party of any default by the other party in the performance of any provision of this Agreement shall operate as or be construed as a waiver of any future default, whether like or different in character.

ATLAS is solely responsible for the performance of this Agreement, and no parent, subsidiary or affiliated company, or any of its directors, officers, employees, or agents shall have any legal responsibility whether in contract or tort, including negligence.

- 37. COUNTERPARTS; ELECTRONIC SIGNATURES** This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. An executed copy of this Agreement that is delivered by facsimile, email or other electronic means will be deemed to have the same legal effect as delivery of an executed original copy of this Agreement. Electronic signatures shall be deemed original signatures for purposes of this Agreement, with such electronic signatures having the same legal effect as original signatures when affixed to this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first above written.

ATLAS TECHNICAL CONSULTANTS LLC:

CLIENT:

(Person authorized to execute contracts)

BY: _____

BY: _____

PRINTED NAME: _____

PRINTED NAME: _____

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____

Policy 501.03: Compulsory Attendance

Status: ADOPTED

Original Adopted Date: 03/10/2022 | Last Revised Date: 06/18/2024 | Last Reviewed Date:
06/18/2024

Parents within the school district who have children over age six and under age sixteen by September 15, in proper physical and mental condition to attend school, will have the children attend the school district at the attendance center designated by the board. Students will attend school the number of days or hours school is in session in accordance with the school calendar. Students of compulsory attendance age will attend school a minimum of 90% of days or hours. Students not attending the minimum days or hours must be exempted by this policy as listed below or, referred to the county attorney. Exceptions to this policy include children who:

- have completed the requirements for graduation in an accredited school or have obtained a high school equivalency diploma;
- are excused for sufficient reason by any court of record or judge;
- are attending religious services or receiving religious instruction;
- are unable to attend school due to legitimate medical reasons;
- has an individualized education program that affects the child's attendance;
- has a plan under Section 504 of the federal Rehabilitation Act, 29 U.S.C. §794, that affects the child's attendance;
- are attending an approved or probationally approved private college preparatory school;
- are attending an accredited nonpublic school;
- are receiving independent private instruction; or,
- are receiving competent private instruction.

It is the responsibility of the parent of a child to provide evidence of the child's mental and physical inability to attend school or of the child's qualifications for one of the exceptions listed above.

Note: This is a mandatory policy. The compulsory attendance law does not require school districts to have a truancy officer.

Legal Reference: Iowa Code §§ 259A; 279.10-.11; 299; 299A.

I.C. Iowa Code

Iowa Code § 259A

Iowa Code § 279

Iowa Code § 299

Iowa Code § 299A

Description[High School Equivalency Diploma](#)[Directors - Powers and Duties](#)[Compulsory Education](#)[Private Instruction](#)**Cross References****Code**

601.01

604.01

Description[School Calendar](#)[Private Instruction](#)

Policy 501.09: Chronic Absenteeism and Truancy

Status: Pending

Original Adopted Date: | Last Revised Date: 09/01/2024 | Last Reviewed Date: 09/01/024

The district believes that school attendance, in person and/or on-line leads to the greatest learning opportunities for students. Students who are present in school and engaged active learners take greater ownership over their educational outcomes. For this reason, it is the priority of the district to foster regular student attendance throughout the school year and reduce barriers to regular attendance for students in the district.

Chronic absenteeism/absences means any absence from school for more than ten percent of the day or hours in the semester] established by the district.

Truant/truancy means a child of compulsory attendance age who is absent from school for any reason for at least twenty percent of the days or hours in the semester Truancy does not apply to the following students who:

- have completed the requirements for graduation in an accredited school or has obtained a high school equivalency diploma
- are excused for sufficient reason by any court of record or judge;
- are attending religious services or receiving religious instruction;
- are unable to attend school due to legitimate medical reasons;
- have an individualized education program than affects the student's attendance;
- have a plan under section 504 of the federal Rehabilitation Act, 29 U.S.C. §794, that affects the child's attendance;
- are attending a private college preparatory school accredited or probationally accredited;
- are excused under *Iowa Code* §299.22; and
- are exempt under *Iowa Code* §299.24.

Students are subject to disciplinary action for truancy including suspension and expulsion. It is within the discretion of the principal to determine, in light of the circumstances, whether a student may make up work missed because of truancy. Students receiving special education services will not be assigned to *[supervised study hall, in-school suspension]* unless the goals and objectives of the student's Individualized Education Program are capable of being met.

It is the responsibility of the superintendent, in conjunction with the designated school officials, to develop administrative regulations regarding this policy. The administrative regulations will indicate the disciplinary action to be taken for truancy.

This is a mandatory policy.

Legal Reference: 34 C.F.R. sec. 300
28 C.F.R. Pt. 35
Iowa Code §§ 294.4; 299.
281 I.A.C. 12.3(4).

I.C. Iowa Code

Iowa Code § 294.4

Iowa Code § 299

Description[Teachers - Daily Register](#)[Compulsory Education](#)**I.A.C. Iowa Administrative Code**

281 I.A.C. 12.3

Description[Administration](#)**C.F.R. - Code of Federal Regulations**

28 C.F.R. 35

Description[Judicial - Disability - Nondiscrimination](#)

34 C.F.R. Pt. 300

[Education - Disabilities/Children/Assistance to States](#)

Daily, punctual attendance is an integral part of the learning experience. The education that goes on in the classroom builds from day to day and absences can cause disruption in the educational progress of the absent student. Irregular attendance or tardiness by students not only limits their own studies, but also interferes with the progress of those students who are regular and prompt in attendance. Attendance is a shared responsibility that requires cooperation and communication among students, parents and the school.

This regulation is divided into two sections: Section I addresses legal requirements related to chronic absenteeism and truancy and Section II addresses additional academic, disciplinary and extracurricular consequences students face due to chronic absenteeism and truancy. It is important for students to recognize that chronic absenteeism and truancy impacts all these facets of their educational experience.

SECTION I – Legal Requirements

Chronic Absenteeism

When a student meets the threshold to be considered chronically absent, the school official will send notice by mail or e-mail to the county attorney where the district's central office is located. The school official will also notify the student, or if a minor, the student's parent, guardian or legal or actual custodian via certified mail that includes information related to the student's absences from school and the policies and disciplinary processes associated with additional absences.

School officials will send notice when the student's absences meet the threshold, but before the student is deemed chronically absent.

A letter will be sent after 7 days in the grading period notify the student and the student's parent, guardian or legal or actual custodian if the student is an unemancipated minor of attendance concerns.

A formal designation letter will be sent when a student is absent 10 % of the days or hours in the grading period. A meeting will be requested with the student; the student's parent, guardian or legal or actual custodian if the student is an unemancipated minor; and a school official.

School Engagement Meeting

If a student is absent from school for at least **fifteen** percent of the days or hours in the grading period, the school official will attempt to find the cause of the absences and start and participate in a school engagement meeting. All of the following individuals must participate in the school engagement meeting:

- The student;

- The student's parent, guardian or legal or actual custodian if the student is an unemancipated minor; and
- A school official.

The purpose of the meeting is to understand the reasons for the student's absences and attempt to remove barriers to the student's ongoing absences; and to create and sign an absenteeism prevention plan.

Absenteeism Prevention Plan

The absenteeism prevention plan will identify the causes of the student's absences and the future responsibilities of each participant. The school official will contact the student and student's parent/guardian at least once per week for the remainder of the school year to monitor the performance of the student and the student's parent/guardian under the plan. If the student and student's parent/guardian do not attend the meeting, do not enter into a plan or violate the terms of the plan, the school official will notify the county attorney.

SECTION II – Academic and Disciplinary Requirements

Students who are absent without a reasonable excuse, as determined by the principal, will be assigned to *[supervised study hall, detention, early bird school, Saturday school, in-school suspension, or other appropriate disciplinary sanction]*. Reasonable excuses include illness, family emergencies, recognized religious observances and school-sponsored or approved activities. A principal may consider absence reasons that are consistent with the Iowa Department of Education's attendance coding requirements as excused. *[Supervised study hall, detention, early bird school, Saturday school, in-school suspension, or other appropriate disciplinary sanction]* will be assigned on a two-for-one basis.

A student who is unexcused for one or more classes for less than a whole school day, will be assigned to *[supervised study hall, detention, early bird school, Saturday school, in-school suspension or other appropriate disciplinary sanction]* for the class period(s) missed. If a student is unexcused for a whole day of classes, he or she will spend the next two days in *[supervised study hall, detention, early bird school, Saturday school, in-school suspension, or other appropriate disciplinary sanction]*. Parents are expected to telephone or use district-designated technology to report a student's absence before 9:00 a.m. on the day of the absence. Students with unexcused absences may also be referred to the at-risk coordinator.

School work missed because of absences must be made up within two times the number of days absent, not to exceed 5 school days. The time allowed for make-up work may be extended at the discretion of the classroom teacher.

Students will be allowed to make up all work missed due to any absence and will receive full credit for make-up work handed in on time. Teachers will not have attendance or grading practices that are in conflict with this provision.

Iowa Code § 294.4

[Teachers - Daily Register](#)

Iowa Code § 299

[Compulsory Education](#)

I.A.C. Iowa Administrative Code

Description

281 I.A.C. 12.3

[Administration](#)

C.F.R. - Code of Federal Regulations

Description

28 C.F.R. 35

[Judicial - Disability - Nondiscrimination](#)

34 C.F.R. Pt. 300

[Education - Disabilities/Children/Assistance to States](#)

104.1 ANTI-HARASSMENT/BULLYING POLICY

The Shenandoah Community School District is committed to providing all students, employees, and volunteers with a safe and civil school environment in which all members of the school community are treated with dignity and respect. Bullying and harassment of students, employees, officers, board directors or volunteers or by other students, employees, officers, board directors, or volunteers or by others such as parents, vendors, and persons doing business with the school district, will not be tolerated in the school or school district.

Bullying and/or harassing behavior can seriously disrupt the ability of the school employees to maintain a safe and civil environment, and the ability of students to learn and succeed.

Harassment and bullying of or by students, employees and volunteers is against federal, state, and local policy and is not tolerated by the board.

Accordingly, school employees, volunteers, and students shall not engage in bullying or harassing behavior while on school property, while on school-owned or school-operated vehicles, while attending or participating in school-sponsored or sanctioned activities, and while away from school grounds if the conduct materially interferes with the orderly operation of the educational environment or is likely to do so.

Complaints may be filed with the superintendent or superintendent's designee pursuant to the regulation accompanying this policy. The superintendent is responsible for implementation of this policy and all accompanying procedures. Complaints will be investigated within a reasonable time frame. Within 24 hours of receiving a report that a student may have been the victim of conduct that constitutes bullying and/or harassment, the district will notify the parent or guardian of the student.

If as a result of viewing surveillance system data or based on a report from a school district employee, the district determines that a student has suffered bullying or harassment by another student enrolled in the district, a parent or guardian of the student may enroll the student in another attendance center within the district that offers classes at the student's grade level, subject to the requirements and limitations established in Iowa law related to this topic.

Retaliation Prohibited

Individuals who knowingly file false bullying or harassment complaints and any person who gives false statements in an investigation may be subject to discipline by appropriate measures.

Any student found to have violated or retaliated in violation of this policy shall be subject to measures up to, and including, suspension and expulsion. Any school employee found to have violated or retaliated in violation of this policy shall be subject to measures up to, and including, termination of employment. Any school volunteer found to have violated or retaliated in violation of this policy shall be subject to measures up to, and including, removal from service and exclusion from school grounds.

Definitions

For the purpose of this policy, the defined words shall have the following meanings:

- “Electronic” means any communication involving the transmission of information by wire, radio, optic cable, electromagnetic, or other similar means. “Electronic” includes but is not limited to communications via electronic mail, internet-based communications, pager service, cell phones, and electronic text messaging. “Harassment” and “bullying” mean any repeated or potentially repeated electronic, written, verbal, or physical act or other ongoing conduct toward an individual based on any trait or characteristic of the individual which creates an objectively hostile school environment that meets one or more of the following conditions:
 - Places the individual in reasonable fear of harm to the individual's person or property.

- Has a substantial detrimental effect on the individual's physical or mental health?
- Has the effect of substantially interfering with the individual's academic or career performance?
- Has the effect of substantially interfering with the individual's ability to participate in or benefit from service, activities, or privileges provided by a school?
- "Trait or characteristic of the individual" includes but is not limited to age, color, creed, national origin, race, religion, marital status, sex, sexual orientation, gender identity, physical attributes, physical or mental ability or disability, ancestry, political party preference, political belief, socioeconomic status, or familial status.
- "Volunteer" means an individual who has regular, significant contact with students.

Publication of Policy

The board will annually publish this policy. The policy may be publicized by the following means:

- Inclusion in the student handbook,
- Inclusion in the employee handbook,
- Inclusion in the registration materials,
- Inclusion on the school or school district's website

Legal References:

20 U.S.C. §§ 1221-1234i.
 29 U.S.C. § 794.
 42 U.S.C. §§ 2000d-2000d-7.
 42 U.S.C. §§ 12001 *et. seq.*
 Iowa Code §§ 216.9; 280.3; 281 I.A.C. 12.3(6).
Morse v. Frederick, 127 S.Ct. 2618 (2007)

I.C. Iowa Code

Iowa Code § 216.9

Description

[Unfair/Discriminatory Practices](#)

Iowa Code § 280.28

[Harassment and Bullying Prohibited](#)

Iowa Code § 280.3

[Education Program - Attendance Center Requirements](#)

I.A.C. Iowa Administrative Code

281 I.A.C. 12.3

Description

[Administration](#)

U.S.C. - United States Code

20 U.S.C. §§ 1221

Description

[Education - FERPA - General Provisions](#)

29 U.S.C. §§ 794

[Labor - Vocation Rehab Rights](#)

42 U.S.C. § 12101

[Public Health - Equal Opportunity - Disabilities](#)

42 U.S.C. § 2000d

[Public Health - Civil Rights - Federally Programs](#)

U.S. Supreme Court

551 U.S. 393

Description

[Morse v Frederick \(2007\)](#)

Case Law

Morse v. Frederick

Description

551 U.S. 393 (2007)

Cross References

Code	Description
102	Equal Educational Opportunity
102	Equal Educational Opportunity
102	Equal Educational Opportunity
102	Equal Educational Opportunity
102	Equal Educational Opportunity
102	Equal Educational Opportunity
102	Equal Educational Opportunity
102	Equal Educational Opportunity
401.01	Equal Educational Opportunity
401.13	Staff Technology Use/Social Networking
401.13	Staff Technology Use/Social Networking
402.03	Abuse of Students by School District Employees
404	Employee Conduct and Appearance
404	Employee Conduct and Appearance
404	Employee Conduct and Appearance
604.11	Appropriate Use of Online Learning Platforms
605.06	Internet - Appropriate Use
605.06	Internet - Appropriate Use
605.06	Internet - Appropriate Use
605.06	Internet - Appropriate Use

104.1E1 ANTI-BULLYING/HARASSMENT COMPLAINT FORM

Date of complaint: _____

Name of complainant: _____

Are you filling out this form for yourself or someone else (please identify the individual if you are submitting on behalf of someone else):

Who or what entity do you believe discriminated against, harassed, or bullied you (or someone else)?

Date and place of alleged incidents(s): _____

Names of any witnesses (if any): _____

Nature of Discrimination or Harassment Alleged (Check all that apply)

<input type="checkbox"/>	Age	<input type="checkbox"/>	Physical Attribute	<input type="checkbox"/>	Sex
<input type="checkbox"/>	Disability	<input type="checkbox"/>	Physical/Mental Ability	<input type="checkbox"/>	Sexual Orientation
<input type="checkbox"/>	Familial Status	<input type="checkbox"/>	Political Belief	<input type="checkbox"/>	Socio-economic Background
<input type="checkbox"/>	Gender Identity	<input type="checkbox"/>	Political Part Preference	<input type="checkbox"/>	Other-Please Specify
<input type="checkbox"/>	Marital Status	<input type="checkbox"/>	Race/Color	<input type="checkbox"/>	
<input type="checkbox"/>	National Origin/Ethnic Background/Ancestry	<input type="checkbox"/>	Religion/Creed	<input type="checkbox"/>	

In the space below, please describe what happened and why you believe that you or someone else has been discriminated against, harassed, or bullied. Please be as specific as possible and attach additional pages if necessary.

I agree that all of the information on this form is accurate and true to the best of my knowledge.

Signature: _____

Date: _____

Approved 11/8/21Reviewed 11/8/21Revised 11/8/21

104.1E2 ANTI-BULLYING/HARASSMENT WITNESS DISCLOSURE FORM

Name of Witness: _____

Date of interview: _____

Date of initial complaint: _____

Name of Complainant (include whether the Complainant is a student or employee): _____

Date and place of alleged incident(s): _____

Nature of discrimination, harassment, or bullying alleged (check all that apply):

<input type="checkbox"/>	Age	<input type="checkbox"/>	Physical Attribute	<input type="checkbox"/>	Sex
<input type="checkbox"/>	Disability	<input type="checkbox"/>	Physical/Mental Ability	<input type="checkbox"/>	Sexual Orientation
<input type="checkbox"/>	Familial Status	<input type="checkbox"/>	Political Belief	<input type="checkbox"/>	Socio-economic Background
<input type="checkbox"/>	Gender Identity	<input type="checkbox"/>	Political Part Preference	<input type="checkbox"/>	Other-Please Specify
<input type="checkbox"/>	Marital Status	<input type="checkbox"/>	Race/Color	<input type="checkbox"/>	
<input type="checkbox"/>	National Origin/Ethnic Background/Ancestry	<input type="checkbox"/>	Religion/Creed	<input type="checkbox"/>	

Description of incident witnessed: _____

Additional information: _____

I agree that all of the information on this form is accurate and true to the best of my knowledge.

Signature: _____

Date: _____

Approved 11/8/21

Reviewed 11/8/21

Revised 11/8/21

Name of Respondent (include whether the Respondent is a student or employee):

	Age		Physical Attribute		Sex
	Disability		Physical/Mental Ability		Sexual Orientation
	Familial Status		Political Belief		Socio-economic Background
	Gender Identity		Political Part Preference		Other-Please Specify
	Marital Status		Race/Color		
	National Origin/Ethnic Background/Ancestry		Religion/Creed		

[illegible]

Date:

Revised 11/8/21

104.1R1 ANTI-HARASSMENT/BULLYING INVESTIGATION PROCEDURES

Filing a Complaint

An individual who believes that the individual has been harassed or bullied may file a complaint with the superintendent or superintendent's designee. The complaint form is available www.shencsd.com and each school office. If the complainant is a school employee, after filing the complaint with the superintendent or superintendent's designee, the employee may separately notify the parent or guardian of the student alleged to have been harassed or bullied.

An alternate investigator will be designated in the event it is claimed that the superintendent or superintendent's designee committed the alleged bullying or harassment or some other conflict of interest exists. Complaints shall be filed within [state number of days - 180] of the event giving rise to the complaint or from the date the Complainant could reasonably become aware of such occurrence.

The Complainant will state the nature of the complaint and the remedy requested. The Complainant shall receive assistance as needed.

Investigation

The school district will promptly and reasonably investigate allegations of bullying or harassment upon receipt of a written complain. The Superintendent or Superintendent's designee (hereinafter "Investigator") will be responsible for handling all complaints alleging bullying or harassment.

The investigation may include, but is not limited to the following:

- Interviews with the Complainant and the individual named in the complaint ("Respondent");
- A request for the Complainant to provide a written statement regarding the nature of the complaint;
- A request for the Respondent to provide a written statement;
- Interviews with witnesses identified during the course of the investigation;
- A request for witnesses identified during the course of the investigation to provide a written statement; and
- Review and collection of documents or information deemed relevant to the investigation.

The Investigator shall consider the totality of circumstances presented in determining whether conduct objectively constitutes bullying or harassment as defined in Board policy. Upon completion of the investigation, the Investigator shall issue a report with respect to the findings and provide a copy of the report to the appropriate building principal or Superintendent if the investigation involved the building principal.

The complaint and identity of the Complainant, Respondent, or witnesses will only be disclosed as reasonably necessary in connection with the investigation or as required by law or policy. Similarly, evidence uncovered in the investigation shall be kept confidential to the extent reasonably possible.

Decision

The investigator, building principal or superintendent, depending on the individuals involved, shall inform the Complainant and the accused about the outcome of the investigation. If, after an investigation, a student is found to be in violation of the policy, the student shall be disciplined by appropriate measures, which may include suspension and expulsion. If after an investigation a school employee is found to be in violation of this policy, the employee shall be disciplined by appropriate measures, which may include termination. If after an investigation a school volunteer is found to be in violation of this policy, the volunteer shall be subject to appropriate measures, which may include exclusion from school grounds.

Individuals who knowingly file false bullying and/or harassment complaints and any person who gives false statements in an investigation may be subject to discipline by appropriate measures, as shall any person who is found to have retaliated against another in violation of this policy. Any student found to have retaliated in violation of this policy shall be subject to measures up to, and including, suspension and expulsion. Any school employee found to have retaliated in violation of this policy shall be subject to measures up to and including termination of employment. Any school volunteer found to have retaliated in violation of this policy shall be subject to measures up to and including exclusion from school grounds.

I.C. Iowa Code	Description
Iowa Code § 216.9	Unfair/Discriminatory Practices
Iowa Code § 280.28	Harassment and Bullying Prohibited
Iowa Code § 280.3	Education Program - Attendance Center Requirements
I.A.C. Iowa Administrative Code	Description
281 I.A.C. 12.3	Administration
U.S.C. - United States Code	Description
20 U.S.C. §§ 1221	Education - FERPA - General Provisions
29 U.S.C. §§ 794	Labor - Vocation Rehab Rights
42 U.S.C. § 12101	Public Health - Equal Opportunity – Disabilities
42 U.S.C. § 2000d	Public Health - Civil Rights - Federally Programs
U.S. Supreme Court	Description
551 U.S. 393	Morse v Frederick (2007)
Case Law	Description
Morse v. Frederick	551 U.S. 393 (2007)
Cross References	
Code	Description
102	Equal Educational Opportunity
102	Equal Educational Opportunity
102	Equal Educational Opportunity
102	Equal Educational Opportunity
102	Equal Educational Opportunity
102	Equal Educational Opportunity
102	Equal Educational Opportunity
102	Equal Educational Opportunity
401.01	Equal Educational Opportunity
401.13	Staff Technology Use/Social Networking
401.13	Staff Technology Use/Social Networking

402.03	Abuse of Students by School District Employees
404	Employee Conduct and Appearance
404	Employee Conduct and Appearance
404	Employee Conduct and Appearance
604.11	Appropriate Use of Online Learning Platforms
605.06	Internet - Appropriate Use
605.06	Internet - Appropriate Use
605.06	Internet - Appropriate Use
605.06	Internet - Appropriate Use

105 LONG-RANGE NEEDS ASSESSMENT

Long-range needs assessment enables the school district to analyze assessment data, get feedback from the community about its expectation of students and determine how well students are meeting student learning goals. The board will conduct ongoing and in-depth needs assessment, soliciting information from business, labor industry, higher education, and community members, regarding their expectations for adequate student preparation.

In conjunction with the in-depth needs assessment of the school district, the board will authorize the appointment of a committee, representing administrators, employees, parents, students and community members, to make recommendations and assist the board in determining the priorities of the school district in addition to the basic skills areas of the education program.

It is the responsibility of the superintendent to ensure the school district community is informed of students' progress on state and locally determined indicators. The superintendent will report annually to the board about the means used to keep the community informed.

As a result of the board and committee's work, the board will determine major educational needs and rank them in priority order; develop long-range goals and plans to meet the educational needs; establish and implement short-range and intermediate-range plans to meet the goals and to attain the desired levels of student performance; evaluate progress toward meeting the goals and maintain a record of progress under the plan that includes reports of student performance and results of school improvement projects; and annually report the school district's progress made under the plan to the committee, community and Iowa Department of Education.

Legal Reference: Iowa Code §§ 21; 256.7; 280.12
281 I.A.C. 12.8 (1) (b)

Cross Reference: 101 Educational Philosophy
200 Board of Directors
209 Committees of the Board of Directors
603.1 Basic Instruction Program
801.1 Buildings and Sites Long Range Planning
801.2 Buildings and Sites Surveys

105.R1 LONG-RANGE NEEDS ASSESSEMENT

The School district's long-range needs assessment needs to include three items:

- Provisions for collecting, analyzing, and reporting information derived from local, state, and national sources;
- Provisions for reviewing information acquired on the following:
 - State indicators and other locally determined indicators,
 - Locally established student learning goals,
 - Specific data collection required by state and federal programs;
- Provisions for collection and analyzing assessment data on the following:
 - State indicators,
 - Locally determined indicators,
 - Locally established student learning goals.

505.9 PARENT AND FAMILY ENGAGEMENT DISTRICTWIDE POLICY

Parent and family engagement is an important component in a student's success in school. The board encourages parents and families to become involved in their child's education to ensure the child's academic success. In order to facilitate parent and family involvement, it is the goal of the district to conduct outreach and implement programs, activities, and procedures to further involve parents and families with the academic success of their students. The board will:

1. Involve parents and families in the development of the Title I plan, the process for school review of the plan and the process for improvement by;
 - a. This jointly developed and agreed upon written policy is distributed to parents and family members of participating Title I children through the Parent Handbook which is distributed to every family at the time of registration. In school wide buildings, this will include all parents. (ESSA Section 1116(a)(2))
2. Provide the coordination, technical assistance and other support necessary to assist and build the capacity of all participating schools in planning and implementing effective parent and family involvement activities to improve student academic achievement and school performance by;
 - a. Through professional development regarding parent and family engagement. The district will partner with community groups as a means to engage families more creatively and successfully. (ESSA Section 116 (a)(2)(B))
3. To the extent feasible, coordinate and integrate parent and family engagement strategies under Title I with parent and family engagement strategies outlined in other relevant Federal, State, and local laws and programs by;
 - a. Working with local public preschool programs, Headstart programs, local library programs, and special education programs (IDEA). Our homeless education program coordinates with the local backpack program to offer support to students that are food insecure, especially over the weekends. (ESSA Section 116(a)(2)(C))
4. Conduct with the involvement of parents and family members, an annual evaluation of the content and effectiveness of the parent and family engagement policy in improving the academic quality of the school served including identifying barriers to greater participation by parents in Title I activities (with particular attention to low-income parents, Limited English Proficient (LEP) parents, parents of any racial or ethnic minority, parents with disabilities and parents with limited literacy) by;
 - a. In addition to surveys, the district uses focus groups and open discussion groups for this evaluation. Parents and families have a voice. The evaluation tools and methods identify the type and frequency of school-home interactions and the needs of parents and families have to better support and assist their children in learning. The evaluations will target at least three key areas: barriers, ability to assist learning, and successful interactions. (ESSA Section 1116(a)(2)(D)(i-iii))
 - b. At least one annual meeting will be held to inform parents and family members of the school's participation in the Title I program and to explain the requirements of the program and their right to be involved. The meeting shall be for parents of both public and private school. The elementary buildings will hold an annual meeting in the fall. Notification will be sent in the district and building newsletter. (ESSA Section 1116(c)(1))

- c. Parent and family meetings, including parent conferences, will be held at different times during the day and Title I funds may be used to pay reasonable and necessary expenses and associated with parent and family engagement activities, including transportation, childcare, or home visit expenses to enable parents to participate in school-related meetings and training sessions. (ESSA Section 1116(c)(2))
 - d. Parents and family members of participating children are given assistance in understanding the Title I program, with timely information about the Title I program. Through annual meetings and parent-teacher conferences, the school will provide parents and family members of participating children with a description and explanation of the curriculum in use at the school, the forms of academic assessment used to measure student progress, and the proficiency levels students are expected to meet. Parents and family members receive an explanation of the school's performance profile, the forms of academic assessment used to measure student progress, and the expected proficiency levels in the annual progress report distributed to all stockholders in the spring of the year, through individual reports given to parents at conference time, and through report cards. (ESSA Section 1116(c)(4)(A) & (B))
 - e. If requested by parents, the school will provide opportunities for regular meetings to formulate suggestions and to participate, as appropriate, in decisions relating to the education of their children, and respond to any such suggestions as soon as practicably possible. (ESSA Section 1116(c)(4)(C))
5. Use the findings of the annual evaluation to design strategies for more effective parent and family involvement and to revise, as necessary, the parent and family involvement policies by;
- a. If the schoolwide plan under Section 1114(b) is not satisfactory, parents of participating students may comment. Comments may be made in writing to the school principal. (ESSA Section 1116(c)(5))
 - b. A jointly developed school/parent compact outlines how parents and family members, the entire school staff, and students all share responsibility for improved student achievement. The compact also describes the means by which the school and parents will build and develop a partnership to help children achieve our local high standards. It is distributed in the parent handbook and is reviewed at the annual meetings. (ESSA Section 1116(d))
 - c. Parents will be notified of this policy in an understandable and uniform format and, to the extent practicable, provided in a language the parents can understand. The policy will be provided in English and Spanish and will be free of educational jargon. (ESSA Section 1116(b)(1))
6. Involve parents and families in Title I activities by;
- a. The district uses the findings for the annual evaluation to design evidenced-based strategies for more effective parent and family engagement. The evaluation results will help uncover best practices that are working and adapt those ideas to the district and individual school needs. (ESSA Section 1116(a)(2)(E))
 - b. The district will involve parents in the planning, review, and improvement of the school's Title I program through participation in stakeholder groups and in-person meetings where parents give input and feedback. (ESSA Section 1116(c)(3))
 - c. In a schoolwide program plan, if applicable, parents are asked to be involved in the joint development of the building's schoolwide plan through in-person meetings, surveys and electronic feedback as appropriate.
 - d. In order to ensure effective involvement of parents and to support a partnership among the school involved, parents, and the community to improve student academic achievement, each school and local educational agency shall:
 - i. Provide assistance to parents in understanding challenging State academic standards, State and local academic assessments, the requirements of this part, and how to monitor a child's progress and work with educators to improve the achievement of their children;

- ii. Provide materials and training to help parents to work with their children to improve their children's achievement, such as literacy training and using technology (including education about the harms of copyright piracy), as appropriate, to foster parental involvement;
- iii. Educate teachers, specialized instructional support personnel, principals, and other school leaders, and other staff, with the assistance of parents, in the value and utility of contributions of parents, and in how to reach out to, communicate with, and work with parents as equal partners, implement and coordinate parent programs, and build ties between parents and the school;
- iv. Coordinate and integrate parent involvement programs and activities with other Federal, State, and local programs, including public preschool programs, and conduct other activities, such as parent resource centres, that encourage and support parents in more fully participating in the education of their children;
- v. Ensure that information related to school and parent programs, meetings, and other activities is sent to the parents of participating children in a format and, to the extent practicable, in a language the parents can understand; and
- vi. Provide such other reasonable support for parental involvement activities under this section as parents may request. (ESSA Section 1116(e)(1-14))

The district shall involve parents in determining how to allocate reserved Title I funds in accordance with applicable laws.

The board will review this policy annually. The superintendent is responsible for notifying parents and families of this policy annually or within reasonable time after it has been amended during the school year. The superintendent may develop an administrative process or procedures to implement this policy.

Legal Reference: 20 U.S.C. §6318

Cross Reference: 903.2 Community Resources Persons and Volunteers

505.9R1 PARENT AND FAMILY ENGAGEMENT BUILDING – LEVEL REGULATION

To further the interests of student achievement, the superintendent will create necessary rules to engage parents and family members within the district in the following ways on a building-level basis:

1. **Policy Involvement:** The district will host an annual meeting and invite all parents to attend; and inform parents of their rights and the district's requirements under Title I. This meeting will also invite parents to become involved in the planning, review, and improvement of a building policy and in developing the district plan. The district will inform parents of:
 - Programs under this policy
 - Curriculum and assessment used for students
 - The opportunity to meet with administration to participate in decisions related to their children's education
 - A description and explanation of curriculum used in the school forms of academic assessment used to measure student progress, and
 - Achievement levels of the challenging State academic standards.
2. **Accessibility:** Provide opportunities for informed participation of parents and family members in understandable formats and languages. This includes participation by parents and family members who may have disabilities, limited English proficiency, and migratory children. Offer a flexible number of meetings during the day, evening, and weekends to facilitate parent involvement. The superintendent has discretion to allow schools to provide childcare for families of students during these meetings through Title I funds.
3. **High Student Academic Achievement:** Each school in the district will jointly develop with parents and family members a school-parents compact that outlines how parents, staff and students share responsibility for improving student academic achievement; and how a partnership will be built to achieve this. The compact will describe the responsibility of the school to provide high quality curriculum and instruction, and the parents' responsibility to support their children's learning. This will also address the importance of communication between schools and parents through parent teacher conferences, regular reports to parents on their children's progress, and ensure regular meaningful communication between family and school staff.
4. **Building Capacity for Involvement:** Each school within the district will include in their plan ways to achieve the following:
 - Assist parents and families to understand topics including academic standards and assessments and how to monitor student progress
 - Provide materials and training to help parents work with students to improve achievement.
 - Educate teachers and staff in how to communicate with parents and build ties to foster academic success
 - Coordinate and integrate other federal, state and local programs to support parents in more fully participating in students' education
 - Ensure information related to programs is sent to parents and families in understandable format; and
 - Provide other reasonable support to encourage parental involvement

5. Schools operating a Schoolwide Program: Each school operating a school wide program under this policy shall:
- Involve parents on a timely and ongoing basis in the planning, review and improvement of programs, including the parent and family engagement school policy drafting and review, and the joint development of the schoolwide program
 - If the schoolwide program plan is not satisfactory to the parents of the participating children, parent comments will be requested and submitted with the plan to the district.

506.1 EDUCATION RECORDS ACCESS

The board recognizes the importance of maintaining education records and preserving their confidentiality as provided by law. Education records are kept confidential at collection, storage, disclosure, and destruction stages. The board secretary is the custodian of education records. Education records may be maintained in the central administration office or administrative office of the student's attendance center.

Definitions:

For the purpose of this policy, the defined words have the following meaning:

- "Education Record" means those records that contain information directly related to a student and which are maintained by an education agency or institution or by a party acting for the agency or institution.
- "Eligible Student" means a student who has reached eighteen years or attends a postsecondary institution.

Parents of an eligible student are provided access to the education records only with the written permission of the eligible student unless the eligible student is defined as dependent by the Internal Revenue Code. In that case, the parents may be provided access without the written permission of the students.

An education record may contain information on more than one student. Parents will have the right to access the information relating to their student or to be informed of the information. Eligible students will also have the right to access the information relating to themselves or be informed of the information.

Parent, eligible students, and other individuals authorized in accordance with law, will have access to the student's education records during the regular business hours of the school district. Parents and eligible students will have a right to access the student's education records upon request without unnecessary delay and in no instance more than forty-five calendar days (45) after the request is made. Parents, other than parents of an eligible student, may be denied access to a student's records if the school district has a court order stating such or when the district has been advised under the appropriate laws that the parents may not access the student records. Parents, an eligible student, or an authorized representative of the parents will have the right to access the student's education records prior to an Individualized Education Program (IEP) meeting or hearing.

Copies of education records will be provided if failure to do so would effectively prevent the parents or student from exercising the right to access the education records. Fees for copies for the records are waived if it would prevent the parents or eligible student from accessing the records. A fee may not be charged to search or retrieve information from education records.

Upon the request of parents or an eligible student, the school district will provide an explanation and interpretation of the education records and a list of the types and locations of education records collected, maintained, or used by the school district.

If the parents or an eligible student believes the information in the education records is inaccurate, misleading or violates the privacy of the student, the parent or an eligible student may request that the school district amend the education records.

Education records may be disclosed in limited circumstances without parental or eligible student's written permission. This disclosure is made on the condition that the education record will not be disclosed to a third party without the written permission of the parents or the eligible student. The disclosure may be:

- to school officials within the school district and AEA personnel whom the superintendent has determined to have a legitimate educational interest, including, but not limited to, board members, employees, school

- attorney, auditor, health professionals, and individuals serving on official school committees;
- to officials of another school district in which the student wishes to enroll, provided the other school district notifies the parents the education records are being sent and the parents have an opportunity to receive a copy of the records and challenge the contents of the records unless the annual notification includes a provision that records will automatically be transferred to new school districts;
 - to the U.S. Comptroller General, the U.S. Attorney General, the U.S. Secretary of Education or state and local education authorities;
 - in connection with a student's application for, or receipt of, financial aid;
 - to organizations conducting studies for, or on behalf of, educational agencies or institutions for the purpose of developing, validating, or administering predictive tests, administering student aid programs, and improving instruction, if such studies are conducted in such a manner as will not permit the personal identification of students and their parents by persons other than representatives of such organizations and such information will be destroyed when no longer needed for the purpose for which it is conducted;
 - to accrediting organizations
 - to parents of a dependent student as defined in the internal Revenue Code;
 - to comply with a court order or judicially issued subpoena;
 - consistent with an interagency agreement between the school district and juvenile justice agencies;
 - in connection with a health or safety emergency;
 - as directory information; or
 - in additional instances as provided by law.

The superintendent will keep a list of the individuals and their positions who are authorized to view a special education student's education records, without the permission of the parents or the eligible student. Individuals not listed are not allowed access without parental or an eligible student's written permission. This list must be current and available for public inspection and updated as changes occur.

The superintendent will also keep a list of individuals, agencies and organizations which have requested or obtained access to a student's education records, the date access was given and their legitimate educational interest or purpose for which they were authorized to view the records. The superintendent, however, does not need to keep a list of the parents, authorized educational employees, officers and agencies of the school district who have accessed the student's education records. This list for an education record may be accessed by the parents, the eligible student, and the custodian of the education records.

Permanent education records, including a student's name, address, phone number, grades, attendance record, classed attended, grade level completed and year completed may be maintained without time limitation. Permanent education records will be kept in a fire-safe vault, or they may be maintained electronically with a secure backup file.

When personally identifiable information, other than permanent education records, is no longer needed to provide educational services to a special education student, the parents or eligible student are notified. This notice is normally given after the student graduates or otherwise leaves the school district. If the parents or eligible student request that the personally identifiable information be destroyed, the school district will destroy the records, except for permanent records. Prior to the destruction of the records, the school district must inform the parents or eligible student the records may be needed by the parents or eligible student for social security benefits or other purposes. For the purposes of policy, "no longer needed to provide educational services" means that the record is no longer relevant to the provision of instruction, support, or related services and it is no longer needed for accountability and audit purposes. At a minimum, a record needed for accountability and audit purposes must be retained for five years after the completion of the activity for which funds were used.

The school district will cooperate with the juvenile justice system in sharing information contained in permanent student records regarding students who have become involved with the juvenile justice system. The school district will enter into an interagency agreement with the juvenile justice agencies involved.

The purpose of the agreement is to allow for the sharing of information prior to a student's adjudication in order to promote and collaborate between the school district and the agencies to improve school safety, reduce alcohol and illegal drug use, reduce truancy, reduce in-school and out-of-school suspensions, and to support alternatives to in-school and out-of-school suspensions and expulsions which provide structured and well supervised educational programs supplemented by coordinated and appropriate services designed to correct behaviors that lead to truancy, suspension, and expulsions and to support students in successfully completing their education.

The school district may share any information with the agencies contained in a student's permanent record, which is directly related to the juvenile justice system's ability to effectively serve the student. Prior to adjudication information contained in the permanent record may be disclosed by the school district to the parties without parental consent or court order. Information contained in a student's permanent record may be disclosed by the school district to the agencies after adjudication only with parental consent or a court order. Information shared pursuant to the agreement is used solely for determining the programs and services appropriate to the needs of the student or student's family or coordinating the delivery of programs and service to the student or student's family.

Information shared under the agreement is not admissible in any court proceedings, which take place prior to a disposition hearing, unless written consent is obtained from a student's parent, guardian, or legal or actual custodian.

Confidential information shared between the school district and the agencies will remain confidential and will not be shared with any other person, unless otherwise provided by law. The school district may discontinue information sharing with an agency if the school district determines that the agency has violated the intent or letter of the agreement.

Agencies will contact the principal of the attendance center where the student is currently or was enrolled. The principal will then forward copies of the records within a reasonable time following receipt of the request.

The school district will provide training or instruction to employees about parents' and eligible students' rights under this policy. Employees will also be informed about the procedures for carrying out this policy. It is the responsibility of the superintendent to annually notify parents and eligible students that they have the right to:

1. Inspect and review the student's education records
2. Seek amendment of the student's education records that the parent or eligible student believes to be inaccurate, misleading, or otherwise in violation of the student's privacy rights
3. Consent to disclosure of personally identifiable information contained in the student's education records, except to the extent that the law authorizes disclosure without consent; and
4. File a complain with the U.S. Department of Education concerning alleged failures by the district to comply with the law.

The notice is given in a parents' or eligible student's native language. Should the school district collect personal information from students for the purposes of marketing or selling that information, the school district will annually notify parents of such activity.

The notice will include a statement that the parents have a right to file a complaint alleging the school district failed to comply with this policy. Complaints are forwarded to Family Policy Compliance Office, U.S. Department of Education, 400 Maryland Avenue, Washington, DC. 20202-8520.

Legal Reference: 20 U.S.C. § 1232g, 1415.
34 C.F.R. §§99, 300, .610 *et seq.*
Iowa Code §§ 22; 279.9B, 280.24, .25, 622.10.
281 I.A.C. 12.3(4); 41
1980 Op. Att'y Gen. 720, 825.

Cross Reference: 501 Student Attendance
505 Student Scholastic Achievement
506 Student Records
507 Student Health and Well-Being
603.3 Special Education
708 Care, Maintenance and Disposal of School District Records
901 Public Examination of School District Records

506.1E1 EDUCATION RECORDS CHECKLIST

	Copy to Parent Upon Request	Parent Signature Required**	User Must Submit Written Request*	No Parent Signature Required	Parent Notification in Advance	Parent Notification of Release	Request Made Part of Student Record	Schedule Hearing Following b/written decision to Parent	
Subpoena or Judicial Order				X	X				Lawfully Issued
Student Financial Aid				X					Written Request
School or Staff in Same School System				X					No Written Request Necessary
Other School System Where Student Plans to Enroll	X		X	X		X	X		506.1E2
United States Comptroller General			X	X			X		506.1E2
Dept. of Health, Education and Welfare Secretary			X	X			X		506.1E2
National Institute of Education			X	X			X		506.1E2
Iowa Dept. of Education Official			X	X			X		506.1E2
Parent Inspection of Student Educational Records	X	X							506.1E5
Parent Request for Hearing to Challenge Record		X						X	506.1E4
Parent Authorization for School to Release Information	X	X							506.1E3
Notification of Transfer of Student Records	X			X					506.1E6

*Such written request is available for inspection by the parent or student and the school official responsible for record maintenance.

**When a student has attained the age of 18 years or is attending an institution of post-secondary education, the permission or consent required of the rights accorded the parent of the student will thereafter be required of and accorded only to the student.

506.1E2 REQUEST OF NONPARENT FOR EXAMINATION OR COPIES OF EDUCATION RECORDS

The undersigned hereby requests permission to examine the _____
official education records of:

Legal Name of Student Date of Birth

The undersigned requests copies of the following official education records of the above student:

The undersigned certifies that they are (check one):

- (a) An official of another school system in which the student intends to enroll. _____
- (b) An authorized representative of the Comptroller General of the United States. _____
- (c) An authorized representative of the Secretary of the U.S. Department of Education
or U.S. Attorney General _____
- (d) A state or local official to whom such is specifically allowed to be reported or disclosed. _____
- (e) A person connected with the student's application for, or receipt of, financial aid.
(Specify Details Above) _____
- (f) Otherwise authorized by law. _____
(Specify Details) _____
- (g) A representative of a juvenile justice agency with which the school district has an
Interagency agreement. _____

The undersigned agrees that the information obtained will only be redisclosed consistent with state or federal law without the written permission of the parents of the student, or the student if the student is of majority age.

Signature Date

Agency Title

Address City, State, Zip

Phone Number

APPROVED

Signature: _____ Title: _____

Date: _____

506.1E3 AUTHORIZATION FOR RELEASE OF EDUCATION RECORDS

The undersigned hereby authorizes _____ School District to release copies of the following official educational records:

_____ concerning _____ (Full Legal Name of Student)

_____ (Date of Birth.

(Name of Last School Attended) _____

(Year(s) of Attendance) from 20 ____ to 20 ____.

The reason for this request is:

_____.

My relationship to the child is: _____.

Copies of the records to be released are to be furnished to:

_____ the undersigned _____ the student _____ other (please specify) _____

Signature _____ Date _____

Address _____ City, State, Zip _____

Phone Number _____

506.1E4 REQUEST FOR HEARING ON CORRECTION OF EDUCATION RECORDS

To: _____ Address: _____
 Board Secretary (Custodian)

I believe certain official education records of my child, _____ (full legal name of student), _____ (school name), are inaccurate, misleading or in violation of the privacy rights of my child.

To the official education records which I believe are inaccurate, misleading or in violation of the privacy or other right of my child are:

The reason I believe such records are inaccurate, misleading or in violation of the privacy or other rights of my child is:

My relationship to the child is:

I understand that I will be notified in writing of the time and place of the hearing; that I will be notified in writing of the decision; and I have the right to appeal the decision by so notifying the hearing officer in writing within ten days after my receipt of the decision or a right to place a statement in my child's record stating I disagree with the decision and why.

Signature _____ Date _____

Address _____ City, State, ZIP _____

Phone Number _____

506.1E5 REQUEST FOR EXAMINATION OF EDUCATION RECORDS

To: _____ Address: _____
 Board Secretary (Custodian)

The undersigned desires to examine the following official education records. _____

of _____, _____, _____
 Full Legal Name of Student Date of Birth Grade

Name of School: _____

My relationship to the child is: _____

(Check one)

_____ I do _____ desire a copy of such records. I understand that a reasonable charge may be made for the copies.

_____ I do not

Signature _____ Date _____

Agency _____ Title _____

Address _____ City, State, ZIP _____

Phone Number _____

APPROVED:

Signature: _____ Title: _____

Date: _____

506.1E6 NOTIFICATION OF TRANSFER OF EDUCATION RECORDS

To: _____ Date: _____

Address: _____

City/State: _____ Zip: _____

Please be notified that copies of the Shenandoah Community School District's official education records concerning _____, (full legal name of student) have been transferred to:

School District Name	Address
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upon the written statement that the student intends to enroll in said school system.

If you desire a copy of such records furnished, please check here, and return this form to the undersigned. A reasonable charge will be made for the copies.

If you believe such records transferred are inaccurate, misleading, or otherwise in violation of the privacy or other rights of the student, you have the right to a hearing to challenge the contents of such records.

Name: _____

Title: _____

506.1E7 LETTER TO PARENT REGARDING RECEIPT OF A SUBPOENA

Date:

Dear _____ (*Parent Name*):

This letter is to notify you that the Shenandoah Community School District has received a subpoena / court order requesting copies of your child's education records.

The specific records requested are _____
_____.

The school district has until _____ (date on subpoena or court order) to deliver the documents to _____ (requesting party on subpoena or court order). If you have any questions, please do not hesitate to contact me at _____ (*phone #*).

Sincerely,

(*Principal or Superintendent*)

506.1E8 ANNUAL NOTICE

The Family Educational Rights and Privacy Act (FERPA) affords parents and students over 18 years of age (“eligible students”) certain rights with respect to the student’s education records. They are:

- (1) The right to inspect and review the student’s education records within 45 days of the day the district receives a request for access.

Parents or eligible students should submit to the school principal (or appropriate school official) a written request that identifies the record(s) they wish to inspect. The principal (or appropriate school official) will make arrangements for access and notify the parent or eligible student of the time and place where the records may be inspected.

- (2) The right to request the amendment of the student’s education records that the parent or eligible student believes are inaccurate or misleading or in violation of the student’s privacy rights under FERPA. Parents or eligible students who wish to ask the school district to amend a record should write the school principal (or appropriate school official), clearly identify the part of the record they want changed and specify why it should be changed.

If the district decides not to amend the record as requested by the parent or eligible student, the district will notify the parent or eligible student of the decision and advise them of their right to a hearing regarding the request for amendment. Additional information regarding the hearing procedures will be provided to the parent or eligible student when notified of the right to a hearing.

- (3) The right to consent to disclosures of personally identifiable information contained in the student’s education records, except to the extent that FERPA authorizes disclosure without consent.

One exception, which permits disclosure without consent is disclosure to school officials with legitimate educational interests. A school official is a person employed by the district as an administrator, supervisor, instructor, or support staff member (including health or medical staff and law enforcement unit personnel); a person serving on the school board. A school official also may include a volunteer or contractor outside of the school who performs an institutional service or function for which the school would otherwise use its own employees and who is under the direct control of the school with respect to the use and maintenance of personal identifiable information from education records, (such as an attorney, auditor, medical consultant, or therapist,); a parent or student serving on an official committee, such as a disciplinary or grievance committee or student assistance team, or assisting another school official in performing his or her tasks. A school official has a legitimate educational interest if the official needs to review an education record in order to fulfill his or her professional responsibility.

Upon request, the district discloses education records without consent to officials of another school district in which a student seeks or intends to enroll (Note: FERPA requires a school district to make a reasonable attempt to notify the parent or eligible student of the records request unless it states in its annual notification that it intends to forward records on request.)

- (4) The right to file a complaint with the U.S. Department of Education concerning alleged failures by the district to comply with the requirements of FERPA. The name and address of the office that administers FERPA is: Family Policy Compliance Office, U.S. Department of Education, 400 Maryland Ave., SW, Washington, DC, 20202-4605.

506.1E9 JUVENILE JUSTICE AGENCY INFORMATION SHARING AGREEMENT

Statement of Purpose: The purpose of this Agreement is to allow for the sharing of information among the School District and the Agencies prior to a student's adjudication in order to promote and collaborate to improve school safety, reduce alcohol and illegal drug use, reduce truancy, reduce in-school and out-of-school suspensions, and to support alternatives to in-school and out-of-school suspensions and expulsions which provide structured and well supervised educational programs supplemented by coordinated and appropriate services designed to correct behaviors that lead to truancy, suspension, and expulsions and to support students in successfully completing their education.

Identification of Agencies: This agreement is between the Shenandoah Community School District (hereinafter "School District") and (agencies listed) (hereinafter "Agencies").

Statutory Authority: This agreement implements Iowa Code § 280.25 and is consistent with 34 C.F.R. 99.38.

Parameters of Information Exchange:

1. The School District may share any information with the Agencies contained in a student's permanent record which is directly related to the juvenile justice system's ability to effectively serve the student.
2. Prior to adjudication information contained in the permanent record may be disclosed by the school district to the Agencies without parental consent or court order.
3. Information contained in a student's permanent record may be disclosed by the School District to the Agencies after adjudication only with parental consent or a court order.
4. Information shared pursuant to the agreement is used solely for determining the programs and services appropriate to the needs of the student or student's family or coordinating the delivery of programs and services to the student or student's family.
5. Information shared under the agreement is not admissible in any court proceeding which take place prior to a disposition hearing, unless written consent is obtained for a student's parent, guardian, or legal or actual custodian.
6. Information obtained by the school from other juvenile justice agencies may not be used as the basis for disciplinary action of the student.
7. This agreement only governs a school district's ability to share information and the purposes for which that information can be used. Other agencies are bound by their own respective confidentiality policies.

Records' Transmission: The individual requesting the information should contact the principal of the building in which the student is currently enrolled or was enrolled. The principal will forward the records within a reasonable time following receipt of the request.

Confidentiality: Confidential information shared between the Agencies and the school district will remain confidential and will not be shared with any other person, unless otherwise provided by law. Information shared under the agreement is not admissible in any court proceedings which take place prior to a disposition hearing, unless written consent is obtained from a student's parent. Agencies or individuals violating the terms of this agreement subject their entity represented and themselves personally to legal action pursuant to federal and state law.

Amendments: This agreement constitutes the entire agreement among the agencies with respect to information sharing. Agencies may be added to this agreement at the discretion of the school district.

Term: This agreement is effective from (September 1, 20 or other date).

Termination: The School District may discontinue information sharing with an Agency if the School District determines that the Agency has violated the intent or letter of this Agreement.

APPROVED:

Signature: _____	Address: _____
Title: _____	City: _____
Agency: _____	State: _____ ZIP _____
Dated: _____	Phone Number: _____

Signature: _____	Address: _____
Title: _____	City: _____
Agency: _____	State: _____ ZIP _____
Dated: _____	Phone Number: _____

Signature: _____	Address: _____
Title: _____	City: _____
Agency: _____	State: _____ ZIP _____
Dated: _____	Phone Number: _____

Signature: _____	Address: _____
Title: _____	City: _____
Agency: _____	State: _____ ZIP _____
Dated: _____	Phone Number: _____

506.1R1 USE OF EDUCATION RECORDS

Parents and eligible students will have a right to access a student's education records upon request without unnecessary delay and in no instance more than forty-five calendar days after the request is made. The intent of this regulation is to establish procedures for granting requests from eligible students and parents to access a student's education records.

Education records mean those records that contain information directly related to a student and which are maintained by an education agency or institution or by a party acting for the agency or institution. These may include but are not necessarily limited to: dates of attendance; academic work completed; level of achievement (grades, standardized test scores); attendance data; scores on standardized intelligence, aptitude, and psychological tests; interest inventory results; health data; family background information; teacher or counselor ratings and observations; and verified reports of serious or recurrent behavior patterns.

A. Access to Records

An eligible student or parent, upon written request to the board secretary, shall receive an explanation and interpretation of the education records. A student, eighteen years or older, has the right to determine who, outside the school system, has access to the records. Parents of students who are 18 years or older but still depends for income tax purposes may access the student's records without prior permission of the student.

1. School officials having access to student records are defined as having a legitimate educational interest. A. school official is a person employed by the school district as an administrator, supervisor, instructor, or support staff member (including health or medical staff and law enforcement unit personnel); a person serving on the school board; a person or company with whom the school district has contracted to perform a special task (such as an attorney, auditor, AEA employee, medical consultant, or therapist); or a parent or student serving on an official committee, such as disciplinary or grievance committee or student assistance team, or assisting another school official in performing his or her task.

B. Release of Information Outside of School

Information from education records may be disclosed to outside parties as outlined in board policy and otherwise provided by law.

C. Procedures for Requesting a Record Amendment

1. If the eligible student, parent, or legal guardian believe the information in the education records is inaccurate, misleading, or violates the privacy of the student, the parents or an eligible student may request that the school district amend the education student records.
2. The school district will decide whether to amend the education student records within a reasonable time after receipt of the request.
3. If the school district determines an amendment is made to the education student record, the school district will make the amendment and inform the parents or the eligible student of the decision in writing.
4. If the school district determines that amendment of the student's education record is not appropriate, it will inform the parents or the eligible student of their right to a hearing before the hearing officer provided by the school district. The hearing officer may be an employee of the school district, so long as the employee does not have a direct interest in the outcome of the hearing.

5. Upon parental request, the school district will hold a hearing regarding the content of a student's education records which the parent believes to be inaccurate, misleading, or in violation of the privacy of the privacy rights of students.
6. The parents or eligible student will be given a full and fair opportunity to present evidence relevant to the issues. The parent or eligible student may be represented by an individual at their choice at their own expense.
7. The hearing officer will render a written decision within a reasonable period after the hearing. The decision will be based upon evidence presented at the hearing and must include a summary of the evidence and the reasons for the decision.
8. The parents may appeal the hearing officer's decision to the superintendent within 10 days if the superintendent does not have a direct interest in the outcome of the hearing.
9. The parents may appeal the superintendent's decision or the hearing officer's decision if the superintendent was unable to hear the appeal, to the board within 10 days. It is within the discretion of the board to hear the appeal.
10. If the parents' and the eligible student's request to amend the education student record is further denied following the hearing, the parents or the eligible student are informed that they have a right to place an explanatory letter in the education student record commenting on the school district's decision or setting forth the reasoning for disagreeing with the school district. Additions to the student's education records will become a part of the education student record and be maintained like other education student records. If the school district discloses the education student records, the explanation by the parents will also be disclosed or the eligible student of the decision in writing.

506.2 STUDENT DIRECTORY INFORMATION

Directory information is information contained in the education records of a student that would not generally be considered harmful or an invasion of privacy if disclosed. The district may disclose "directory information" to third parties without consent if it has given public notice of the types of information which it has designated as "directory information," the parent's or eligible student's right to restrict the disclosure of such information, and the period of time within which a parent or eligible student has to notify the school in writing that he or she does not want any or all of those types of information designated as "directory information." The district has designated the following as "directory information":

- Student's name
- Address
- Telephone listing
- Electronic mail address
- Photograph
- Date and place of birth
- Major field of study
- Dates of attendance
- Grade level
- Participation in officially recognized activities and sports
- Weight and height of members of athletic teams
- Degrees, honors, and awards received
- The most recent educational agency or institution attended
- Student ID number, user ID, or other unique personal identifier used to communicate in electronic systems that cannot be used to access education records without a PIN, password, etc. (A student's SSN, in whole or in part, cannot be used for this purpose)

Student is defined as an enrolled individual, PK-12 including children in school district sponsored child-care programs.

Prior to developing a student directory or to giving general information to the public, parents (including parents of students open enrolled out of the school district and parents of children home schooled in the school district) will be given notice annually of the intent to develop a directory or to give out general information and have the opportunity to deny the inclusion of their child's information in the directory or in the general information about the students.

It is the responsibility of the superintendent to provide notice and to determine the method of notice that will inform parents.

Legal Reference: 20 U.S.C § 1232g.
34 C.F.R. § 99
Iowa Code § 22; 622.10
281 I.A.C. 12.3(4); 41
1980 Op. Att'y Gen 720

Cross Reference: 504 Student Activities
506 Student Records
901.1 Public Examination of School District Records
902.6 Live Broadcast or Videotaping

Approved 8/8/94

Reviewed 4/12/21

Revised 5/14/12

506.2E1 AUTHORIZATION FOR RELEASING STUDENT DIRECTORY INFORMATION

The Shenandoah Community School District has adopted a policy designed to assure parents and students the full implementation, protection, and enjoyment of their rights under the Family Educational Rights and Privacy Act of 1974 (FERPA). A copy of the school district's policy is available for review in the office of the principal of all of our schools.

This law requires the school district to designate as "directory information" any personally identifiable information taken from a student's educational records prior to making such information available to the public.

The school district has designated the following information as directory information:

- Student's name
- Address
- Telephone listing
- Electronic mail address
- Photograph
- Date and place of birth
- Major field of study
- Dates of attendance
- Grade level
- Participation in official recognized activities and sports
- Weight and height of members of athletic teams
- Degrees, honors, and awards received
- The most recent educational agency or institution attended
- Student ID number, user ID, or other unique personal identifier used to communicate in electronic systems that cannot be used to access education records without a PIN, password, etc. (A student's SSN, in whole or in part, cannot be used for this purpose.)

You have the right to refuse the designation of any or all of the categories of personally identifiable information as directory information with respect to your student provided that you notify the school district in writing no later than September 15th of this school year. If you desire to make such a refusal, please complete, and return the slip attached to this notice.

If you have no objection to the use of student information, you do not need to take any action.

RETURN THIS FORM

Shenandoah Community School District Parental Directions to Withhold Student/Directory Information for Education Purposes, for 20____ - 20____ school year.

Student Name: _____ Date of Birth: _____

School: _____ Grade: _____

Signature of Parent/Legal Guardian/Custodian of Child Date

This form must be returned to your child's school no later than Sept. 15th of this school year. Additional forms are available at your child's school.

Approved 8/8/94

Reviewed 4/12/21

Revised 5/14/12

506.2R1 USE OF DIRECTORY INFORMATION

The *Family Educational Rights and Privacy Act* (FERPA), a Federal law, requires that Shenandoah School District, with certain exceptions, obtain your written consent prior to the disclosure of personally identifiable information from your child's education records. However, Shenandoah Community School District may disclose appropriately designated "directory information" without written consent, unless you have advised the District to the contrary in accordance with District procedures. The primary purpose of directory information is to allow the Shenandoah Community School District to include this type of information from your child's education records in certain school publications. Examples include:

- A playbill, showing your student's role in a drama production;
- The annual yearbook;
- Honor roll or other recognition lists;
- Graduation programs; and,
- Sports activity sheets, such as for wrestling, showing weight and height of team members.

Directory information, which is information that is generally not considered harmful or an invasion of privacy if released, can also be disclosed to outside organizations without a parent's prior written consent. Outside organizations include, but are not limited to, companies that manufacture class rings or publish yearbooks. In addition, two federal laws require local educational agencies (LEAs) receiving assistance under the *Elementary and Secondary Education Act of 1965* (ESEA) to provide military recruiters, upon request, with the following information – names, addresses and telephone listings – unless parents have advised the LEA that they do not want their student's information disclosed without their prior written consent. ¹

If you do not want the Shenandoah Community School District to disclose directory information from your child's education records without your prior written consent, you must notify the District in writing by September 1st. The Shenandoah Community School District has designated the following information as directory information:

- Student's name
- Address
- Telephone listing
- Electronic mail address
- Photograph
- Date and place of birth
- Major field of study
- Date of attendance
- Grade level
- Participation in official recognized activities and sports
- Weight and height of members of athletic teams
- Degrees, honors, and awards received
- The most recent educational agency or institution attended
- Student ID number, user ID, or other unique personal identifier used to communicate in electronic systems that cannot be used to access education records without a PIN, password, etc. (A student's SSN, in whole or in part, cannot be used for this purpose.)

These laws are: Section 9528 of the Elementary and Secondary Education Act (20 U.S.C. § 7908) and 10 U.S.C. § 503(c).

Approved 8/8/94

Reviewed 4/12/21

Revised 5/14/12

605.3 OBJECTION TO INSTRUCTIONAL MATERIALS

Members of the school district community may object to the instructional and library materials utilized in the school district and ask for their use to be reconsidered.

It is the responsibility of the superintendent, in conjunction with the principals, to develop administrative regulations for reconsideration of instructional materials. Information related to the process for reconsideration of instructional materials and library materials will be made available on the district's website.

Parents or guardians of students enrolled in the district have the ability to request that their student not be able to access certain instructional materials or check out certain library materials. For the purposes of prohibiting access to instructional materials, Iowa law has defined instructional materials to mean either printed or electronic textbooks and related core materials that are written and published primarily for use in elementary and secondary school instruction and are required by a state educational agency or district for use by students in the student's classes by the teacher of record. Instructional materials does not include lesson plans.

Legal Reference: Iowa Code §§ 279.8; .74, .77; 280.3, .14; 301 (2009).

Cross Reference:	215	Public Participation in Board Meetings
	402.5	Public Complaints About Employees
	505	Student Scholastic Achievement
	602	Curriculum Development
	605	Instructional Materials

Approved 8/8/94

Reviewed 1/9/23

Revised 1/9/23

605.3E1 INSTRUCTIONS TO THE RECONSIDERATION COMMITTEE

The policy of this school district related to selection of learning materials states that any member of the school district community may formally challenge instructional materials used in the district's education program. This policy allows those persons in the school and the community who are not directly involved in the selection of materials to make their own opinions known. The task of the reconsideration committee is to provide an open forum for discussion of challenged materials and to make an informed recommendation on the challenge. The meetings of the committee may be subject to the open meetings law.

The most critical component of the reconsideration process is the establishment and maintenance of the committee's credibility in the community. For this purpose, the committee is composed of community members. The community should not, therefore, infer that the Committee is biased or is obligated to uphold prior professional decisions. For this same reason, a community member will be selected to chair the committee.

The reconsideration process, the task of this committee, is just one part of the selection continuum. Material is purchased to meet a need. It is reviewed and examined, if possible, prior to purchase. It is periodically re-evaluated through updating, discarding, or re-examination. The committee must be ready to acknowledge that an error in selection may have been made despite this process. Librarians and school employees regularly read great numbers of reviews in the selection process, and occasional errors are possible.

In reconsidering challenged materials, the role of the committee, and particularly the chairperson, is to produce a climate for disagreement. However, the committee should begin by finding items of agreement, keeping in mind that the larger the group participating, the greater the amount of information available and, therefore, the greater the number of possible approaches to the problem.

If the complainant chooses, the complainant may make an oral presentation to the committee to expand and elaborate on the complaint. The committee will listen to the Complainant, to those with special knowledge, and any other interested persons. In these discussions, the committee should be aware of relevant social pressures which are affecting the situation. Individuals who may try to dominate or impose a decision must not be allowed to do so. Minority viewpoints expressed by groups or individuals must be heard, and observers must be made to feel welcome. It is important that the committee create a calm, nonvolatile environment in which to deal with a potentially volatile situation. To this end, the complainant will be kept informed of the progress of the complaint.

The committee will listen to the views of all interested persons before making recommendations. In deliberating its recommendation, the committee should remember that the school system must be responsive to the needs, tastes, and opinions of the community it serves. Therefore, the committee must distinguish between broad community sentiment and attempts to impose personal standards. The deliberations should concentrate on the appropriateness of the material. The question to be answered by the committee is, "Is the material appropriate for its designated audience at this time?"

The committee's final recommendation will be (1) to remove the challenged material from the total school environment, (2) to take no removal action, or (3) to agree on a limitation of the educational use of the materials.

The committee chairperson will instruct the secretary to convey the committee's recommendation to the office of the superintendent. The recommendation should detail the rationale on which it was based. A letter will be sent to the complainant outlining the outcome.

605.3E2 RECONSIDERATION OF INSTRUCTIONAL MATERIALS

RECONSIDERATION REQUEST FORM

Request for re-evaluation of printed or audiovisual material to be submitted to the superintendent.

REVIEW INITIATED BY:

DATE: _____

Name _____

Address _____

City/State _____ Zip Code _____ Telephone _____

School(s) in which item is used _____

Relationship to school (parent, student, citizen, etc.) _____

BOOK OR OTHER PRINTED MATERIAL IF APPLICABLE:

Author _____ Hardcover _____ Paperback _____ Other _____

Title _____

Publisher (if known) _____

Date of Publication _____

AUDIOVISUAL MATERIAL IF APPLICABLE:

Title _____

Producer (if known) _____

Type of material (filmstrip, motion picture, etc.) _____

PERSON MAKING THE REQUEST REPRESENTS: (*circle one*)

Self

Group or Organization

Name of group _____

Address of Group _____

1 What brought this item to your attention?

2 To what in the item do you object? (Please be specific; cite pages, or frames, etc.)

3 In your opinion, what harmful effects upon students might result from use of this item?

4 Do you perceive any instructional value in the use of this item?

5 Did you review the entire item? If not, what sections did you review?

6 Should the opinion of any additional experts in the field be considered?

_____ yes

No

If yes, please list specific suggestion _____

7 To replace this item, do you recommend other material which you consider to be of equal or superior quality for the purpose intended?

8 Do you wish to make an oral presentation to the Review Committee?

_____ (a) Please call the office of the Superintendent.

Yes

_____ (b) Please be prepared at this time to indicate the approximate length of time your presentation will
No require. _____ minutes.

605.3E3 SAMPLE LETTER TO INDIVIDUAL CHALLENGING INSTRUCTIONAL MATERIALS

Dear:

We recognize your concern about the use of _____ in our school district. The school district has developed procedures for selection of instructional materials but realizes that not everyone will agree with every selection made.

To help you understand the selection process, we are sending copies of the school district's:

- 604 Instructional goals and objectives,
- 605 Instructional Materials Selection policy statement, and
- 606 Procedure for reconsideration of instructional materials.

If you are still concerned after you review this material, please complete the Reconsideration Request Form and return it to me. You may be assured of prompt attention to your request. If I have not heard from you within one week, we will assume you no longer wish to file a formal complaint.

Sincerely,

REQUEST TO PROHIBIT A STUDENT FROM ACCESSING SPECIFIC INSTRUCTIONAL MATERIALS

Request to prohibit a student from checking out certain instructional materials to be submitted to the superintendent. Please complete one form per student.

REQUEST INITATED BY _____ DATE _____

Name _____

Address _____

City/State _____ Zip Code _____ Telephone _____

Name of affected Student _____

Requester's Relationship to Student (must be parent/legal guardian)

BOOK OR OTHER PRINTED MATERIAL TO PROHIBIT STUDENT FROM ACCESSING:

Author _____ Hardcover ____ Paperback _____ Other _____

Title _____

Publisher (if know) _____

Date of Publication _____

MULTIMEDIA MATERIAL TO PROHIBIT STUDENT FROM ACCESSING:

Title _____

Producer (if known) _____

Type of material (filmstrip, motion picture, etc.) _____

Dated

Signature

605.3R1 RECONSIDERATION OF INSTRUCTIONAL MATERIALS REGULATION

A. A member of the school district community may raise an objection to the instructional materials used in the school district's education program. While the individuals recommending the selection of such material were duly qualified to make the selection and followed the proper procedure and observed the criteria for selection such material; the district must be ready to acknowledge that an error in selection may have been made despite this process. School employees regularly read and great numbers of reviews in the selection process, and occasional errors are possible.

1. The complainant will address the complain at the lowest organizational lever of licensed staff. Often this will be the classroom teacher.

2. The school official or employee receiving a complaint regarding instructional or library materials will try to resolve the issue at the lowest organizational lever. The materials generally will remain in use pending the outcome of the reconsideration procedure.

a. The school official or employee initially receiving a complaint will explain to the individual the district's selection procedure, criteria to be met by the instructional materials, and qualifications of those persons selecting the material.

b. The school official or employee initially receiving a complaint will explain to the individual the role of the objected material in the education program, its intended educational purpose, and additional information regarding its use. In the alternative, the employee may refer the individual to the teacher-librarian who can identify and explain the use of the material.

c. The school official or employee receiving the initial complaint will direct the complainant to complete the Request for Reconsideration of Instructional and Library Materials Form and notify the building level principal of receipt of the complaint within two school days after the reconsideration form is received. Schools officials will offer to assist the complainant in completing the form, but if a complainant refuses to complete the form, the complaint will be deemed invalid and no further action taken.

B. Request for Reconsideration

1. A member of the school district community may formally challenge instructional and library materials on the basis of appropriateness used in the school district's education program. This procedure is for the purpose of considering the opinions of those persons in the school district and the community who are not directly involved in the selection process.

2. Each attendance center and the school district's central administrative office will keep on hand and make available Request for Reconsideration of Instructional and Library Materials Forms.

3. The individual will state the specific reason the instructional or library material is being challenged. The Request for Reconsideration of Instructional and Library Materials Form is signed by the individual and filed with the building-level principal.

4. The building-level principal will promptly file the objection with the Superintendent for reevaluation.

5. The Superintendent will convene a reconsideration committee within two weeks of receipt of the Reconsideration Form.
6. The committee will make their recommendation to the Superintendent within five school days of the meeting.
7. The Superintendent will issue a decision related to the Reconsideration Request Form within 5 school days of receipt of the committee's recommendation. A copy of the Superintendent's decision will be provided to the complainant.
8. An appeal of the Superintendent's decision may be filed with the board secretary within five days of the Superintendent's decision. The board will determine whether to hear the appeal at the next regular meeting or within 30 days of the Superintendent's decision, whichever is later. If the board elects to hear the appeal, the board will act to affirm, modify or reverse the decision of the Superintendent. The board's decision will be communicated to the complainant. The board's decision will be deemed final.
9. Generally, access to challenged instructional material will not be restricted during the reconsideration process. However, in unusual circumstances, the instructional material may be removed temporarily by following the provisions of Section B.6.d of this rule.
10. The Reconsideration Committee
 - a. The Reconsideration Committee is made up of eight members.
 - (1) One licensed employee designated annually, as needed, by the Superintendent.
 - (2) One teacher-librarian designated annually by the Superintendent.
 - (3) One member of the administrative team designate annually by the Superintendent.
 - (4) Three members of the community appointed annually, as needed, by the board.
 - (5) ~~Two high school students, selected annually by the high school principal.~~ STRIKE per Iowa Code 279.81
 - b. The committee will select their chairperson and secretary.
 - c. The committee will meet at the request of the Superintendent.
 - d. Special meetings may be called by the board to consider temporary removal of materials in unusual circumstances. A recommendation for temporary removal will require a two-thirds vote of the committee.
 - e. The committee may be subject to applicable open meeting and public records laws. Notice of the committee meeting is made public through appropriate communication methods as required by law.
 - f. The committee will receive the complete Reconsideration Request Form from the Superintendent.
 - g. The committee will determine its agenda for the meeting which may include the following:
 - (1) Distribution of copies of the completed Reconsideration Request Form.
 - (2) An opportunity for the individual or a group spokesperson to talk about or expand on the Reconsideration Request Form.
 - (3) Distribution of reputable, professionally prepared reviews of the challenged instructional material if available.
 - (4) Distribution of copies of the challenged instructional material as available.

h. The committee will determine whether interested persons, including the individual filing the challenge, may have the opportunity to share their views. The committee may request that individuals with special knowledge be present to give information to the committee.

i. The committee's final recommendation may be to take no removal action, to remove the challenged material from the school environment, or to limit the educational use of the challenged material. The sole criterion for the final recommendation is the appropriateness of the material for its intended use. The written final recommendation and its justification are forwarded to the superintendent, the complainant, and the appropriate attendance centers.

j. The individual filing the challenge is kept informed by the Superintendent of the status of the reconsideration request throughout the reconsideration process. The individual filing the challenge and known interested parties are given appropriate notice of meetings as required by law.

k. Following the Superintendent's decision with respect to the committee's recommendation, the individual may appeal the decision to the board for review.

l. A recommendation to sustain a challenge will not be interpreted as a judgment of irresponsibility on the part of the individuals involved in the original selection or use of the material.

m. Requests to reconsider materials which have previously been reconsidered by the committee must receive approval of two-thirds of the committee members before the materials will again be reconsidered.

n. If necessary or appropriate in the judgment of the committee, the committee may consolidate related challenges or decline to hear multiple challenges to the same materials; generally, the committee will not hear subsequent challenges to the same materials within the same school year.