

Shenandoah Community School District Board of Directors
Shenandoah Administration Board Room
July 21, 2025 – 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 Mason
 - a. *The Shenandoah Community School District, in partnership with families and the community, will provide each student an educational environment that maximizes his or her potential to become responsible, successful citizens and lifelong learners in an ever-changing world.*
4. Welcome To Audience
5. Public Forum
6. Administrative Reports
 - a. IGNITE Update – Denise Green
7. Consent Agenda
 - a. Minutes
 - b. Treasurer's Report
 - i. Account Balances
 - ii. Unspent Authorized Budget Report
 - iii. Accounts Payable
 - c. Personnel Requests:

Contracts:		
Haley Anderson	K8 Associate	\$16.49/hr
Vanessa Archer	PS Associate	\$16.49/hr
Caitlyn Blake	HS Associate	\$16.49/hr
Amber Helmick	K8 Associate	\$16.49/hr
Christine Mackey	IGNITE Senior Class Sponsor	\$1,728
	IGNITE Student Council Sponsor	\$1,296
Jordan Nuttall	IGNITE –Chemistry/Physics	\$6,240
Janet Shough	K8 Associate w/ Para Cert.	\$16.79/hr
Stanna Wellauer	K8 Associate	\$16.49/hr
Jade Wolverton	K8 Associate	\$16.49/hr
Alisha Woodyard	K8 Associate	\$16.49/hr
Resignations:		
Christen Dinges	Wrestling Cheer	
Shalee McCollum	K8 Associate	
Elizabeth Skillern	MS G Track	
Transfers:		
Roy Nelson	MS Associate to IT Apprenticeship	
 - d. Fundraising Requests
*on attached sheet
8. Action Items
 - a. Approve 2025-26 Athletic Trainer Agreement with SMC
 - b. Approve 2025-26 Wellness Agreement with SMC

- c. Approve Building Automation System Service and Support Agreements with Albireo for Administration Building, High School and K-8 Building
 - d. Approve Fire Inspection Agreements with Johnson Controls
 - e. Approve 2025-26 Milk Bid with Hiland Dairy (low bid)
 - f. Approve Diesel Fuel Proposal with RocStop
 - g. Approve 2025-26 Handbooks and Changes
 - i. Teacher Handbook
 - ii. Support Staff Handbook
 - iii. Coaching Handbook
 - iv. Student/Parent Handbook
 - v. Preschool Handbook
 - vi. IGNITE Handbook
 - vii. High School Course Handbook
 - h. Accept Invitation to Join the WIC
 - i. Acknowledge Receipt of FY 2024 Audit Report
 - j. Acknowledge Receipt of K8 Roof and HVAC Replacement Project Status Report #2
 - k. Approve Advertising and Accepting Bids for the Property at 213 and the West ½ of 211 West Sheridan with a Minimum Bid of \$150,000
 - l. Approve Replacement Acoustic Panels from CTi for High School Music Room - \$12,941.78
 - m. Approve Final Reading of Policy Change
 - i. 503.09 - Student Use of Personal Electronic Devices
9. Informational Items
- Next Regular Meeting – August 11, 2025 at 5:00 p.m.
10. Adjournment

Shenandoah Community School District
Minutes of the Regular Meeting of the Board of Directors – June 9, 2025
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 (via phone), 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 Van Der Vliet.

Welcome to Audience:

President Fichter welcomed everyone to the meeting.

Open Forum:

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

Administrative Reports:

Recognition of Teams and Athletes Who Competed at State:

High School Principal Ty Ratliff introduced girls golf coach Jay Soderberg and boys and girls track coach Grant Staats. Coach Soderberg shared the accomplishments of the team and recognized the girls who competed at the state golf tournament where they finished 9th. Rachel Jones shared her experience golfing at the state tournament. Coach Grant Staats listed the track events that were competed in at state, sharing that the boys 4x200 received a medal and Titus Steng was the state champion in the wheelchair 100, 200 and 400 and runner up in the 800. Cole Graham talked about the experience of running at state again this year. Both tennis teams and the boys golf team also had athletes that competed at state.

Consent Agenda:

Approve the consent agenda to include previous minutes, the financial accounts, the payment of bills, and fundraising requests. Personnel Requests: Contracts 2024-25: Jasmine Vogler, Custodian - \$16.60/hr day, \$17.60/hr night. Contracts 2025-26: Daniel Autry, 9th Grade Sponsor - \$864; Tahrae Bonnes, Kindergarten - \$65,290; Skippy Eckhardt, Asst. Strength and Conditioning - \$4,103; Cadence Gough, PS Associate/After School Care - \$16.49/hr; Julie Murre, HS Fall Play - \$1,944; Kasie Parr, HS Success Room Associate - \$16.49/hr; Jay Sweet, Skills USA - \$864; Angela Trowbridge, Asst. Speech - \$2,591. Resignations: Eva Seering, Custodian – effective 5.13.25. Transfers: Katherine Binau, PS After School Care to PS Associate; Kennedy Miller, Kindergarten to Junior Kindergarten. Motion to approve by Director Wooten, second by Director Mason. Motion carried unanimously.

Action Items:

Approve Additional Graduation Ceremonies – Mid Year Graduates December 2025 and IGNITE in May 2026:

Motion to approve by Director Wooten, second by Director Twyman. Motion carried unanimously.

Approve a Senior Class Sponsor for IGNITE and a Student Council Advisor for IGNITE:

Motion to approve by Director Wooten, second by Director Mason. Motion carried unanimously.

Acknowledge Receipt of K8 Roofing and HVAC Replacement Project Status Report #1:

Motion to acknowledge by Director Wooten, seconded by Director Mason. Motion carried unanimously.

Approve 2nd Reading of Policy Changes:

Motion to approve 2nd reading of policy 503.09 – Student Use of Personal Electronic Devices by Director Wooten, second by Director Twyman. Motion carried unanimously.

Approve Final Reading of Policy Changes:

Due to changes and executive orders at the federal level and changes to state code, the following policies need modified: 102 – Equal Educational Opportunity; 102-R(1) - Equal Educational Opportunity – Grievance Procedure; 102.E1 – Annual Notice of Nondiscrimination; 102.E2 - Continuous Notice of Nondiscrimination; Notice of Section 504 Student Parental Rights; 102.E4 - Discrimination Complaint Form; 102.E5 - Witness Disclosure Form; 104.E2 - Witness Disclosure Form; 104.E3 - Disposition of Complaint Form; 401.01 - Equal Employment Opportunity; 402.02 - Child Abuse Reporting; 506.01 - Education Records Access; 600 – Goals and Objectives of the Education Program (I & II); 603.04 - Multicultural/Gender Fair Education; 605.01-R(1) - Instructional Materials Selection (I, II) - Selection of Instructional

Materials Regulation; 708: Care, Maintenance and Disposal of School District Records; 710.01-R(1) - School Food Program – School Nutrition Program Civil Rights Complaints Procedure; 710.1E1 - School Nutrition Program Notices of Nondiscrimination; 710.1E2 - Child Nutrition Programs Civil Rights Complaint Form; 804.02 - District Emergency Operations Plans; 804.06. Motion to approve by Director Wooten, second by Director Mason. Motion carried unanimously.

Informational Items:

Next Regular Meeting – July 21, 2025 at 5:00 pm

Adjournment:

Motion by Director Wooten, second by Director Mason to adjourn the meeting at 5:19 pm. Motion carried unanimously.

Board Secretary

Board President

**Shenandoah Community School District
Minutes of the Closed Session of the Board of Directors – June 9, 2025
Administration Board Room**

Call to Order:

Board President Jean Fichter called the meeting to order at 5:20 pm.

Roll Call:

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

Closed Session:

At 5:22 pm Director Wooten made a motion to go into closed session as authorized by Iowa Code Section 21.5(1)(i) to evaluate the professional competency of an individual whose appointment, hiring, performance, or discharge is being considered when necessary to prevent needless and irreparable injury to that individual's reputation and that individual requests a closed session. Director Twyman seconded the motion. Motion carried unanimously.

Action Item:

The board returned to open session by consensus at 5:37 pm. Director Wooten made a motion to increase the superintendent's salary by 3% and to extend the superintendent's contract by 1 year. Director Mason seconded the motion. Motion carried unanimously.

Adjournment:

Motion by Director Wooten, second by Director Mason to adjourn the meeting at 5:38 pm. Motion carried unanimously.

Board Secretary

Board President

Shenandoah Community School District
Minutes of the Work Session of the Board of Directors – July 10, 2025
Administration Board Room

Call to Order:

Board President Jean Fichter called the meeting to order at 7:00 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 and Board Secretary Lisa Holmes.

Discussion Items:

Conference Realignment:

The board received information regarding the invitation to join the WIC Conference.

Adjournment:

Motion by Director Van Der Vliet, second by Director Wooten to adjourn the work session at 7:47 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	6,966.60	5,074.91	7,903.96	10,176.18	13,903.22	56,582.52	22,478.74
Beg Balance PSF MED INS (BKIA 101)	17,457.17	34,415.79	46,836.53	57,329.28	69,028.30	82,700.14	97,362.75	110,110.29	122,507.47	133,335.43	150,271.00	151,407.35
Beg Balance PSF DNT INS (BKIA 102)	5,991.40	5,935.40	9,760.76	11,979.58	5,998.88	4,952.13	8,047.97	7,999.09	8,139.01	8,731.42	10,442.53	10,149.43
Beg Balance MS Concession (CASH)	210.00	210.00	210.00	210.00	210.00	210.00	210.00	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	1,104,212.43	1,030,933.94	822,787.03	414,607.03	725,116.42	2,164,473.90	2,011,584.25
Beg Balance Invest ISJIT (BKIA 110)	1,843,562.67	1,862,993.60	14,064.47	-	-	1,003,635.09	1,007,303.82	1,011,376.23	1,264,776.66	943,183.88	946,323.70	949,545.15
Revenues	78,846.62	61,372.98	2,144,363.91	3,038,948.32	1,114,161.62	1,199,637.44	1,052,190.22	1,208,774.57	1,668,995.19	2,754,959.04	1,175,195.40	2,209,111.03
Receivables	676,731.79	265,956.37	101,806.67	-	-	-	-	-	-	-	-	1,137,196.25
Expenditures	(306,052.63)	(486,045.64)	(1,722,929.65)	(1,260,697.81)	(1,379,001.87)	(1,254,941.02)	(1,241,859.07)	(1,350,155.50)	(1,666,491.89)	(1,252,696.36)	(1,359,787.49)	(3,463,128.26)
Payables	(795,275.43)	(1,266,926.18)	(5,921.44)	1,630.54	1,560.57	1,560.58	1,122.06	1,410.68	1,560.72	1,560.60	1,663.36	(433,460.26)
Prior Month's Adjustment	-	-	-	-	-	-	-	-	-	-	-	-
End Balance Checking (BKIA 10)	(15,776.58)	3,858.95	23,492.64	10,113.96	6,966.60	5,074.91	7,903.96	10,176.18	13,903.22	56,582.52	22,478.74	22,318.30
End Balance PSF MED INS (BKIA 101)	34,415.79	46,836.53	57,329.28	69,028.30	82,700.14	97,362.75	110,110.29	122,507.47	133,335.43	150,271.00	151,407.35	165,520.28
End Balance PSF DNT INS (BKIA 102)	5,935.40	9,760.76	11,979.58	5,998.88	4,952.13	8,047.97	7,999.09	8,139.01	8,731.42	10,442.53	10,149.43	13,106.68
End Balance MS Concession (CASH)	210.00	210.00	210.00	210.00	210.00	210.00	210.00	210.00	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	1,104,212.43	1,030,933.94	822,787.03	414,607.03	725,116.42	2,164,473.90	2,011,584.25	1,440,807.21
End Balance Invest ISJIT (BKIA 110)	1,862,993.60	14,064.47	-	-	1,003,635.09	1,007,303.82	1,011,376.23	1,264,776.66	943,183.88	946,323.70	949,545.15	953,131.21
Total General Fund	1,594,398.00	168,755.53	686,075.02	2,465,956.07	2,202,676.39	2,148,933.39	1,960,386.60	1,820,416.35	1,824,480.37	3,328,303.65	3,145,374.92	2,595,093.68
Check	1,594,398.00	168,755.53	686,075.02	2,465,956.07	2,202,676.39	2,148,933.39	1,960,386.60	1,820,416.35	1,824,480.37	3,328,303.65	3,145,374.92	2,595,093.68
Management Fund (22)												
Beg Balance Checking (BKIA 10)	2,473.93	(1,170.13)	2,973.40	2,017.75	2,549.28	282.59	1,080.12	1,613.91	2,163.36	77.57	297.31	1,527.38
Beg Balance Savings (BKIA 14)	54,091.93	11,275.52	8,637.44	45,666.30	163,730.69	163,350.56	127,539.63	129,754.73	30,223.59	73,992.41	174,055.97	181,768.12
Beg Balance Invest (BKIA 110)	876,973.60	876,973.60	476,973.60	408,654.57	410,257.81	411,749.14	413,254.26	414,925.00	516,313.14	442,913.15	444,387.59	445,900.36
Revenues	-	-	49,378.69	122,345.17	13,762.52	8,376.98	6,565.64	4,552.46	15,011.30	104,913.75	12,601.00	11,357.84
Receivables	4,818.39	-	-	-	-	-	-	-	-	-	-	(4,139.91)
Expenditures	(46,035.47)	(398,494.55)	(81,624.51)	(2,146.01)	(14,918.01)	(41,885.26)	(2,146.01)	(2,146.01)	(46,728.26)	(3,156.01)	(2,146.01)	(65,964.39)
Payables	(5,243.39)	-	-	-	-	-	-	-	-	-	-	-
End Balance Checking (BKIA 10)	(1,170.13)	2,973.40	2,017.75	2,549.28	282.59	1,080.12	1,613.91	2,163.36	77.57	297.31	1,527.38	5,018.34
End Balance Savings (BKIA 14)	11,275.52	8,637.44	45,666.30	163,730.69	163,350.56	127,539.63	129,754.73	30,223.59	73,992.41	174,055.97	181,768.12	117,846.71
End Balance Invest (BKIA 110)	876,973.60	476,973.60	408,654.57	410,257.81	411,749.14	413,254.26	414,925.00	516,313.14	442,913.15	444,387.59	445,900.36	447,584.35
Total Management Fund	887,078.99	488,584.44	456,338.62	576,537.78	575,382.29	541,874.01	546,293.64	548,700.09	516,983.13	618,740.87	629,195.86	570,449.40
Check	887,078.99	488,584.44	456,338.62	576,537.78	575,382.29	541,874.01	546,293.64	548,700.09	516,983.13	618,740.87	629,195.86	570,449.40
SAVE Fund (33)												
Beg Balance Checking (BKIA 10)	-	37.06	2,474.57	4,182.68	879.27	2,520.60	964.93	4,218.92	(2,605.07)	(2,685.19)	2,770.13	2,325.83
Beg Balance Savings (BKIA 14)	391,230.15	518,946.88	477,218.89	458,521.24	583,809.66	662,299.36	670,489.05	273,571.35	187,413.91	257,252.52	277,488.49	390,909.38
Beg Balance Invest (BKIA 110)	969,928.37	969,928.37	969,928.37	973,934.57	977,755.51	981,309.75	984,896.86	1,488,878.68	1,593,162.00	1,598,938.11	1,604,260.92	1,609,722.10
Revenues	-	128,272.01	105,372.36	139,122.97	102,162.05	107,111.34	157,205.11	103,199.92	115,768.17	120,579.37	128,905.74	97,491.71
Receivables	127,313.79	-	-	-	-	-	-	-	-	-	-	-
Expenditures	1,200.00	(167,562.49)	(118,355.70)	(13,317.02)	(18,476.78)	(96,890.21)	(46,887.00)	(91,898.03)	(40,233.57)	(89,565.27)	(10,467.97)	(1,191,429.36)
Payables	(760.00)	-	-	-	-	-	-	-	-	-	-	36,911.22
End Balance Checking (BKIA 10)	37.06	2,474.57	4,182.68	879.27	2,520.60	964.93	4,218.92	(2,605.07)	(2,685.19)	2,770.13	2,325.83	5,073.85
End Balance Savings (BKIA 14)	518,946.88	477,218.89	458,521.24	583,809.66	662,299.36	670,489.05	273,571.35	187,413.91	257,252.52	277,488.49	390,909.38	77,888.09
End Balance Invest (BKIA 110)	969,928.37	969,928.37	973,934.57	977,755.51	981,309.75	984,896.86	1,488,878.68	1,593,162.00	1,598,938.11	1,604,260.92	1,609,722.10	862,968.94
Total SAVE Fund	1,488,912.31	1,449,621.83	1,436,638.49	1,562,444.44	1,646,129.71	1,656,350.84	1,766,668.95	1,777,970.84	1,853,505.44	1,884,519.54	2,002,957.31	945,930.88
Check	1,488,912.31	1,449,621.83	1,436,638.49	1,562,444.44	1,646,129.71	1,656,350.84	1,766,668.95	1,777,970.84	1,853,505.44	1,884,519.54	2,002,957.31	945,930.88
PPEL Fund (36)												
Beg Balance Checking (BKIA 10)	5,082.31	(27,930.73)	2,847.64	209.78	4,717.76	771.54	5,264.47	5,250.12	1,126.09	735.59	78.79	1,040.47
Beg Balance Savings (BKIA 14)	45,086.94	81,664.29	11,664.29	50,884.68	56,784.74	39,252.22	238,414.66	183,725.28	50,787.30	25,460.62	20,356.81	22,042.71
Beg Balance Invest (BKIA 110)	805,374.73	705,374.73	705,374.73	607,875.17	610,259.99	612,478.35	564,534.45	566,816.80	668,614.41	671,038.51	673,272.37	625,564.31
Revenues	-	-	32,324.03	78,357.91	9,721.99	221,436.46	7,796.32	3,889.50	10,139.05	67,130.64	8,978.51	7,518.73

Receivables		6,577.35	-	-	-	-	-	-	-	-	-	-	(2,576.43)
Expenditures		(72,953.82)	(34,046.03)	(93,241.06)	(65,565.05)	(28,982.37)	(65,724.99)	(60,217.70)	(39,153.90)	(33,432.13)	(70,657.39)	(54,038.99)	(189,481.38)
Payables		(30,059.22)	(5,175.60)	-	-	-	-	-	-	-	-	-	12,983.73
Prior Month's Adjustment		-	-	-	-	-	-	-	-	-	-	-	-
End Balance Checking (BKIA 10)		(27,930.73)	2,847.64	209.78	4,717.76	771.54	5,264.47	5,250.12	1,126.09	735.59	78.79	1,040.47	570.08
End Balance Invest (BKIA 14)		81,664.29	11,664.29	50,884.68	56,784.74	39,252.22	238,414.66	183,725.28	50,787.30	25,460.62	20,356.81	22,042.71	4,180.61
End Balance Savings (BKIA 110)		705,374.73	705,374.73	607,875.17	610,259.99	612,478.35	564,534.45	566,816.80	668,614.41	671,038.51	673,272.37	625,564.31	472,341.45
Total PPEL Fund		759,108.29	719,886.66	658,969.63	671,762.49	652,502.11	808,213.58	755,792.20	720,527.80	697,234.72	693,707.97	648,647.49	477,092.14
Check		759,108.29	719,886.66	658,969.63	671,762.49	652,502.11	808,213.58	755,792.20	720,527.80	697,234.72	693,707.97	648,647.49	477,092.14
Debt Service Fund (40)													
Beg Balance Fiscal Agent (BI)		-	-	-	-	-	-	-	-	-	-	-	-
Revenues		-	-	-	-	-	-	-	-	-	-	-	-
Expenditures		-	-	-	-	-	-	-	-	-	-	-	-
End Balance Fiscal Agent (BI)		-	-	-	-	-	-	-	-	-	-	-	-
Total Debt Service Fund		-	-	-	-	-	-	-	-	-	-	-	-
Check		-	-	-	-	-	-	-	-	-	-	-	-
ACCOUNT		JULY	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER	JANUARY	FEBRUARY	MARCH	APRIL	MAY	JUNE
Nutrition Fund (61)													
Beg Balance Checking (BKIA 10)		85,903.21	64,922.52	593.18	173.08	6,972.24	1,150.28	2,734.19	2,737.37	7,528.44	1,815.91	7,375.35	6,380.48
Beg Balance Savings (BIKIA 14)		78,761.41	100,377.58	19,968.32	19,993.29	19,187.20	112,215.25	126,146.84	127,861.84	65,671.08	76,837.93	72,722.40	87,909.64
Beg Balance Invest (BKIA 110)		76,719.80	76,719.80	206,719.80	207,573.64	208,387.99	138,891.04	139,398.75	139,962.32	190,474.42	191,165.00	191,801.38	182,454.30
Revenues		46,316.10	30,875.44	51,020.07	96,420.75	109,813.50	95,533.15	68,168.74	79,338.86	72,952.51	82,687.18	86,577.83	51,788.42
Receivables		-	-	-	-	-	-	-	-	-	-	-	-
Expenditures		(12,688.03)	(45,573.18)	(50,085.07)	(89,935.79)	(92,426.79)	(79,832.36)	(65,897.93)	(86,398.77)	(66,979.89)	(80,779.29)	(81,904.90)	(133,127.50)
Payables		(32,992.59)	(40.86)	(476.29)	322.46	322.43	322.42	10.94	172.32	172.28	172.40	172.36	47,294.48
Prior Month's Adjustment		-	-	-	-	-	-	-	-	-	-	-	-
End Balance Checking (BKIA 10)		64,922.52	593.18	173.08	6,972.24	1,150.28	2,734.19	2,737.37	7,528.44	1,815.91	7,375.35	6,380.48	14.60
End Balance Savings (BKIA 14)		100,377.58	19,968.32	19,993.29	19,187.20	112,215.25	126,146.84	127,861.84	65,671.08	76,837.93	72,722.40	87,909.64	59,541.86
End Balance Invest (BKIA 110)		76,719.80	206,719.80	207,573.64	208,387.99	138,891.04	139,398.75	139,962.32	190,474.42	191,165.00	191,801.38	182,454.30	183,143.36
Total Nutrition Fund		242,019.90	227,281.30	227,740.01	234,547.43	252,256.57	268,279.78	270,561.53	263,673.94	269,818.84	271,899.13	276,744.42	242,699.82
Check		242,019.90	227,281.30	227,740.01	234,547.43	252,256.57	268,279.78	270,561.53	263,673.94	269,818.84	271,899.13	276,744.42	242,699.82
ChildCare Fund (62)													
Beg Balance Checking (BKIA 10)		11.42	11.42	11.42	18.67	264.44	81.70	256.38	152.84	-	-	-	-
Beg Balance Savings (BKIA 14)		3,505.64	3,505.64	3,505.64	5,161.17	5,982.18	6,678.45	5,737.27	6,635.12	7,051.49	7,267.86	7,962.41	7,859.32
Revenues		-	-	1,705.81	1,825.10	1,300.10	1,069.43	2,107.75	2,083.34	1,541.04	2,005.66	1,728.25	173.90
Expenditures		-	-	(43.03)	(758.32)	(786.57)	(1,835.93)	(1,313.44)	(1,819.81)	(1,324.67)	(1,311.11)	(1,831.34)	(1,619.53)
Payables		-	-	-	-	-	-	-	-	-	-	-	-
Prior Month's Adjustment		-	-	-	-	-	-	-	-	-	-	-	-
End Balance Checking (BKIA 10)		11.42	11.42	18.67	264.44	81.70	256.38	152.84	-	-	-	-	(75.00)
End Balance Savings (BKIA 14)		3,505.64	3,505.64	5,161.17	5,982.18	6,678.45	5,737.27	6,635.12	7,051.49	7,267.86	7,962.41	7,859.32	6,488.69
Total ChildCare Fund		3,517.06	3,517.06	5,179.84	6,246.62	6,760.15	5,993.65	6,787.96	7,051.49	7,267.86	7,962.41	7,859.32	6,413.69
Check		3,517.06	3,517.06	5,179.84	6,246.62	6,760.15	5,993.65	6,787.96	7,051.49	7,267.86	7,962.41	7,859.32	6,413.69
CHKID=10 (BKIA GEN CHECKING)		20,093.56	12,759.16	30,094.60	25,496.95	11,773.31	15,375.00	21,877.12	18,389.00	13,847.10	67,104.10	33,752.90	32,920.17
CHKID=101 (BKIA PSF MEDICAL CHK)		34,415.79	46,836.53	57,329.28	69,028.30	82,700.14	97,362.75	110,110.29	122,507.47	133,335.43	150,271.00	151,407.35	165,520.28
CHKID=102 (BKIA PSF DENTAL CHK)		5,935.40	9,760.76	11,979.58	5,998.88	4,952.13	8,047.97	7,999.09	8,139.01	8,731.42	10,442.53	10,149.43	13,106.68
CHKID=110 (ISJIT - BKIA MM)		4,491,990.10	2,373,060.97	2,198,037.95	2,206,661.30	3,148,063.37	3,109,388.14	3,621,959.03	4,233,340.63	3,847,238.65	3,860,045.96	3,813,186.22	2,919,169.31
CHKID=14 (BKIA GEN MM)		422,389.70	615,019.40	1,173,290.20	3,210,099.40	2,088,008.27	2,199,261.39	1,544,335.35	755,754.40	1,165,927.76	2,717,059.98	2,702,073.42	1,706,753.17
GRAND TOTAL General/SAVE/PPEL/CN		4,974,824.55	3,057,436.82	3,470,731.61	5,517,284.83	5,335,497.22	5,429,435.25	5,306,280.88	5,138,130.51	5,169,080.36	6,804,923.57	6,710,569.32	4,837,469.61
ACCOUNT		JULY	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER	JANUARY	FEBRUARY	MARCH	APRIL	MAY	JUNE
Reconciliation													
Bank Statement (BKIA) CHKID=10		20,093.56	20,345.33	38,026.04	82,220.00	147,665.64	99,233.77	21,877.12	18,389.00	13,847.10	107,688.97	45,209.41	48,347.54
Bank Statement (BKIA) CHKID=14		422,389.70	615,019.40	1,173,290.20	3,210,099.40	2,088,008.27	2,200,761.39	1,544,335.35	755,754.40	1,165,927.76	2,717,059.98	2,702,073.42	1,706,753.17
Bank Statement (BKIA) CHKID=101		34,415.79	47,445.53	58,022.28	69,672.30	84,372.69	98,020.75	110,110.29	122,507.47	133,951.43	150,901.00	152,037.35	165,520.28

Bank Statement (BKIA) CHKID=102	5,935.40	13,035.88	11,979.58	5,998.88	4,952.13	8,047.97	7,999.09	8,139.01	8,731.42	11,995.36	12,692.50	13,106.68
Bank Statement (ISJIT) CHKID=110	4,491,990.10	2,373,060.97	2,198,037.95	2,206,661.30	3,148,063.37	3,109,388.14	3,621,959.03	4,233,340.63	3,847,238.65	3,860,045.96	3,813,186.22	2,919,169.31
Less Outstanding Auto/Checks/Debits	-	(11,470.29)	(8,624.44)	(57,367.05)	(137,564.88)	(86,016.77)	-	-	(616.00)	(42,767.70)	(14,629.58)	(15,427.37)
Outstanding Deposits/GJE	-	-	-	-	-	-	-	-	-	-	-	-
Total Reconciliation	4,974,824.55	3,057,436.82	3,470,731.61	5,517,284.83	5,335,497.22	5,429,435.25	5,306,280.88	5,138,130.51	5,169,080.36	6,804,923.57	6,710,569.32	4,837,469.61
Amount Reconciliation Difference	-	-	-	-	-	(0.00)	-	-	0.00	0.00	-	-

Activity Fund (21)

Beg Balance Checking (FNBC 40)	-	10,311.34	26.18	1,586.02	2,756.93	3,160.62	2,086.18	3,490.55	10,804.92	753.94	374.51	573.15
Beg Cash on Hand - Concession Bag	700.00	700.00	700.00	700.00	700.00	700.00	700.00	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	800.00	800.00	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	49,158.96	49,222.82	57,471.67	7,338.18	14,438.13	35,275.09	46,095.01
Beg Balance Invest (FNBC 111)	164,691.41	165,401.27	158,090.63	158,729.20	159,351.93	159,929.90	160,512.05	161,076.17	211,582.39	192,254.75	167,853.20	168,428.04
Revenues	7,677.24	14,937.70	40,092.12	52,314.74	21,355.96	19,149.45	28,818.63	35,377.54	18,078.30	27,438.11	33,157.07	12,890.63
Receivables	1,301.67	-	-	-	-	-	-	-	-	-	-	-
Expenditures	(9,978.20)	(7,776.53)	(18,455.19)	(33,835.05)	(24,602.56)	(19,577.88)	(18,601.29)	(27,690.44)	(40,356.97)	(31,382.13)	(21,563.67)	(59,702.46)
Payables	(1,718.25)	(4,462.15)	9.36	-	-	-	-	-	-	-	-	2,065.00
End Balance Checking (FNBC 40)	10,311.34	26.18	1,586.02	2,756.93	3,160.62	2,086.18	3,490.55	10,804.92	753.94	374.51	573.15	(1,057.00)
End Cash on Hand - Concession Bag	700.00	700.00	700.00	700.00	700.00	700.00	700.00	700.00	700.00	700.00	700.00	700.00
End Cash on Hand - Gate Bag	800.00	800.00	800.00	800.00	800.00	800.00	800.00	800.00	800.00	800.00	800.00	800.00
End Balance Savings (FNBC 44)	(3,041.53)	17,253.29	36,701.17	53,387.22	49,158.96	49,222.82	57,471.67	7,338.18	14,438.13	35,275.09	46,095.01	12,438.40
End Balance Invest (FNBC 111)	165,401.27	158,090.63	158,729.20	159,351.93	159,929.90	160,512.05	161,076.17	211,582.39	192,254.75	167,853.20	168,428.04	158,967.97
Total Activity Fund	174,171.08	176,870.10	198,516.39	216,996.08	213,749.48	213,321.05	223,538.39	231,225.49	208,946.82	205,002.80	216,596.20	171,849.37
Check	174,171.08	176,870.10	198,516.39	216,996.08	213,749.48	213,321.05	223,538.39	231,225.49	208,946.82	205,002.80	216,596.20	171,849.37

Scholarships (81)

Beg Balance Checking (FNBC 40)	-	-	-	-	-	-	-	-	-	-	-	-
Beg Balance Savings (FNBC 16)	1,159.03	1,159.86	1,160.62	1,161.36	1,161.89	1,162.39	1,162.80	1,163.36	1,163.76	1,164.14	1,164.47	1,164.80
Beg Balance Invest (FNBC 114)	395,663.83	397,369.30	398,574.75	398,931.15	400,496.24	401,948.93	403,412.06	404,829.92	405,851.59	407,252.41	408,608.14	410,007.54
Revenues	1,706.30	1,706.21	1,607.14	1,565.62	1,453.19	1,463.54	1,418.42	1,272.07	1,401.20	1,356.06	1,399.73	1,355.01
Expenditures	-	(500.00)	(1,250.00)	-	-	-	-	(250.00)	-	-	-	-
End Balance Checking (FNBC 40)	-	-	-	-	-	-	-	-	-	-	-	-
End Balance Savings (FNBC 16)	1,159.86	1,160.62	1,161.36	1,161.89	1,162.39	1,162.80	1,163.36	1,163.76	1,164.14	1,164.47	1,164.80	1,165.14
End Balance Invest (FNBC 114)	397,369.30	398,574.75	398,931.15	400,496.24	401,948.93	403,412.06	404,829.92	405,851.59	407,252.41	408,608.14	410,007.54	411,362.21
Total Scholarships	398,529.16	399,735.37	400,092.51	401,658.13	403,111.32	404,574.86	405,993.28	407,015.35	408,416.55	409,772.61	411,172.34	412,527.35
Check	398,529.16	399,735.37	400,092.51	401,658.13	403,111.32	404,574.86	405,993.28	407,015.35	408,416.55	409,772.61	411,172.34	412,527.35

Agency Fund (91)

Beg Balance Savings (FNBC 40)	-	-	-	-	-	-	-	-	-	-	320.00	-
Beg Balance Savings (FNBC 44)	5,469.21	5,654.10	5,654.10	5,654.10	5,654.10	5,654.10	7,154.10	7,154.10	6,904.85	1,517.14	1,517.14	1,777.14
Revenues	184.89	-	-	-	-	1,500.00	-	-	-	-	-	-
Expenditures	-	-	-	-	-	-	-	(249.25)	(5,387.71)	320.00	(60.00)	(11.99)
End Balance Savings (FNBC 40)	-	-	-	-	-	-	-	-	-	320.00	-	-
End Balance Savings (FNBC 44)	5,654.10	5,654.10	5,654.10	5,654.10	5,654.10	7,154.10	7,154.10	6,904.85	1,517.14	1,517.14	1,777.14	1,765.15
Total Agency Fund	5,654.10	5,654.10	5,654.10	5,654.10	5,654.10	7,154.10	7,154.10	6,904.85	1,517.14	1,517.14	1,777.14	1,765.15

CHKID=40 (FNBC ACT CHECKING)	10,311.34	26.18	1,586.02	2,756.93	3,160.62	2,086.18	3,490.55	10,804.92	753.94	694.51	573.15	(1,057.00)
CHKID=44 (FNBC ACT SAVING)	2,612.57	22,907.39	42,355.27	59,041.32	54,813.06	56,376.92	64,625.77	14,243.03	15,955.27	36,792.23	47,872.15	14,203.55
CHKID=111 (ISJIT - FNBC ACTIVITY)	165,401.27	158,090.63	158,729.20	159,351.93	159,929.90	160,512.05	161,076.17	211,582.39	192,254.75	167,853.20	168,428.04	158,967.97
CHKID=114 (ISJIT - FNBC SCHOLARSHIP)	397,369.30	398,574.75	398,931.15	400,496.24	401,948.93	403,412.06	404,829.92	405,851.59	407,252.41	408,608.14	410,007.54	411,362.21
CHKID=16 (FNBC SCHOLAR SAV)	1,159.86	1,160.62	1,161.36	1,161.89	1,162.39	1,162.80	1,163.36	1,163.76	1,164.14	1,164.47	1,164.80	1,165.14
GRAND TOTAL Activity/Scholar/Agency	576,854.34	580,759.57	602,763.00	622,808.31	621,014.90	623,550.01	635,185.77	643,645.69	617,380.51	615,112.55	628,045.68	584,641.87

ACCOUNT Reconciliation	JULY	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER	JANUARY	FEBRUARY	MARCH	APRIL	MAY	JUNE
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Bank Statement (NWBK) CHKID=16	1,159.86	1,160.62	1,161.36	1,161.89	1,162.39	1,162.80	1,163.36	1,163.76	1,164.14	1,164.47	1,164.80	1,165.14
Bank Statement (NWBK) CHKID=40	10,311.34	1,999.18	3,697.93	7,417.68	15,229.35	8,237.16	3,490.55	10,804.92	5,613.07	4,626.32	2,700.06	16,680.18
Bank Statement (NWBK) CHKID=44	2,612.57	22,907.39	42,355.27	59,041.32	54,813.06	54,876.92	64,625.77	14,243.03	15,955.27	36,792.23	47,872.15	24,203.55
Bank Statement (ISJIT) CHKID=111	165,401.27	158,090.63	158,729.20	159,351.93	159,929.90	160,512.05	161,076.17	211,582.39	192,254.75	167,853.20	168,428.04	158,967.97
Bank Statement (ISJIT) CHKID=114	397,369.30	398,574.75	398,931.15	400,496.24	401,948.93	403,412.06	404,829.92	405,851.59	407,252.41	408,608.14	410,007.54	411,362.21
Less Outstanding Checks	-	(1,973.00)	(2,111.91)	(4,660.75)	(12,068.73)	(6,150.98)	-	-	(4,859.13)	(3,931.81)	(2,126.91)	(27,737.18)
Oustanding Deposits/GJE	-	-	-	-	-	1,500.00	-	-	-	-	-	-
Total Reconciliation	576,854.34	580,759.57	602,763.00	622,808.31	621,014.90	623,550.01	635,185.77	643,645.69	617,380.51	615,112.55	628,045.68	584,641.87
Amount Reconciliation Difference	-	-	-	-	-	-	(0.00)	-	-	-	0.00	-

SHENANDOAH COMMUNITY SCHOOL			
UNSPENT AUTHORIZED BUDGET CALCULATION			
2024-2025			
	REGULAR PROGRAM DISTRICT COST	\$8,272,082	
+	REGULAR PROGRAM BUDGET ADJUSTMENT	\$0	
+	SUPPLEMENTARY WEIGHTING DISTRICT COST	\$105,651	
+	SPECIAL ED DISTRICT COST	\$1,160,283	
+	TEACHER SALARY SUMMPLEMENT DISTRICT COST	\$951,653	
+	PROF DEV SUPPLEMENT DISTRICT COST	\$81,113	
+	EARLY INTERVENTION SUPPL DISTRICT COST	\$94,312	
+	TEACHER LEADERSHIP SUPP DISTRICT COST	\$400,782	
+	AEA SPECIAL ED SUPPORT	\$412,536	
+	AEA SPECIAL ED SUPPORT ADJUSTMENT	\$0	
+	AEA MEDIA SERVICES	\$67,798	
+	AEA EDUCATIONAL SERVICES	\$74,959	
+	AEA SHARING DISTRICT COST	\$849	
+	AEA TEACHER SALARY SUPPL DISTRICT COST	\$42,365	
+	AEA PROF DEV SUPPL DISTRICT COST	\$0	
+	DROPOUT ALLOWABLE GROWTH	\$298,597	Required Local Match \$99,532
+	SBRC ALLOWABLE GROWTH OTHER #1	\$0	Inc. Enrollmnt, OE Out, and LEP
+	SBRC ALLOWABLE GROWTH OTHER #2	\$182,282	LEP
+	SPECIAL ED DEFICIT ALLOWABLE GROWTH	\$775,000	Estimated
-	SPECIAL ED POSITIVE BALANCE REDUCTION	\$0	
-	AEA SPECIAL ED POSITIVE BALANCE	\$0	
+	ALLOWANCE FOR CONSTRUCTION PROJECTS	\$0	
-	UNSPENT ALLOWANCE FOR CONSTRUCTION	\$0	
+	ENROLLMENT AUDIT ADJUSTMENT	-\$12,980	
-	AEA PRORATA REDUCTION	-\$70,938	
=	MAXIMUM DISTRICT COST	\$12,836,344	
+	PRESCHOOL FOUNDATION AID	\$215,310	
+	INSTRUCTIONAL SUPPORT AUTHORITY	\$615,774	
+	ED IMPROVEMENT AUTHORITY	\$0	
+	OTHER MISCELLANEOUS INCOME	\$2,560,000	Estimate on Budget Worksheet
+	UNSPENT AUTH BUDGET - PREVIOUS YEAR	\$3,877,866	Est.
=	MAXIMUM AUTHORIZED BUDGET	\$20,105,294	
-	EXPENDITURES	\$16,743,787	83.28%
=	UNSPENT AUTHORIZED BUDGET	\$3,361,507	
	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	\$1,379,001.87	\$1,655,108.08 \$1,655,108.08
	DECEMBER	\$1,254,941.02	\$1,158,031.33 \$1,158,031.33
	JANUARY	\$1,241,859.07	\$1,059,404.66 \$1,059,404.66
	FEBRUARY	\$1,350,155.50	\$1,405,279.86 \$1,405,279.86
	MARCH	\$1,666,491.89	\$1,442,052.05 \$1,442,052.05
	APRIL	\$1,252,696.36	\$1,089,576.77 \$1,089,576.77
	MAY	\$1,359,787.49	\$1,216,610.96 \$1,216,610.96
	JUNE	\$3,463,128.26	\$3,337,815.13 \$3,337,815.13
	TOTAL	\$16,743,787.19	\$15,555,949.20 \$15,555,949.20

[illegible]

Function Part 1

08 GOVERNMENTAL LONG TERM FIXED ASSETS

[illegible]

08	GOVERNMENTAL LONG TERM FIXED ASSETS	0.00	0.00	0.00	0.00	0.00	0.00
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10 GENERAL FUND

[illegible]

6000	6000	627,640.23	0.00	441,915.00	70.41	185,725.23	0.00	0.00	185,725.23
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10	GENERAL FUND	16,797,314.28	3,463,128.26	16,743,787.19	99.79	53,527.09	0.00	18,766.26	34,760.83
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21 ACTIVITY FUND

[illegible]

21	ACTIVITY FUND	313,334.32	59,702.46	313,522.37	103.17	(188.05)	0.00	9,748.21	(9,936.26)
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22 MANAGEMENT FUND

[illegible]

22	MANAGEMENT FUND	727,569.48	65,964.39	707,390.50	97.23	20,178.98	0.00	0.00	20,178.98
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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	73,428.83	70.38	30,896.56	0.00	0.00	30,896.56
4000	FACILITIES ACQUISITION & CONSTRUCTION	597,898.59	324,245.91	881,487.67	148.15	(283,589.08)	0.00	4,300.00	(287,889.08)

5000	DEBT SERVICE	1,727.68	0.00	1,600.00	92.61	127.68	0.00	0.00	127.68
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6000	6000	1,001,538.68	867,183.45	927,366.90	92.59	74,171.78	0.00	0.00	74,171.78
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33	SAVE (SECURE AN ADVANCED VISION, FOR, 430.34	1,191,429.36	1,883,883.40	110.71	(178,393.06)	0.00	4,300.00	(182,693.06)
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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	169,043.41	662,121.52	85.31	164,094.88	0.00	42,690.69	121,404.19
3000	3000	43,639.17	0.00	0.00	0.00	43,639.17	0.00	0.00	43,639.17
4000	FACILITIES ACQUISITION &	158,171.48	20,437.97	135,110.29	89.61	23,061.19	0.00	6,629.96	16,431.23

CONSTRUCTION

[illegible]

36	PHYSICAL PLANT & EQUIPMENT	1,028,027.05	189,481.38	807,494.81	83.35	220,532.24	0.00	49,320.65	171,211.59
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40 DEBT SERVICE

[illegible]

5000	DEBT SERVICE	1,001,538.68	867,183.45	927,366.90	92.59	74,171.78	0.00	0.00	74,171.78
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[illegible]

		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	867,183.45	927,366.90	92.59	74,171.78	0.00	0.00	74,171.78
61	SCHOOL NUTRITION FUND								
2000	2000	4,380.27	1,707.91	1,707.91	38.99	2,672.36	0.00	0.00	2,672.36
3000	3000	925,956.93	131,419.59	878,810.53	95.48	47,146.40	0.00	5,328.58	41,817.82
6000	6000	0.00	0.00	5,111.06	0.00	(5,111.06)	0.00	0.00	(5,111.06)
61	SCHOOL NUTRITION FUND	930,337.20	133,127.50	885,629.50	95.77	44,707.70	0.00	5,328.58	39,379.12
62	CHILDCARE FUND								
1000	INSTRUCTION	17,743.70	1,619.53	12,643.75	71.26	5,099.95	0.00	0.00	5,099.95
62	CHILDCARE FUND	17,743.70	1,619.53	12,643.75	71.26	5,099.95	0.00	0.00	5,099.95
81	TRUST FUNDS NON EXPENDABLE								
1000	INSTRUCTION	4,643.17	0.00	2,000.00	43.07	2,643.17	0.00	0.00	2,643.17
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	2,000.00	43.07	2,643.17	0.00	0.00	2,643.17
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	11.99	5,388.95	0.00	(5,388.95)	0.00	0.02	(5,388.97)
91	AGENCY FUND	0.00	11.99	5,388.95	0.00	(5,388.95)	0.00	0.02	(5,388.97)
Grand Total:		22,525,998.22	5,971,648.32	22,289,107.37	99.34	236,890.85	0.00	87,463.72	149,427.13

Shenandoah CSD
07/18/2025 07:04 AM

MONTHLY BOARD VENDOR BILLS

Vendor Name	Invoice Detail Amount	Invoice Detail Description
Checking Account ID 10	Fund Number 10	GENERAL FUND
95% GROUP INC.	\$ 13,220.10	EARLY READER CURRICULUM
ACER SERVICE CORPORATION	\$ 299.99	TECH REPAIR & MAINTENANCE SUP
AGRIVISION	\$ 1,369.01	MAINTENANCE PARTS
AHLERS & COONEY PC	\$ 5,244.00	LAWYER
ALBIREO ENERGY	\$ 1,570.00	MAINTENANCE BUILDING REPAIR SI
ALLENSWORTH HEATING AND COOLING	\$ 1,662.54	MAINTENANCE BUILDING REPAIR SI
AMAZON.COM SALES INC.	\$ 9,013.24	SUPPLIES
AUDITOR OF STATE	\$ 625.00	AUDITOR
BLAINE'S SERVICE LLC	\$ 6,640.82	VEHICLE REPAIR SERVICES
BMO MASTERCARD	\$ 5,048.34	SUPPLIES/TRAVEL
BMO MASTERCARD	\$ 665.42	MAINTENANCE SUPPLIES
BMO MASTERCARD	\$ 449.39	MAINTENANCE BUILDING SUPPLIES
BMO MASTERCARD	\$ 2,033.56	SUPPLIES/TRAVEL/POSTAGE
BMO MASTERCARD	\$ 2,063.03	SUPPLIES
BMO MASTERCARD	\$ 627.86	SUPPLIES
BMO MASTERCARD	\$ 235.95	SUPPLIES
BMO MASTERCARD	\$ 219.90	SUPPLIES
BMO MASTERCARD	\$ 1,194.39	SUPPLIES
BMO MASTERCARD	\$ 856.90	DUES/SUPPLIES
BMO MASTERCARD	\$ 1,075.67	ADVERTISING/SUPPLIES
BMO MASTERCARD	\$ 73.00	MAY MENTOR SUPPLIES
BMO MASTERCARD	\$ 2,736.37	SUPPLIES/ADMISSIONS
BMO MASTERCARD	\$ 3,515.72	SUPPLIES
BMO MASTERCARD	\$ 1,015.00	SUPPLIES
BMO MASTERCARD	\$ 3,103.30	POSTAGE/SUPPLIES/SOFTWARE
BMO MASTERCARD	\$ 104.33	SUPPLIES
BMO MASTERCARD	\$ 313.02	PRESCHOOL GRANT/SUPPLIES
BMO MASTERCARD	\$ 1,374.66	MAINTENANCE BUILDING SUPPLIES
CAMBIUM ASSESSMENT	\$ 494.50	ESL SUPPLIES
CDW GOVERNMENT	\$ 1,250.00	TECHNOLOGY SERVICE SUPPORT SEI
CENEX FLEET FUELING	\$ 1,950.10	FUEL
CENTURYLINK	\$ 527.76	TELEPHONE
CERTUS	\$ 449.00	CURRICULUM
CHRISTINE MACKEY	\$ 3,207.79	REIMBURSEMENT
CITY OF SHENANDOAH	\$ 21,340.36	WATER-SEWER/SRO SALARY
CLARINDA CSD	\$ 6,686.31	OE SPED TUITION
CLAYTON RIDGE COMMUNITY SCHOOL	\$ 23,182.98	OPEN ENROLLMENT
COLLEGE COMMUNITY SCHOOL DISTRICT	\$ 9,387.03	TUITION NOT OE
COLUMN SOFTWARE PBC	\$ 431.41	BOARD NEWSPAPER ADVERTISING
COUNCIL BLUFFS CSD	\$ 26,230.92	TUITION NOT OE
CPI	\$ 9,398.00	PROF DEV STAFF WORKSHOP/CONF I
DAVID ERICKSON	\$ 238.28	BUS DRIVERS SALARIES
DEMCO	\$ 182.64	ELEM LIBRARY SUPPLIES
DEPARTMENT OF INSPECTIONS,APPEALS,	\$ 640.00	BOILER INSPECTION
DEVEREUX FOUNDATION, THE	\$ 5,497.00	SPED LVL III PURCHASE SERVICE
DISCOVERY EDUCATION	\$ 3,460.00	ELEM GENERAL ED SUPPLIES
EGAN SUPPLY	\$ 2,534.94	SCRUBBER REPAIR/SUPPLIES
ENERGY ASSOCIATION OF IOWA SCHOOLS	\$ 500.00	DUES
ESSEX CSD	\$ 311,506.07	OE/OE SPED TUITION
FIRST INTERSTATE BANK	\$ 45.00	SAFETY DEPOSIT BOX RENTAL
FREMONT MILLS CSD	\$ 8,362.52	OPEN ENROLLMENT
GRAINGER	\$ 756.72	BUILDINGS/GROUNDS CUSTODIAL SI
HAMBURG COMMUNITY SCHOOL DISTRICT	\$ 2,137.16	OPEN ENROLLMENT
HARTMAN PUBLISHING	\$ 329.93	HS GENERAL ED WORKBOOKS
HD SUPPLY	\$ 124.27	MAINTENANCE CLEANING SUPPLIES
HILLTOP AUTO BODY	\$ 9,077.13	VEHICLE REPAIR SERVICES
HOTSY EQUIPMENT CO.	\$ 323.69	TRANSPORTATION SUPPLIES
HOUGHTON MIFFLIN	\$ 5,668.00	MIDDLE SCHOOL INST SOFTWARE
IAMO COMMUNICATIONS	\$ 30.00	NETWORK SUPPORT INTERNET ACCE
INDEPENDENCE CSD	\$ 666.00	TUITION NOT OE LEVEL I
INSTRUCTURE, INC.	\$ 7,754.25	SOFTWARE
IOWA ASSN OF SCHOOL BUSINESS OFFICIALS	\$ 250.00	BUSINESS MANAGER DUES
IOWA ASSOC OF SCHOOL BOARD	\$ 4,909.00	BOARD DUES
IOWA COMMUNICATIONS NETWORK	\$ 180.07	TELEPHONE/ICN
IOWA HIGH SCHOOL MUSIC ASSOCIATION	\$ 25.00	HS BAND STAFF DUES
IOWA TESTING PROGRAMS	\$ 4,737.00	HS TESTING
IOWA WESTERN COMMUNITY COLLEGE	\$ 110.00	NON INSTRUCTION STAFF WORKSHO
ISFIS	\$ 1,983.60	ANNUAL DUES
JB PARTS & SUPPLY	\$ 316.97	SUPPLIES
JOHN GOWING PLUMBING AND HEATING	\$ 10.71	MAINTENANCE PARTS
JOSTENS	\$ 838.69	HS GENERAL ED SUPPLIES
LAKESHORE LEARNING MATERIALS	\$ 4,317.06	PS SUPPLIES

LAWN WORLD	\$	1,815.50	MAINTENANCE LAWN CARE-CONTRACT
LEPORTE ELECTRIC	\$	162.10	MAINTENANCE BUILDING REPAIR S
LITTLE WAITE LANES	\$	504.00	MS PRINCIPAL SUPPLIES
LYNN FURNACE	\$	155.00	EQUIPMENT REPAIR
MID-AMERICAN RESEARCH CHEMICAL	\$	625.60	MAINTENANCE CLEANING SUPPLIES
MIDAMERICAN ENERGY	\$	18,899.20	UTILITIES-ELECTRICITY
MILLER BUILDING	\$	809.56	SUPPLIES
MINER'S TREE SERVICE	\$	450.00	GROUNDS REPAIR SERVICES
MINNESOTA CLAY USA	\$	999.85	ART SUPPLIES
MITEL NET SOLUTIONS	\$	1,644.64	HS PRINCIPAL TELEPHONE
NOLTE, CORNMAN & JOHNSON	\$	11,400.00	AUDITOR
OMAHA WORLD HERALD	\$	61.20	BOARD NEWSPAPER ADVERTISING
PAGE COUNTY LANDFILL ASSOCIATION	\$	250.00	MAINTENANCE GARBAGE COLLECTION
PAPER CORPORATION	\$	4,351.26	DISTRICT WIDE SUPPLIES
PLATFORM ATHLETICS	\$	1,400.00	HS PE SOFTWARE
PLUNKETT'S PEST CONTROL	\$	204.93	MAINTENANCE PEST CONTROL CONTI
PROJECT LEAD THE WAY	\$	1,900.00	MS PD SUPPLIES
PROPHET CORPORATION, THE	\$	590.41	MS PE SUPPLIES
RASMUSSEN MECHANICAL SERVICES	\$	3,710.70	MAINTENANCE BUILDING REPAIR S
REALLY GREAT READING	\$	2,379.84	ELEM TEXTBOOK SUBSTITUTES
RED OAK CSD	\$	4,181.26	OPEN ENROLLMENT
RELAYHUB LLC	\$	583.92	MEDICAID BILLING SERVICES
RENAISSANCE	\$	2,950.71	MIDDLE SCHOOL INST SOFTWARE
ROBIN VERKADE	\$	750.00	TUTOR
ROCSTOP CARDTROL	\$	1,012.68	TRANSPORTATION DIESEL
ROLLING HILLS SALES & SERVICE	\$	151.00	EQUIPMENT REPAIR
SAPP BROS.	\$	565.21	MAINTENANCE GASOLINE
SCHOLASTIC INC	\$	110.00	HS SPED LEVEL III SUPPLIES
SCHOOL ADMINISTRATORS OF IOWA	\$	615.00	SPED DIRECTOR DUES
SCHOOL DATEBOOKS	\$	1,376.99	MS GENERAL ED SUPPLIES
SHENANDOAH MEDICAL CENTER	\$	824.00	BUS DRIVER PHYSICALS
SHENANDOAH ROTARY	\$	99.50	SUPERINTENDENT DUES FOR INDIVI
SHENANDOAH SANITATION	\$	2,492.25	MAINTENANCE GARBAGE COLLECTION
SHENANDOAH SCHOOL LUNCH	\$	943.54	CATERING
SHERIDAN DECORATING	\$	1,460.93	MAINTENANCE SUPPLIES
SIDNEY COMMUNITY SCHOOL DISTRICT	\$	222,174.35	OPEN ENROLLMENT/SPED OE/CONCU
SIGNS & SHINES	\$	15.00	PRESCHOOL GRANT/SUPPLIES
SIMULATION CURRICULUM	\$	398.00	HS GENERAL ED SOFTWARE
STUDIES WEEKLY	\$	1,287.77	IGNITE GENERAL ED SOFTWARE
SWIFT SERVICES LLC	\$	574.90	NETWORK SUPPORT INTERNET ACCE
TARKIO TECHNOLOGY INSTITUTE	\$	34,797.00	TUITION-COMMUNITY COLLEGES
TCI	\$	5,832.00	CURRICULUM
TEACH TOWN, INC	\$	5,335.00	MS SPED LVL II TECHNOLOGY SOF
TEACHER SYNERGY LLC	\$	877.99	HS PD GENERAL SUPPLIES
US CELLULAR	\$	479.01	NETWORK SUPPORT INTERNET ACCE
US POSTAL SERVICE	\$	370.00	POSTAGE
VALLEY PUBLICATIONS	\$	303.85	BOARD NEWSPAPER ADVERTISING
VAN'S DISTRIBUTING	\$	60.24	MAINTENANCE PARTS
VENTRIS LEARNING	\$	752.50	ELEM PD SUPPLIES
VERIZON WIRELESS	\$	347.94	TELEPHONE
VETTER EQUIPMENT CO	\$	1,108.25	EQUIPMENT REPAIR
WALLIN PLUMBING & HEATING	\$	926.00	MAINTENANCE BUILDING REPAIR S
WOODWARD GRANGER CSD	\$	8,579.40	TUITION NOT OE LEVEL I
ZANER-BLOSER	\$	1,311.20	ELEM GENERAL ED WORKBOOKS
Fund Number 10	\$	904,305.48	
Checking Account ID 10	Fund Number 22		MANAGEMENT FUND
IOWA LOCAL GOVERNMENT RISK POOL	\$	47,224.24	NATURAL GAS PROGRAM
SPECIAL MARKETS INSURANCE	\$	2,088.50	STUDENT CATASTROPHIC INSURANCE
SU INSURANCE COMPANY	\$	50,842.50	BREAKDOWN INSURANCE
WILSON INSURANCE AGENCY	\$	425,979.09	INSURANCE
Fund Number 22	\$	526,134.33	
Checking Account ID 10	Fund Number 33		SAVE (SECURE AN ADVANCED V
			FOR ED.
AMAZON.COM SALES INC.	\$	1,330.27	OTHER EQUIPMENT
ATC GROUP SERVICES LLC	\$	1,055.00	BUILDING IMPROVEMENT
CARL A. NELSON & CO	\$	20,065.41	CONSTRUCTION MANAGEMENT
CROWLEY CONSTRUCTION	\$	14,873.04	CONCRETE - AUDITORIUM PROJECT
DLR GROUP	\$	3,800.00	ARCHITECT SERVICE
DON'S JOHNS & SEPTIC PUMPING	\$	783.00	BUILDING IMPROVEMENT - K8 ROO
DUCHARME SEATING	\$	16,845.81	FURNITURE & FIXTURES
FACILISERV	\$	24,516.00	BUILDING IMPROVEMENT
GRAINGER	\$	692.83	BUILDING IMPROVEMENT
LEPORTE ELECTRIC	\$	7,028.11	BUILDING IMPROVEMENT
WHITE CASTLE ROOFING	\$	128,250.27	BUILDING IMPROVEMENT - K8 ROO
Fund Number 33	\$	219,239.74	
Checking Account ID 10	Fund Number 36		PHYSICAL PLANT & EQUIPMEN
ACER SERVICE CORPORATION	\$	50,618.67	TECH RELATED SUPPLIES

AMAZON.COM SALES INC.	\$	2,283.17	BUILDING IMPROVMENT FURNITURE
BLUPOINTE DRS	\$	750.00	TECH RELATED SOFTWARE
BMO MASTERCARD	\$	61.64	STUDENT HOUSING PROJECT
BMO MASTERCARD	\$	1,724.93	TECH RELATED SUPPLIES
CITY OF SHENANDOAH	\$	113.41	STUDENT HOUSING PROJECT
CLASSLINK, INC.	\$	6,216.95	TECH RELATED SOFTWARE
CMC NEPTUNE	\$	1,620.00	TECH RELATED SOFTWARE - ACTIV
COUNCIL BLUFFS CSD	\$	4,360.86	RENT OF ROOM
FRONTLINE TECHNOLOGIES GROUP LLC	\$	31,037.33	TECH RELATED SOFTWARE
HEARTLAND BUSINESS SYSTEMS	\$	10,331.29	TECH RELATED SOFTWARE
HEARTLAND PAYMENT SYSTEMS INC	\$	749.00	TECH RELATED SOFTWARE
HILLTOP AUTO BODY	\$	500.00	DEDUCTIBLE
KAPLAN EARLY LEARNING	\$	3,707.14	BUILDING IMPROVMENT FURNITURE
MIDAMERICAN ENERGY	\$	82.52	STUDENT HOUSING PROJECT
POWERSCHOOL GROUP LLC	\$	8,275.83	TECH RELATED SOFTWARE
SCHOOL SPECIALTY LLC	\$	269.14	BUILDING IMPROVMENT FURNITURE
SOUTHWEST IOWA PARKING LOT	\$	4,125.00	GROUPS IMPROVEMENTS INFRASTR
WALLIN PLUMBING & HEATING	\$	200.00	STUDENT HOUSING PROJECT
WELLS FARGO FINANCIAL LEASING	\$	6,053.97	COPIER LEASE
ZEROEYES, INC.	\$	42,500.00	TECH RELATED SOFTWARE
Fund Number 36	\$	175,575.86	
Checking Account ID 10	Fund Number 61		SCHOOL NUTRITION FUND
ALEXIS ZITO	\$	4.75	DAILY SALES-SCHOOL LUNCHES
ANDERSON ERICKSON DAIRY	\$	3,360.25	SUMMER FOOD PROGRM FOOD
BMO MASTERCARD	\$	3,659.70	SUMMER FOOD PROGRAM GENERAL S
FAREWAY STORES	\$	43.48	SUMMER FOOD PROGRM FOOD
JOHN GOWING PLUMBING AND HEATING	\$	1,707.91	REPAIRS & MAINTENANCE EQUIPMEN
MARTIN BROS DIST	\$	27,031.28	SUMMER FOOD PROGRAM GENERAL S
MEYER LABORATORY INC	\$	217.90	SUMMER FOOD PROGRAM GENERAL S
MILLER BUILDING	\$	31.56	SCHOOL LUNCH PROGRAM SUPPLIES
Fund Number 61	\$	36,056.83	
Checking Account ID 10	Fund Number 62		CHILDCARE FUND
BMO MASTERCARD	\$	75.00	CHILDCARE PROGRAM GENERAL SUP
Fund Number 62	\$	75.00	
Checking Account ID 10	\$	1,861,387.24	
Checking Account ID 40	Fund Number 21		ACTIVITY FUND
AMAZON.COM SALES INC.	\$	3,472.09	SUPPLIES
BMO MASTERCARD	\$	1,800.61	SUPPLIES
BMO MASTERCARD	\$	134.15	SUPPLIES/FCCLA
BMO MASTERCARD	\$	2,099.48	TRAVEL/SUPPLIES/FFA
BMO MASTERCARD	\$	579.44	REGISTRATION/SHEN SINGERS
BMO MASTERCARD	\$	858.56	SUPPLIES
BMO MASTERCARD	\$	1,196.68	SUPPLIES
BMO MASTERCARD	\$	3,664.99	MAY MENTORING ACTIVITY SUPPLIE
BMO MASTERCARD	\$	5,795.02	TRAVEL/GENERAL ATHLETICS
BMO MASTERCARD	\$	1,852.08	TRAVEL/GENERAL ATHLETICS
BOB SWEENEY	\$	315.00	GENERAL ATHLETICS OFFICIAL
CASEY CONOVER	\$	225.00	GENERAL ATHLETICS OFFICIAL
CHARLIE REISS	\$	190.00	GENERAL ATHLETICS OFFICIAL
CHRISTOPHER JOHNSON	\$	590.00	GENERAL ATHLETICS OFFICIAL
CITY OF SHENANDOAH	\$	1,926.50	GATE
COUNTY LINE DESIGN	\$	1,705.65	SUPPLIES/GENERAL ATHLETICS
DANNCO INC.	\$	1,464.00	SUPPLIES/GENERAL ATHLETICS
DON LYONS	\$	190.00	GENERAL ATHLETICS OFFICIAL
DONALD SCHMIDT	\$	140.00	GENERAL ATHLETICS OFFICIAL
ELM STREET GRILL	\$	214.00	SUPPLIES/GENERAL ATHLETICS
GAME ONE	\$	1,344.97	SUPPLIES/GENERAL ATHLETICS
GERALD MILLER	\$	125.00	GENERAL ATHLETICS OFFICIAL
GREG LOVETTE	\$	200.00	GENERAL ATHLETICS OFFICIAL
GRISWOLD CSD	\$	125.00	ENTRY FEE TO ANOTHER SCHOOL
IAN HAMILTON	\$	370.00	GENERAL ATHLETICS OFFICIAL
IGCA	\$	105.00	DUES/GENERAL ATHLETICS
IOWA FFA ASSOCIATION	\$	70.00	REGISTRATION/FFA
IOWA GIRLS HS ATHLETIC UNION	\$	100.00	SUPPLIES/GENERAL ATHLETICS
JB PARTS & SUPPLY	\$	217.35	SUPPLIES/GENERAL ATHLETICS
JEREMY HOOGESTRAAT	\$	320.00	GENERAL ATHLETICS OFFICIAL
JIM BRUCK	\$	540.00	GENERAL ATHLETICS OFFICIAL
JIM DOYLE	\$	160.00	GENERAL ATHLETICS OFFICIAL
JOHN NAHNSEN	\$	300.00	GENERAL ATHLETICS OFFICIAL
KEITH WOHLERS	\$	190.00	GENERAL ATHLETICS OFFICIAL
KUEMPER CATHOLIC HIGH SCHOOL	\$	62.00	SUPPLIES/SHEN BOYS GOLF
MATTHEW DEGASE	\$	280.00	GENERAL ATHLETICS OFFICIAL
MIKE PETERSON	\$	242.00	GENERAL ATHLETIC WORKERS
NOAH JOHNSON	\$	140.00	GENERAL ATHLETICS OFFICIAL
PHILIP TURNER	\$	280.00	GENERAL ATHLETICS OFFICIAL
R. KEVIN WHITEHILL	\$	330.00	GENERAL ATHLETICS OFFICIAL
RIDDELL/ALL AMERICAN SPORTS	\$	5,635.45	SUPPLIES/GENERAL ATHLETICS

RONALD JONES	\$	140.00	GENERAL ATHLETICS OFFICIAL
RORY VOSS	\$	200.00	GENERAL ATHLETICS OFFICIAL
SAM WEGNER	\$	200.00	GENERAL ATHLETICS OFFICIAL
SERENITY STUDIO&SPA	\$	106.00	GENERAL SUPPLIES/CLASS OF 2025
SHANE WIEGEL	\$	200.00	GENERAL ATHLETICS OFFICIAL
SPORTS PLEX	\$	300.00	SUPPLIES/GENERAL ATHLETICS
STEVE BALKOVEC	\$	190.00	GENERAL ATHLETICS OFFICIAL
THORCO LLC	\$	12,000.00	SUPPLIES/GENERAL ATHLETICS
TRENT TURNEY	\$	220.00	MS GENERAL ATHLETICS OFFICIAL
TROY NICKLAUS	\$	300.00	GENERAL ATHLETICS OFFICIAL
UNDERWOOD ATHLETIC DEPARTMENT	\$	250.00	DUES/GENERAL ATHLETICS
WARTBURG COLLEGE	\$	1,520.00	REGISTRATION/SHEN SINGERS
Fund Number 21		<u>\$ 55,176.02</u>	
Checking Account ID 40	Fund Number 81		TRUST FUNDS NON EXPENDABLE
AUBRIE BEBOUT AND DMACC	\$	750.00	SCHOLARSHIPS/I&C WILSON
BREANNAH BLACK AND NWMSU	\$	250.00	SCHOLARSHIPS/I&C WILSON
CAMRYN GILE AND IWCC	\$	1,000.00	PENWELL SCHOLARSHIP PAYMENT
DALTON ATHEN & SOUTHEAST COMM. COLLEGE	\$	500.00	SCHOLARSHIPS/I&C WILSON/ROLSCHE
EMILY HARTMANN AND WAYNE STATE	\$	500.00	INGRIM SCHOLARSHIP TUITION
LUCY AUTRY AND IWCC	\$	100.00	SCHOLARSHIPS/GALE PICKARD
LYNNAE GREEN AND UNK	\$	250.00	BOB FOLDEN SCHOLARSHIP
MALLORY DICKERSON AND IWCC	\$	250.00	SCHOLARSHIPS/I&C WILSON
MICHAEL PRITCHETT & NWMSU	\$	500.00	SCHOLARSHIPS/I&C WILSON/ROLSCHE
PEYTON ATHEN & MORNINGSIDE UNIV.	\$	500.00	SCHOLARSHIPS/I&C WILSON/ROLSCHE
SUMMER MAHER AND DOANE UNIVERSITY	\$	500.00	SCHOLARSHIPS/I&C WILSON/ROLSCHE
Fund Number 81		<u>\$ 5,100.00</u>	
Checking Account ID 40	Fund Number 91		AGENCY FUND
BMO MASTERCARD	\$	11.99	NURSES FUND SUPPLIES
Fund Number 91		<u>\$ 11.99</u>	
Checking Account ID 40		<u>\$ 60,288.01</u>	

First Name	Last Name	Organization	Start Date	End Date	Name of Fundraiser	What specific funds will be used for	Percentage of profit	Population
PS/Elementary	Teachers		7/1/2025		Amazon Wish List	Classroom Supplies	100%	Staff/General Public

AGREEMENT

THIS AGREEMENT ("Agreement") made this _____ day of _____, 2025, by and between, **Shenandoah Community Schools**, an Iowa school, located at 1000 Mustang Dr, Shenandoah, IA 51601 (hereinafter referred to as "School"), and **Shenandoah Medical Center**, (hereinafter referred to as "Contractor") an Iowa corporation having its principal office located at 300 Pershing Ave. Shenandoah, IA 51601.

BACKGROUND:

WHEREAS, the School, desires certain athletic training services, including but not limited to, pre-game taping, game training supervision, fitness and medical assistance services performed in connection with the school's athletic program.

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

School desires to retain and engage contractor to provide such health care personnel to perform such services and contractor agrees to provide personnel to perform such services upon terms and conditions hereinafter set forth.

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

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

II. **CONTRACTOR'S DUTIES AND RESPONSIBILITIES.** During the term (as defined in Paragraph V. A., below) Contractor shall cause an athletic trainer or trained health care professional to attend the School's home Varsity athletic events throughout the school year. In the event there are two home athletic events scheduled at the same time, the Athletic Director for School will decide, and notify Contractor and School in advance, whether Athletic Trainer shall divide his/her time between the athletic events or whether the Athletic Trainer shall only attend one of the events. When the Athletic Trainer or trained health care professional is attending School's athletic events, the Athletic Trainer will not be

[Type here]

available at the training room of the School, and contractor shall not be requested to provide an additional athletic trainer at the athletic training facility for such period of time. The Parties understand and recognize that the position of Contractor is a part time position as independent contractor. That is, the hours for the Contractor shall be determined by the Athletic Director and the Athletic Trainer on an as needed basis for an average of 10 hours per week not to exceed 6 days per week.

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

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

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

C. Designate an individual (Athletic Director) to directly monitor and evaluate compliance of the Contractor.

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

IV. COMPENSATION.

For all services rendered by Contractor pursuant to this Agreement, School shall pay to Contractor compensation in the amounts and by the dates set forth on Exhibit "D" attached hereto.

V. TERM AND TERMINATION

A. Term. The term of this Agreement shall be for an twelve month period commencing July 1, 2025 and ending on June 30, 2026, unless otherwise terminated by either party in accordance with Paragraph V.B, below

B. Termination. Notwithstanding anything herein contrary, either party shall have the right to terminate this Agreement, with or without cause, by giving at least 90 days prior written notice to the other party; and upon expiration of such ninety (90) day notice period, this Agreement shall be terminated and all obligations, duties and responsibilities of the parties shall cease, except that School shall be obligated to pay any compensation payments due and owing to Contractor under Paragraph IV above.

[Type here]

VI. INDEPENDENT CONTRACTOR. It is hereby understood and agreed that Contractor, in performing the services pursuant to this Agreement, is acting in the capacity of an independent contractor. Contractor represents and warrants that it and its employees and independent Contractor are not agents, servants, partners, nor employees of School. Contractor shall be solely responsible to pay its own federal, state, and local withholding taxes and any and all other payments payroll related taxes incurred by Contractor in the performance of the services hereunder. None of the benefits provided by School to its employees, including but not limited to workers' compensation insurance, disability insurance, medical insurance, and employment insurance are available from School to Contractor and/or any and all of Contractor's agents, servants, and employees. Contractor has no authority hereunder to assume or create any obligation or responsibility, express or implied, on behalf of or in the name of School or to bind School in any way whatsoever.

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

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

If to School:

If to Contractor:

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

[Type here]

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

-

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

X. GOVERNING LAW. This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of **IOWA**. Any suit or action filed to enforce or contest any provision of this Agreement, or the obligations imposed shall be brought and prosecuted in a court of competent jurisdiction sitting in the State of **IOWA**.

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

SHENANDOAH COMMUNITY HIGH SCHOOL

ATTEST: _____ BY: _____

TITLE: _____

By: _____

TITLE: _____

SHENANDOAH MEDICAL CENTER

By: _____

TITLE: _____

Witness: _____

[Type here]

EXHIBIT "A"

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

SERVICES

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

EXHIBIT “B”

EVENT COVERAGE NEEDS

1. Coverage of 34 Varsity home events at Shenandoah Community High School, or its associated facilities of sporting events. The athletic director will dictate which event is to be covered if there are two simultaneous events.
2. All home and away Varsity football games will be covered. These are included in the total 34 game coverages listed in Exhibit B.1.

EXHIBIT “C”

DUTIES AND RESPONSIBILITIES OF SCHOOL

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

EXHIBIT “D”

COMPENSATION AND PAYMENT SCHEDULE

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

School Year 2025/2026

September 15, 2025,	\$6,000.00
March 15, 2026,	<u>\$6,000.00</u>
Total:	\$12,000.00

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

[Type here]

WELLNESS SERVICES AGREEMENT

This Services Agreement (“**Agreement**”) is made and entered into this 1 day of September, 2025 (the “**Effective Date**”) by and between Shenandoah Medical Center, an Iowa non-profit company (“**Hospital**”), and Shenandoah Community School District (“**SCSD**”).

PURPOSE

The Hospital has developed a Workplace Wellness Solution Program (the “**Program**”) through which the Hospital provides certain wellness services, including annual wellness visits/health coach services, to promote healthy lifestyles and to foster work environments supporting wellness and preventive care initiatives. SCSD sponsors an employee wellness program. SCSD desires for the Hospital to assist it with the administration of its employee wellness program and specifically in the provision of wellness services to SCSD’s employees, in accordance with the terms and conditions outlined in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the parties hereto agree as follows:

1. **Services to be Provided.** Hospital shall provide the following wellness services, which are customarily provided through Hospital’s Program (the “**Services**”):
 - (a) Lab Evaluation – On-site wellness screen offers 22 blood tests including cholesterol, blood sugar, thyroid, blood cell count, and electrolytes. Draws will be performed once per year.
 - (b) Health Risk Assessment – Used to collect health information coupled with a process that includes biometric testing to assess an individual's health status, risks, and habits. This information is used to engage SCSD employees in their health, shape lifestyle choices, and promote prevention. A de-identified summary will be provided to SCSD Leadership to better understand the health characteristics of its employees.
 - (c) Care/Nutrition Management – A semiannual private consultation between the employee and our Corporate Wellness manager to discuss lab results, discuss the results of the health risk assessment, and discuss a plan for preventative future care.
 - (d) Prevention Summary Roadmap – Preventive services recommended based on a patient’s specific demographic.
 - (e) Annual Immunizations – On-site flu shots offered to all SCSD employees at a rate of \$30 per immunization (for 2025).
 - (f) Pre-work Job Screening – A series of tasks designed to assess a worker's ability to perform physical or other demands of a job for which he/she has been hired. This service is offered, upon request of SCSD, at a fixed discounted rate of \$25 per screening.
 - (g) SMC Wellness Center Access – The Wellness Center at Shenandoah Medical Center combines state-of-the-art equipment, comprehensive fitness programs, and a team of

professional trainers that work with individuals to develop and implement healthy lifestyle changes. Access by employees to the Wellness Center is included in this proposal.

- (h) Personal Training – Customized workout schedules based on health history, goals and current physical status. Employees will be advised on proper exercise techniques to ensure good form, strength and conditioning. This service is offered at a rate of \$25 per month, which will be billed directly to the employee, if employee elects to participate in this service.
- (i) Customized Services Brochure – A full packet will be composed by Hospital staff to be provided to SCSD’s employees.

SCSD acknowledges and agrees that Hospital may modify the Services, in accordance with Hospital’s Program. Hospital shall provide SCSD with notice of any material changes to the Services identified in this Section 1 at least thirty (30) days prior to any effective date of a change.

Hospital shall provide Services, through qualified personnel, in a professional and efficient manner in accordance with industry and professional standards. SCSD shall set aside and maintain designated areas adequate for the provision of Services. Hospital and SCSD shall mutually agree on a schedule for the performance of the Services. SCSD shall assist the Hospital in obtaining all necessary authorizations and consents for the provision of Services. The Hospital shall develop all authorization and consent forms for employees.

2. **Compensation.** In consideration of the Services, SCSD shall pay Hospital the fees in an amount and manner as outlined in Schedule A, attached hereto and incorporated herein by reference. On an annual basis, the Hospital may modify the fees for the Services by providing at least thirty (30) days' written notice of such modifications.

3. **Term and Termination.** The term of this Agreement will begin on September 1, 2025 and shall continue for one (1) year and may be renewed for successive one (1) year terms upon mutual agreement of the parties at least sixty (60) days prior to the end of the existing term (the initial term and any renewal term shall be referred to herein as the “**Term**”). This Agreement may be terminated prior to the expiration of any Term as follows:

(a) **Mutual Agreement.** If both Hospital and SCSD mutually agree, in writing, this Agreement shall terminate on the terms and date stipulated in such writing.

(b) **For Cause Termination.** This Agreement may be terminated by either party at any time by notifying the other party of its intention to terminate “for cause” at least thirty (30) days prior to the termination date. Such notice shall be in writing and specifically set forth the reasons justifying termination for cause. For purposes of this Agreement, “for cause” means: a material breach by a party to this Agreement of one or more obligations imposed upon the party under this Agreement. If the alleged breach is not cured within thirty (30) days, the Agreement will automatically terminate on the termination date specified in the notice.

4. **Relationship of the Parties.** The parties hereto are independent contractors. This Agreement does not constitute and shall not be construed in any manner so as to create as between

these parties a joint venture, employment relationship, agency agreement, partnership or any other relationship other than that of independent contractors.

5. **Proprietary Information.** In the event Hospital needs any of SCSD's proprietary information, including but not limited to any marketing plans, financial information, trademarks, or copyrights (whether registered or unregistered), it shall only utilize such proprietary information to perform Services hereunder and shall return all proprietary information immediately upon the termination of this Agreement.

6. **Compliance with Laws & Regulations.** SCSD and Hospital agree to comply with all applicable federal, state and local laws in the performance of obligations under this Agreement, including but not limited to the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder ("HIPAA"). If Hospital is a Business Associate of SCSD, Hospital will execute a Business Associate Agreement.

7. **Indemnification.** To the extent permitted by law, each party shall indemnify and hold harmless the other against all actions, claims, demands and liabilities, and against all loss, damage, costs and expenses, including reasonable attorneys' fees, arising directly or indirectly from an alleged injury to a person or to property as a result of the negligent or intentional act or omission of a party or any of its employees, subcontractors, or agents, except to the extent any such loss, damage, costs and expenses were caused by the negligent or intentional act or omission of the other party or its officers, employees or agents or covered by applicable insurance.

8. **Notices.** Any notice required to be given by this Agreement shall be in writing and personally delivered or sent by certified U.S. mail to the following addresses:

If to Hospital:

Attn: Matt Sells, CEO
300 Pershing Ave.
Shenandoah, IA 51601

If to SCSD:

Attn: Dr. Kerri Nelson
304 West Nishna Road
Shenandoah, IA 51601

9. **Miscellaneous.** This Agreement may not be assigned by either party to this Agreement without the express written consent of the other party. This Agreement, including any attachments, contains the entire understanding of the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements and understandings. Except as otherwise provided herein, any modification of this Agreement shall be effective only if it is in writing and signed by both parties to this Agreement. The failure or delay by a party at any time to require performance of any provision shall not affect the right of such party to require performance at a later time; no waiver shall be effective unless it is in writing and is signed by the party asserted to have granted such waiver. Should any provision of this Agreement or application thereof be held invalid or unenforceable, the remainder to this Agreement shall not be affected and shall continue to be valid and enforceable to the fullest extent permitted by law unless to do so would defeat the purpose of this Agreement as mutually determined by the parties. This Agreement shall be governed by and construed in accordance with the laws of the State of Iowa.

IN WITNESS WHEREOF, the parties through their duly authorized officers, have executed this Agreement on the first date above written.

Shenandoah Community School District

By: _____

Title: _____

Date: _____

Shenandoah Medical Center

By: _____

Title: _____

Date: _____

SCHEDULE A - COMPENSATION

Payment. SCSD shall pay the Hospital an Annual Plan Fee in the amount of ~~\$15,000.00~~. The Services that are included in the Annual Plan Fee are indicated below. In addition, and for the Services that are not included in the Annual Plan Fee, SCSD shall pay the Hospital in the amount and manner indicated below.

Service	Price
Lab Evaluation	Included
Care/Nutrition Management	Included
Health Risk Assessment	Included
Preventive Summary Roadmap	Included
Annual Flu Immunizations	\$30/employee or run through insurance
Pre-work Job Screen	\$25/screen
SMC Wellness Center Access	Included
Personal Training	\$25/month (to be paid by the employee)
Customized Services Brochure	Included
Hep B Immunization	\$83 employee/two dose \$125 employee three-dose
Hep B Titer	\$132
Basic CPR/First Aid, Including AED	\$75 per student
TB Interferon Blood Test	\$294
TB Skin Test	\$46.34
Tdap	\$132
DOT Drug Screen *(collection fee only)	\$60
DOT BAT	\$42
DOT Physicals	\$176
Non-DOT BAT	\$42
Non-DOT Physicals	\$125
Non-DOT urine collected fee	\$60

Payment Terms. For the Annual Plan Fee, SCSD agrees to pay Hospital the amount of the Annual Plan Fee by September 1, 2025 and then on the anniversary of such date for each successive term. For other charges, the Hospital will maintain and provide SCSD with documentation detailing Services provided during the previous month or some other time period. SCSD agrees to pay Contractor all fees due no later than thirty (30) days from the date of receipt of such documentation. Any amounts on invoices not paid within such period shall be subject to a compounding one and one-half percent (1.5%) service fee, or the maximum allowed by law, whichever is less, for each thirty (30) day period beyond the due date.



Building Automation System Service and Support Agreement

For:

**Shenandoah Community Schools
Admin Building**

**304 W Nishna Rd
Shenandoah, IA 51601**

Presented by

Chad Blacketer

**402-681-2590
cblacketer@albireoenergy.com
402-571-9454**



May 12, 2025

Alex Dailey

Shenandoah Community Schools

RE: Service and Support Agreement

Dear Alex Dailey,

Thank you for the opportunity to present our Service and Support Agreement (SSA) for the Albireo Energy (AE) Building Automation System (BAS) installed at the Admin Building. Our services will preserve the operational integrity of the system and assure the prompt repair of any detected malfunction of the BAS's hardware or software components.

Attached is our SSA, which details all the services included in this agreement. We are confident in our ability to ensure the reliable operation of this system and look forward to continuing to support you and your team. If you have any questions, or require any additional information, please feel free to contact me.

The entire Albireo Energy Service Team thanks you for the opportunity to serve you.

Sincerely,

Chad Blacketer

Account Manager

cblacketer@albireoenergy.com

m. (402) 681-2590 o. (402) 571-9454

www.AlbireoEnergy.com



Services To Be Provided

Operator Coaching & Support:

Operator Coaching

☐ Included ☒ Not Included

Through our individual Operator Coaching, we will review and reinforce learned skills, leading to greater utilization of your Building Automation System (BAS). During each normally scheduled agreement visit Albireo Energy (AE) will provide [Insert Hours Here] hours of coaching to your facility staff. Our system experts will assist your operators in identifying, verifying, and resolving problems found in executing tasks with your BAS. During the coaching sessions, we can address logbook issues, assist your operators in becoming more self-sufficient, and tailor control system applications to the needs of your facility and to your operators' specific job responsibilities.

Operator Training

☐ Included ☒ Not Included

Operator Training ensures that your staff maintains and expands their knowledge of how to operate your BAS. As part of your Service and Support Agreement we will provide the training services detailed in the Appendix.

System Performance Services:

Network Analysis & Optimization

☐ Included ☒ Not Included

AE ensures reliable and optimized communication throughout your BAS's communication network. You will have higher data network up-time; and when infrequent problems do occur, you will benefit from faster problem resolution. Using our family of network analysis and diagnostic tools we will analyze all aspects of the BAS communication network and address and/or notify you (in the event of problems outside our control) of any problems which negatively impact network performance. Following each [Insert Frequency Here] evaluation, we will meet with you to review a written pre/post-performance report which will document our findings and any actions we took.

Systematic Preventative Maintenance

☐ Included ☒ Not Included

Automation controls can drift out of calibration with changes in mechanical component performance characteristics, building use, and climate conditions. We provide Preventive Maintenance (PM) in accordance with a program of standard maintenance routines as determined by our experience, equipment application and location. Through this service we improve comfort, extend equipment life, reduce energy waste and the risk of costly and disruptive breakdowns, associated deliverables are listed in the Appendix.

Control Loop Analysis & Optimization

☐ Included ☒ Not Included

Control loops, by their nature, drift out of calibration with changes in mechanical efficiency, building use, and climate conditions. Through this service we ensure the control loops, throughout your BAS, experience minimized hunting and overshooting. Benefits include lower energy consumption through more efficient equipment usage, and a more comfortable environment.

Software and Firmware Updates

☒ Included ☐ Not Included

Through this service, you will have access to updated software and firmware. Benefits include improved building operation, while extending the life of your BAS investment. Annual software and documentation updates to your existing system will be provided. This service includes all "dot" releases such as version x.5 to x.6, not major version



releases such as version 5.0 to 6.0, or any hardware changes which are required to support the new software or firmware.

Application Consulting & Implementation

☐ Included ☒ Not Included

To ensure your BAS meets your changing needs, we will conduct on-site reviews of applications being used to operate your facility. Our review will include an analysis of the BAS as well as all applicable facility control strategies and technologies. We will combine these reviews with a written report of our findings and recommendations to be presented during an in-person debriefing. This may include recommendations on implementing or re-enabling energy management or new control strategies, including returning manual to automatic mode as appropriate, and making recommendations to add/modify applications, sensors, points, panels and/or software where needed to improve building operation and performance.

Protection & Recovery Services:

System Backup & Restoration

☒ Included ☐ Not Included

On an [by annually basis, AE will back up the BAS system including database, programs, graphics, and workstations/servers. One copy of the backup will be stored on-site, and a second copy will be stored at AE's local office. In the event of a system failure, we will restore the BAS System using the most current backup available. Restoration services are dependent on the conditions of the associated hardware and network. Additional billable services may be required to address any failed hardware, computer, or networking components.

Emergency Support – Remote

☒ Included ☐ Not Included

Remote support allows our service department or on call technician to access your system to perform remote troubleshooting and problem resolution. Often our service team can resolve issues without the need to wait for an on-site visit. Response time will be within (2) hours of the service request. If the on-call technician cannot identify or solve the problem remotely, we will schedule an on-site service visit. To facilitate Remote Support, the Customer will provide AE access to a customer maintained external data connection to the network on which the BAS resides. The actual time spent providing remote support will be charged in accordance with the Billable Rates shown below.

Emergency Support - On-site

☐ Included ☒ Not Included

On-site support will be provided as required for service calls after standard business hours including weekends and holidays. Response time is guaranteed to be within [Insert Time Here] hours. Non-emergency calls, as determined by your staff and AE, will be scheduled at a mutually agreed upon time. The actual time spent providing On-site support will be charged in accordance with the Billable Rates shown below.

Material Repair or Replacement

☐ Included ☒ Not Included

AE will provide the labor and material required to restore normal operation for all components listed in the Appendix. This includes troubleshooting and diagnosing the source of operational problems, as well as the repair or replacement (if required) of failed components. Affected equipment is guaranteed to be restored to normal service within two (2) business days. For components not listed in the Appendix as covered for this service, labor for repair and/or replacement will be billed in accordance with our current agreement. This coverage does not apply to equipment, which is damaged due to misuse, vandalism, or acts of God. This coverage does not apply to HVAC or other controlled systems.



****Note:** Emergency calls made by the Customer that do not require repairs on control equipment or programs, i.e., failed fan motor or power failure are considered billable visits. Labor is not included for Acts of God, fire, vandalism, terrorism, war, or other Customer events covered by Customer's insurance.

Intelligent Services:



☐ Included ☒ Not Included

Critical Alarm Messenger (CALM) is an IoT-enabled, 24x7 notification and escalation service that will tell you when there's an issue with your most critical building systems. It's an essential part of a single building and campus-wide continuity plan.

Through this service the CALM high availability cloud alarm server and email server, changes to alarm distribution lists, escalation procedures, and time delays between email notifications will be managed. The CALM web site will provide Customer access to alarm history and notification tracking on an individual and portfolio of buildings. Alarms will be sent via email, text, and/or phone requiring acknowledgement by facility staff, or the alarm will be escalated to the next individual on the notification tree. Our reporting platform provides a history of alarms and notification tracking, with analytics that our team will use to address patterns with your most frequent alarms.

The CALM service provides continuous monitoring of building communications with notification to the AE service team of a loss of service. We will provide cellular or broadband service to your system when not provided through the Remote Support Service. The creation, programming or setting up of the initial Remote Alarm Notification application is separate from these services. The critical points to be monitored are those listed in this agreement.

Energy Services:

Annual Energy Star Benchmark

☐ Included ☒ Not Included

AE will analyze the most recent 12 months of utility bills (electric, natural gas, oil, steam, etc.), provided by the Customer, and create an Energy Star Portfolio Manager account for the Customer. Our energy engineering team will present results of the benchmark.

Preliminary Schedule

Below is a preliminary schedule of AE's onsite visits associated with this SSA.

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
PM												
Database Backup	1	1	1									



Agreement Details

Albireo Energy Service Team:

AE has assembled a specialized team to provide you with industry-leading building services. Our service team will work with you to help you derive the highest value from your BAS investment, and to assist you in reducing your energy and operating costs, while maintaining the highest levels of occupant comfort and productivity, safety, and system uptime.

Albireo Energy Contact Information:

For all Service Requests 24/7 x 365: (402) 571-9454

Email **Non-Critical** service requests to: ServiceOmaha@AlbireoEnergy.com

Although you may develop strong relationships with our staff, including cell phones and email addresses, please **always use the Service Request phone number or email** in lieu of directly contacting our technicians to allow our automated response and tracking system to deliver the best possible service.

Albireo Energy Service Labor Rates:

<u>Labor Type</u>	<u>Current Rate (2025)*</u>	<u>Discount</u>	<u>Extended</u>
Standard Rate	\$170	10%	\$153
Overtime Rate	\$255	10%	\$229
Holiday Rate	\$340	10%	\$306

Minimum Charges

- There will be a minimum 4-hour charge at T&M rates above for non-scheduled on-site service work.
- There will be a minimum 2-hour charge at T&M rates above for non-scheduled phone support.

Expense Charges & Mileage:

- Mileage Calculation is based on roundtrips from AE's Omaha office to Customer site and will be charged at \$0.75 per mile for any customer sites that extend beyond (60) miles from the AE office.
- Per Diem Charge for work outside AE service area requiring local lodging and meals will be agreed upon with Customer before dispatching. Travel to locations other than by automobile at rates above will be actual charges (+) 10% overhead.

Travel Time:

- Travel to / from jobsite in excess of (1) hour will be billed at the rates shown above.



Assumptions and Clarifications:

This proposal is based on the following assumptions and clarifications:

- Customer will provide and maintain a means by which Albireo Energy staff will be able to remotely access and operate the BAS.
- There is no requirement for formalized training (one-time or ongoing) required before Albireo's staff will be allowed to work on site.
- There are no SOPs or other site-specific requirements which will impact the time it takes to perform the tasks described herein.
- All Systematic Preventive Maintenance will be performed on operating systems without disrupting normal system performance.
- Customer acknowledges that Albireo's employees are essential to its business of providing skilled services and are familiar with Albireo's operating and proprietary procedures. Therefore, Customer agrees to not, without Albireo's prior written consent, solicit for employment, hire, make any agreement with, or permit the employment (including employment by any successor contractor) in any facility owned or controlled by Customer, of any person who is or has been an Albireo employee within the earlier of one (1) year after such employee terminates employment with Albireo or within one (1) year after termination of this Agreement. Customer also acknowledges that its breach of the obligations set forth in this section would irreparably harm Albireo's business and leave Albireo without an adequate remedy at law, and that Albireo would be entitled to injunctive relief to enforce the terms of this section. This provision shall survive termination of this Agreement.
- Except for Emergency Support, all work will be performed during normal, non-holiday working hours; Monday through Friday, 7:00 AM – 4:00 PM.



Contract Acceptance & Signature Page:

Service Agreement #:

Service Location(s): 304 W Nishna Rd. Shenandoah, IA 51601

Billing Address: 304 W Nishna Rd. Shenandoah, IA 51601

Price Summary:

1-Year Agreement	Term - Start Date	Term - End Date	Annual Amount
Year 1	6/1/2025	5/31/2026	\$3,126.90

5-Year Agreement	Term - Start Date	Term - End Date	Annual Amount
Year 1	6/1/2025	5/31/2026	\$2,978.00
Year 2	6/1/2026	5/31/2027	\$3,126.90
Year 3	6/1/2027	5/31/2028	\$3,283.25
Year 4	6/1/2028	5/31/2029	\$3,447.41
Year 5	6/1/2029	5/31/2030	\$3,619.78

Approved Term: ☐ 1-Year Agreement ☐ 5-Year Agreement

Billing Cycle: ☐ Annual ☐ Semi-Annual ☐ Quarterly

The amount reflected in the above table includes all applicable taxes. A valid tax-exempt certificate must be provided to AE if taxes are not to be applied.

Invoices will be sent to the Customer in the period prior to scheduled service. Payment is due prior to services rendered.

This proposal is hereby accepted, and AE is authorized to proceed based on the Scope of described within this proposal along with the Terms and Conditions at the end of this document. Any comments or changes will be effective only upon specific written acceptance by AE.

Accepted by:

Alex Dailey, Facility Manager
Shenandoah Community Schools

Approved for Albireo Energy by:

Dustin Griffith
General Manager

Signature

Date

Signature

Date

This proposal is valid for 30 days and supersedes any prior proposals for this scope of work.



Appendix

List of Covered Systems & Equipment (See Section: System Performance Services – Paragraph 2)

Controlled Systems	Qty	Systematic PM Frequency	Total Control Loop Qty

List of Covered Systems & Equipment (See Section: System Performance Services – Paragraph 4)

BAS Components	Qty	Model #	Description	Firmware Ver.

List of Included Operator Training (See Section: Operator Coaching & Support – Paragraph 2)

Training Description	Students	Location	Date(s)

List of CALM™ Points Coverage (See Section: Intelligent Services – Paragraph 1)

Building	Point Description	Quantity



Terms and Conditions

By accepting this proposal, the Customer agrees to the following Terms and Conditions

Albireo Energy, LLC. hereafter referred to as AE

1. TERM AND TERMINATION

- A. This Agreement will commence on the effective date and continue for an initial period and is non-cancelable. Either party may terminate this Agreement at the end of the initial term by giving the other party no less than sixty (60) days written notice, via certified mail or email, prior to the expiration date of the then current term of the Agreement. This Agreement may be terminated by AE upon sixty (60) days prior written notice to Customer. This Agreement will automatically renew if notice of termination is not provided. This Agreement is subject to a price adjustment on an annual basis in accordance with the effective date of the agreement. Notice of the price adjustment will be provided prior to the renewal of the Agreement.
- B. If a party materially breaches the Agreement, the other party shall provide written notice of the breach and a reasonable time under the circumstances to cure the breach, but in no event less than a thirty (30) days cure period. If the breaching party fails to cure the breach within the specified time period, the non-breaching party may terminate the Agreement upon fifteen (15) days written notice to the other party.

2. **SCOPE OF WORK:** This proposal is based upon the use of straight time labor only, unless otherwise stated in this contract. AE will perform the contracted work and services with trained, experienced, and qualified personnel in accordance with the customary standard of the industry. Plastering, patching, and painting are excluded. Customer agrees to provide AE with required field utilities (electricity, toilets, drinking water, project hoist, elevator service, etc.) without charge. AE agrees to keep the job site clean of debris arising out of its own operations. Customer shall not charge or back charge AE for any costs or expenses without AE's written consent. Unless specifically noted in the statement of the scope of work or services undertaken by AE under this agreement, AE's obligations under this agreement expressly exclude any work or service of any nature associated or connected with the identification, abatement, clean up, control, removal, or disposal of environmental Hazards, Hazardous Material, or dangerous substances, to include but not be limited to asbestos or PCBs, discovered in or on the premises. Any language or provision of the agreement elsewhere contained which may authorize or empower the Customer to change, modify, or alter the scope of work or services to be performed by AE shall not operate to compel AE to perform any work relating to Hazards or Hazardous Material without AE's express written consent. Services performed at Customer's direction outside of the scope of this proposal will be billed at AE's prevailing rates.
3. **REMOTE CONNECTIVITY:** Customer grants AE the right to remotely connect (via internet or other agreed upon means) to HVAC equipment or other building systems of the Customer, and to diagnose and remotely make repairs at Customer's request. The Intelligent Services, Customer's building automation system (BAS) and/or HVAC equipment to view, extract, or otherwise collect and retain data from the BAS, including any reports and other information AE provides, are only intended to provide operational assessments and recommendations.
4. **ELECTRONIC MONITORING:** Any electronic monitoring AE performs is undertaken solely to enable AE to collect the data and perform any analysis included in AE's Services. Customer agrees that AE is not liable for inability to perform and/or losses that may occur in cases of malfunction or nonfunctioning of communications equipment, HVAC and other equipment, the energy management system, failure to identify equipment or system performance issues, failure to recommend corrective action, or otherwise related to the monitoring of Customer's equipment and building systems.
5. **DATA COLLECTED:** Data that is collected by AE shall be used for the purposes of monitoring and diagnosing the performance of designated building systems and compiling trends and reports of said systems. AE shall not use or publish such data in any way that identifies Customer as the source of that data without Customer's prior written consent. The data AE will collect from Customer will not include any personal or individual information. Upon Customer's written request, AE will endeavor to provide an electronic copy of data collected from Customer, subject to availability.
6. **DATA PRIVACY AND SECURITY:** AE has implemented various security measures for the purpose of protecting Customer's data against accidental or unlawful access, unauthorized disclosure, loss, destruction, and alteration. Customer is responsible for maintaining the confidentiality of Customer's username(s) and password(s). Customer is responsible for all uses of Customer's password(s), whether or not authorized by Customer. Customer must inform AE immediately of any unauthorized use of Customer's username(s) or password(s). Transmission of data over the Internet by its nature entails the use of systems under the control of third parties, and as a result AE cannot ensure total control of the security of such systems. AE will take commercially reasonable efforts to ensure that data and other configuration parameters are not visible or accessed by other customers. Customer acknowledges that the very nature of communication via the Internet restricts AE from offering any guarantee of the privacy or confidentiality of information relating to Customer passing over the Internet. In gaining access via the Internet, Customer also acknowledges and accepts that electronic communication may not be free from interference by unauthorized persons and may not remain confidential. Customer therefore accepts that access and storage of data is at Customer's own risk. AE will notify Customer of any breach in security of which AE become aware. Any breach in privacy of which Customer become aware should be reported by Customer to AE immediately. AE does not disclose Customer's information to third parties for their marketing purposes, but AE does use third party software and services to assist AE with collecting and analyzing information. AE may also disclose Customer's information if required to do so by law, in which case, Company will inform Customer of such disclosure.
7. **DISCOVERY PERIOD:** In the event that AE determines, during the first thirty (30) days of any Service Agreement or upon seasonal start-up (discovery period) that any equipment covered under this Agreement in need of repair and/or replacement, AE shall inform Customer of the equipment condition and remedy. AE shall not be responsible for the present or future repair and/or replacement or operability of any specific equipment; until such time as the equipment is brought up to an acceptable condition or the Customer removes the unacceptable system(s), component(s), or part(s) from this contract.
8. **INVOICING AND PAYMENTS:** Invoices are due and payable within 30 days of date of invoice. AE reserves the right to charge interest at the rate of 1.5% per month, or the maximum rate permitted by applicable law, for any and all amount due and owing beyond 30 days of invoicing.

- Payments shall be made in monthly, quarterly, or yearly installments as stated in contract, due and payable in advance of services being rendered. Customer will reimburse AE for all costs of collection, including without limitation court costs and reasonable attorneys' fees.
9. **SUSPENSION OF SERVICE:** If Customer fails to pay any invoice within the specified payment terms or if Customer breaches any material provision of the Agreement, AE may stop work or suspend its services under this Agreement and/or other contracts with the Customer until all invoices are current or Customer cures the breach. Any requests for service during the period of suspension of service or repairs necessitated by the lack of maintenance by the Customer will be invoiced by AE and paid separately by Customer. If Customer fails to make timely payment, any indemnity provided by AE under the Agreement is null and void as to any damages that arise during the suspension period for non-payment. Customer waives all claims against AE arising from or related to suspension of service pursuant to this provision.
 10. **OBSOLESCENCE:** If the materials or equipment included in this proposal become temporarily or permanently unavailable for reasons outside the control of, and without the fault of, AE, then in the case of such temporary unavailability, the time for performance of the work shall be extended to the extent thereof, and in the case of permanent unavailability, AE shall be excused from furnishing said materials or equipment, but shall remain responsible for furnishing a substitute acceptable to Customer at AE's expense, and shall be reimbursed for the difference between the price for the materials or equipment currently unavailable and its cost for the substitute. If installing the substitute requires modifications or additions to the existing system then AE shall be reimbursed for the associated costs.
 11. **WARRANTY:** AE warrants that for equipment it furnishes and/or installs, AE will extend the same warranty terms and conditions that AE receives from the manufacturer of said equipment. For equipment installed by AE, if Customer provides written notice to AE of any defect within thirty (30) days after the appearance or discovery of such defect, AE shall, at its option, repair or replace the defective equipment. For equipment not installed by AE, if Customer returns the defective equipment to AE within thirty (30) days after appearance or discovery of such defect, AE shall, at its option, repair or replace the defective equipment and return said equipment to Customer. All transportation charges incurred in connection with the warranty for equipment not installed by AE shall be borne by Customer. These warranties do not extend to any equipment which has been repaired by others, abused, altered, or misused, or which has not been properly and reasonably maintained. Repair or replacement of equipment parts or components is limited to restoring working condition. AE shall not be obligated to provide replacement equipment that provides significant betterment or improvement to the system initially installed. AE shall not be responsible for repairs, replacement, or services required due to negligence, abuse, misuse, improper repairs or modifications, lack of operator maintenance or other issues beyond our control. THESE WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THOSE OF MERCHANTABILITY AND FITNESS FOR A SPECIFIC PURPOSE.
 12. **INSURANCE AND INDEMNIFICATION:** AE will provide its standard certificate of insurance. To the extent permitted by law, each party will indemnify, defend, and hold the other party harmless from and against any and all claims, demands, actions, suits, proceedings, judgments, damages, loss, liabilities, costs, or expenses, including without limitation court costs and reasonable attorney's fees, arising from, or related to the indemnifying party's sole negligence or willful misconduct in performance of the Agreement. Each party is responsible for its share of any comparative or contributory negligence without indemnity by the other party. Each party's indemnity obligations are expressly conditioned on the indemnified party: (i) giving the indemnifying party prompt written notice of each claim; (ii) promptly tendering to the indemnifying party the defense or settlement of each claim; and (iii) cooperating with the indemnifying party at the indemnified party's expense in defending or settling each claim. If an indemnified party does not comply strictly with the terms of this provision, the indemnifying party's indemnity obligations will become null and void and will not be considered in interpreting the Agreement.
 13. **LIMITATION OF LIABILITY:**
 - A. Notwithstanding anything to the contrary in this Agreement, AE's total liability to Customer under the Agreement is limited to the total amount paid by Customer to AE during the calendar year in which the liability occurred.
 - B. In no event will either party be liable to the other party for indirect, incidental, consequential, special, exemplary, or punitive damages of any kind or nature arising from or related to the services, equipment, material furnished, or performance of the Agreement, including without limitation loss of profits, loss or inaccuracy of data, or loss of use damages, even if the party has been advised of the possibility of such damages and even if under applicable law such damages would not be considered for indirect, incidental, punitive, special, or consequential damages. Each party hereby waives its rights to such damages to the fullest extent permitted by applicable law.
 - C. AE's liability with respect to the products, materials and equipment sold hereunder shall be limited to the warranty provided in section 9 hereof and shall not exceed the cost of repairing or replacing defective products.
 - D. This agreement does not include responsibility for design of the system (unless specifically included), obsolescence, electrical power failures, low voltage, burned-out main or branch fuses, low water pressure, vandalism, misuse, or abuse of the system(s) by others (including the Customer), negligence of the system by others (including the Customer), failure of the Customer to properly operate the system(s), or other causes beyond the control of AE.
 - E. If there is any litigation between the parties with respect to this Agreement or the subject matter hereof, the prevailing party in such litigation shall be entitled to collect all of its costs and expenses in such litigation, including reasonable attorney's fees and court costs, from the other party.
 14. **ASSIGNMENT:** Either party may assign the Agreement to a third party upon thirty (30) days prior written notice to the other party subject to the terms of this provision. If Customer transfers ownership of the premises or the operation or management of the premises on which such equipment is located to a new owner, operating, or managing company, Customer will promptly provide AE with the contact information of the new owner, operating or managing company, and take all such actions as are necessary to assign the Agreement to the new owner, operating or managing company. Customer will promptly provide AE with a copy of such assignment. Should the new owner, operating or managing company fail to assume this Agreement, Customer shall remain liable for all unpaid amounts, including those owed for the balance of the current unexpired term of this Agreement.
 15. **TAXES:** The price of this proposal does not include duties, sales, use, excise, or other similar taxes, unless required by federal, state, or local law. Customer shall pay, in addition to the stated price; all taxes not legally required to be paid by AE or, alternatively, shall provide AE with acceptable tax exemption certificates. AE shall provide Customer with any tax payment certificate upon request and after completion and acceptance of the work.

16. **FORCE MAJEURE, DELAYS AND DISRUPTIONS:** AE shall not be liable for any delays or disruptions in the performance of the work, services or delivery of equipment and materials, or for any loss, damage, claim, disruption or delay due to any cause beyond AE's control, including, but not limited to, acts of domestic or foreign government (including a change in law), terrorism, riots, civil commotion, war, malicious mischief, cyber-attacks, infectious diseases, epidemic, pandemic, quarantine, border or port of entry and exit restrictions or acts of God, strikes, lockouts, labor disputes or disturbances, work interruption, flood or other water damage, conditions of the premises, acts or omissions of the Customer, other Contractors, or Owner of the property of which the work is performed, delays caused by others, fire, explosion, theft, or inclement weather. In the event of such delays or disruptions, AE shall be entitled to an extension in time equal to the length of such delay affecting AE and an equitable adjustment in the Prices and contract amount. In no event shall AE be liable for business interruption losses, or consequential or speculative damages.
17. **PROPERTY RIGHTS:**
 - A. AE will provide Customer with any information or materials that it provides generally to all its customers in the ordinary course of its business. Any tools, devices, or other equipment that AE uses to perform its services or monitor the Equipment remains the sole property of AE. If this Agreement terminates or expires for any reason, Customer will give AE access to the premises to remove such equipment at AE's expense.
 - B. AE retains all rights, title, and interest, including all intellectual property rights, in and to the written materials it provides to Customer or uses to perform its services, including without limitation shop drawings, technical documentation, and user manuals, and to any software provided with the equipment. Customer will not use such software except in connection with the use and operation of the Equipment. Customer will not reverse engineer or otherwise attempt to obtain the source code of any software in object code form.
18. **OCCUPATIONAL SAFETY AND HEALTH:** The Parties hereto agree to notify each other immediately upon becoming aware of an inspection under, or any alleged violation of, the Occupational Safety and Health Act relating in any way to the project or project site.
19. **CHANGES:** No change or modification of any of the terms and conditions stated herein shall be binding upon AE unless accepted by AE in writing.
20. **EMERGENCY SERVICE WORK:** If emergency service is performed at the Customer's request and AE's inspection reveals a defect for which AE is not liable under this agreement, the emergency service call will be billed to Customer at AE's prevailing time and material rate.
21. **AGREEMENT NOT TO HIRE.** Customer acknowledges that AE's employees are essential to its business of providing skilled services and are familiar with AE's operating and proprietary procedures. Therefore, Customer agrees to not, without AE's prior written consent, solicit for employment, hire, make any agreement with, or permit the employment (including employment by any successor contractor) in any facility owned or controlled by Customer, of any person who is or has been an AE employee within the earlier of one (1) year after such employee terminates employment with AE or within one (1) year after termination of this Agreement. Customer also acknowledges that its breach of the obligations set forth in this section would irreparably harm AE's business and leave AE without an adequate remedy at law, and that AE would be entitled to injunctive relief to enforce the terms of this section. This provision shall survive termination of this Agreement.
22. **CUSTOMER RESPONSIBILITIES:** Customer is responsible to promptly notify AE of unusual operating conditions, provide reasonable access to equipment being serviced, for removal and replacement of ceilings, enclosures, or tenant's property required to gain access to the equipment being serviced.
23. **DISPUTES** This agreement shall be construed in accordance with State law and any dispute shall be venued in the local county.
24. **U.S. GOVERNMENT PROJECTS:** If the product(s) or service(s) provided under this Agreement are for end use by a federal, state or local government Customer, AE makes no representations, certifications or warranties whatsoever with respect to the ability of its product(s), service(s) or price(s) to satisfy any applicable federal, state or local statutes or regulations, including without limitation the Federal Acquisition Regulation ("FAR"). Further, in such case, AE shall not be responsible or liable to perform or provide product(s), service(s) or price(s) to satisfy any applicable federal, state or local statutes or regulations, including without limitation the FAR.
25. **MISCELLANEOUS:** The Agreement, including any attachments, supersedes all prior written or oral negotiations, commitments, agreements, and understandings between the parties relating to the subject thereof, and constitutes the entire agreement between the parties with respect to the subject matter hereof. The Agreement is not effective until signed by AE's authorized representative or until AE commences work under the Agreement. The Terms and Conditions set forth herein shall prevail over and supersede any terms and conditions contained in any documents provided by Customer. Notwithstanding anything to the contrary in this Agreement, if Customer causes or permits AE to commence performance of services, Customer accepts the terms and conditions of this Agreement. The Agreement may not be modified, amended, canceled, or altered by custom and usage of trade or course of dealing. Any section headings are for convenience only and will not in any way limit the scope or affect the interpretation of any provision of the Agreement. In the event any part of the Agreement is determined to be invalid or non-enforceable, the remaining part or provisions will continue in full force and effect. Failure or delay by a party to exercise any right, remedy, power, or privilege accorded by the Agreement does not constitute a waiver of such right, remedy, power, or privilege. A waiver is effective only if in writing and signed by the waiving party. A written waiver of default will not operate as a waiver of any other default or of the same default in the future. The terms and conditions of the Agreement that by their sense and context are intended to survive expiration or termination of the Agreement will so survive, including without limitation the making of all payments hereunder.



Building Automation System Service and Support Agreement

For:

**Shenandoah Community Schools
High School**

1000 Mustang Drive

Click or tap here to enter text.

Shenandoah, IA 51601

Presented by:

Chad Blacketer

402-681-2590

cblacketer@albireoenergy.com

402-571-9454



May 12, 2025

Alex Dailey

Shenandoah Community Schools

RE: Service and Support Agreement

Dear Alex Dailey,

Thank you for the opportunity to present our Service and Support Agreement (SSA) for the Albireo Energy (AE) Building Automation System (BAS) installed at the High School. Our services will preserve the operational integrity of the system and assure the prompt repair of any detected malfunction of the BAS's hardware or software components.

Attached is our SSA, which details all the services included in this agreement. We are confident in our ability to ensure the reliable operation of this system and look forward to continuing to support you and your team. If you have any questions, or require any additional information, please feel free to contact me.

The entire Albireo Energy Service Team thanks you for the opportunity to serve you.

Sincerely,

Chad Blacketer

Account Manager

cblacketer@albireoenergy.com

m. (402) 681-2590 o. (402) 571-9454

www.AlbireoEnergy.com

Services To Be Provided

Operator Coaching & Support:

Operator Coaching

☐ Included ☒ Not Included

Through our individual Operator Coaching, we will review and reinforce learned skills, leading to greater utilization of your Building Automation System (BAS). During each normally scheduled agreement visit Albireo Energy (AE) will provide [Insert Hours Here] hours of coaching to your facility staff. Our system experts will assist your operators in identifying, verifying, and resolving problems found in executing tasks with your BAS. During the coaching sessions, we can address logbook issues, assist your operators in becoming more self-sufficient, and tailor control system applications to the needs of your facility and to your operators' specific job responsibilities.

Operator Training

☐ Included ☒ Not Included

Operator Training ensures that your staff maintains and expands their knowledge of how to operate your BAS. As part of your Service and Support Agreement we will provide the training services detailed in the Appendix.

System Performance Services:

Network Analysis & Optimization

☐ Included ☒ Not Included

AE ensures reliable and optimized communication throughout your BAS's communication network. You will have higher data network up-time; and when infrequent problems do occur, you will benefit from faster problem resolution. Using our family of network analysis and diagnostic tools we will analyze all aspects of the BAS communication network and address and/or notify you (in the event of problems outside our control) of any problems which negatively impact network performance. Following each [Insert Frequency Here] evaluation, we will meet with you to review a written pre/post-performance report which will document our findings and any actions we took.

Systematic Preventative Maintenance

☐ Included ☐ Not Included

Automation controls can drift out of calibration with changes in mechanical component performance characteristics, building use, and climate conditions. We provide Preventive Maintenance (PM) in accordance with a program of standard maintenance routines as determined by our experience, equipment application and location. Through this service we improve comfort, extend equipment life, reduce energy waste and the risk of costly and disruptive breakdowns, associated deliverables are listed in the Appendix.

Control Loop Analysis & Optimization

☐ Included ☒ Not Included

Control loops, by their nature, drift out of calibration with changes in mechanical efficiency, building use, and climate conditions. Through this service we ensure the control loops, throughout your BAS, experience minimized hunting and overshooting. Benefits include lower energy consumption through more efficient equipment usage, and a more comfortable environment.

Software and Firmware Updates

☒ Included ☐ Not Included

Through this service, you will have access to updated software and firmware. Benefits include improved building operation, while extending the life of your BAS investment. Annual software and documentation updates to your existing system will be provided. This service includes all "dot" releases such as version x.5 to x.6, not major version



releases such as version 5.0 to 6.0, or any hardware changes which are required to support the new software or firmware.

Application Consulting & Implementation

☐ Included ☒ Not Included

To ensure your BAS meets your changing needs, we will conduct on-site reviews of applications being used to operate your facility. Our review will include an analysis of the BAS as well as all applicable facility control strategies and technologies. We will combine these reviews with a written report of our findings and recommendations to be presented during an in-person debriefing. This may include recommendations on implementing or re-enabling energy management or new control strategies, including returning manual to automatic mode as appropriate, and making recommendations to add/modify applications, sensors, points, panels and/or software where needed to improve building operation and performance.

Protection & Recovery Services:

System Backup & Restoration

☒ Included ☐ Not Included

On a by annual basis, AE will back up the BAS system including database, programs, graphics, and workstations/servers. One copy of the backup will be stored on-site, and a second copy will be stored at AE's local office. In the event of a system failure, we will restore the BAS System using the most current backup available. Restoration services are dependent on the conditions of the associated hardware and network. Additional billable services may be required to address any failed hardware, computer, or networking components.

Emergency Support – Remote

☒ Included ☐ Not Included

Remote support allows our service department or on call technician to access your system to perform remote troubleshooting and problem resolution. Often our service team can resolve issues without the need to wait for an on-site visit. Response time will be within (2) hours of the service request. If the on-call technician cannot identify or solve the problem remotely, we will schedule an on-site service visit. To facilitate Remote Support, the Customer will provide AE access to a customer maintained external data connection to the network on which the BAS resides. The actual time spent providing remote support will be charged in accordance with the Billable Rates shown below.

Emergency Support - On-site

☐ Included ☒ Not Included

On-site support will be provided as required for service calls after standard business hours including weekends and holidays. Response time is guaranteed to be within [Insert Time Here] hours. Non-emergency calls, as determined by your staff and AE, will be scheduled at a mutually agreed upon time. The actual time spent providing On-site support will be charged in accordance with the Billable Rates shown below.

Material Repair or Replacement

☐ Included ☒ Not Included

AE will provide the labor and material required to restore normal operation for all components listed in the Appendix. This includes troubleshooting and diagnosing the source of operational problems, as well as the repair or replacement (if required) of failed components. Affected equipment is guaranteed to be restored to normal service within two (2) business days. For components not listed in the Appendix as covered for this service, labor for repair and/or replacement will be billed in accordance with our current agreement. This coverage does not apply to equipment, which is damaged due to misuse, vandalism, or acts of God. This coverage does not apply to HVAC or other controlled systems.



****Note:** Emergency calls made by the Customer that do not require repairs on control equipment or programs, i.e., failed fan motor or power failure are considered billable visits. Labor is not included for Acts of God, fire, vandalism, terrorism, war, or other Customer events covered by Customer's insurance.

Intelligent Services:



☐ **Included** ☐ **Not Included**

Critical Alarm Messenger (CALM) is an IoT-enabled, 24x7 notification and escalation service that will tell you when there's an issue with your most critical building systems. It's an essential part of a single building and campus-wide continuity plan.

Through this service the CALM high availability cloud alarm server and email server, changes to alarm distribution lists, escalation procedures, and time delays between email notifications will be managed. The CALM web site will provide Customer access to alarm history and notification tracking on an individual and portfolio of buildings. Alarms will be sent via email, text, and/or phone requiring acknowledgement by facility staff, or the alarm will be escalated to the next individual on the notification tree. Our reporting platform provides a history of alarms and notification tracking, with analytics that our team will use to address patterns with your most frequent alarms.

The CALM service provides continuous monitoring of building communications with notification to the AE service team of a loss of service. We will provide cellular or broadband service to your system when not provided through the Remote Support Service. The creation, programming or setting up of the initial Remote Alarm Notification application is separate from these services. The critical points to be monitored are those listed in this agreement.

Energy Services:

Annual Energy Star Benchmark

☐ **Included** ☐ **Not Included**

AE will analyze the most recent 12 months of utility bills (electric, natural gas, oil, steam, etc.), provided by the Customer, and create an Energy Star Portfolio Manager account for the Customer. Our energy engineering team will present results of the benchmark.

Preliminary Schedule

Below is a preliminary schedule of AE's onsite visits associated with this SSA.

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
PM												
Database Backup	1	1	1									



Agreement Details

Albireo Energy Service Team:

AE has assembled a specialized team to provide you with industry-leading building services. Our service team will work with you to help you derive the highest value from your BAS investment, and to assist you in reducing your energy and operating costs, while maintaining the highest levels of occupant comfort and productivity, safety, and system uptime.

Albireo Energy Contact Information:

For all Service Requests 24/7 x 365: (402) 571-9454

Email **Non-Critical** service requests to: ServiceOmaha@AlbireoEnergy.com

Although you may develop strong relationships with our staff, including cell phones and email addresses, please **always use the Service Request phone number or email** in lieu of directly contacting our technicians to allow our automated response and tracking system to deliver the best possible service.

Albireo Energy Service Labor Rates:

<u>Labor Type</u>	<u>Current Rate (2025)*</u>	<u>Discount</u>	<u>Extended</u>
Standard Rate	\$170	10%	\$153
Overtime Rate	\$255	10%	\$229
Holiday Rate	\$340	10%	\$306

Minimum Charges

- There will be a minimum 4-hour charge at T&M rates above for non-scheduled on-site service work.
- There will be a minimum 2-hour charge at T&M rates above for non-scheduled phone support.

Expense Charges & Mileage:

- Mileage Calculation is based on roundtrip from AE's Omaha office to Customer site and will be charged at \$0.75 per mile for any customer sites that extend beyond (60) miles from the AE office.
- Per Diem Charge for work outside AE service area requiring local lodging and meals will be agreed upon with Customer before dispatching. Travel to locations other than by automobile at rates above will be actual charges (+) 10% overhead.

Travel Time:

- Travel to / from jobsite in excess of (1) hour will be billed at the rates shown above.



Assumptions and Clarifications:

This proposal is based on the following assumptions and clarifications:

- Customer will provide and maintain a means by which Albireo Energy staff will be able to remotely access and operate the BAS.
- There is no requirement for formalized training (one-time or ongoing) required before Albireo's staff will be allowed to work on site.
- There are no SOPs or other site-specific requirements which will impact the time it takes to perform the tasks described herein.
- All Systematic Preventive Maintenance will be performed on operating systems without disrupting normal system performance.
- Customer acknowledges that Albireo's employees are essential to its business of providing skilled services and are familiar with Albireo's operating and proprietary procedures. Therefore, Customer agrees to not, without Albireo's prior written consent, solicit for employment, hire, make any agreement with, or permit the employment (including employment by any successor contractor) in any facility owned or controlled by Customer, of any person who is or has been an Albireo employee within the earlier of one (1) year after such employee terminates employment with Albireo or within one (1) year after termination of this Agreement. Customer also acknowledges that its breach of the obligations set forth in this section would irreparably harm Albireo's business and leave Albireo without an adequate remedy at law, and that Albireo would be entitled to injunctive relief to enforce the terms of this section. This provision shall survive termination of this Agreement.
- Except for Emergency Support, all work will be performed during normal, non-holiday working hours; Monday through Friday, 7:00 AM – 4:00 PM.



Contract Acceptance & Signature Page:

Service Agreement #:

Service Location(s): 1000 Mustang Drive, Shenandoah, IA 51601

Billing Address: 304 W Nishna Rd., Shenandoah, IA 51601

Price Summary:

1-Year Agreement	Term - Start Date	Term - End Date	Annual Amount
Year 1	6/1/2025	5/31/2026	\$5,358.15

5-Year Agreement	Term - Start Date	Term - End Date	Annual Amount
Year 1	6/1/2025	5/31/2026	\$5,103.00
Year 2	6/1/2026	5/31/2027	\$5,358.15
Year 3	6/1/2027	5/31/2028	\$5,626.06
Year 4	6/1/2028	5/31/2029	\$5,907.36
Year 5	6/1/2029	5/31/2030	\$6,202.73

Approved Term: ☐ 1-Year Agreement ☐ 5-Year Agreement

Billing Cycle: ☐ Annual ☐ Semi-Annual ☐ Quarterly

The amount reflected in the above table includes all applicable taxes. A valid tax-exempt certificate must be provided to AE if taxes are not to be applied.

Invoices will be sent to the Customer in the period prior to scheduled service. Payment is due prior to services rendered.

This proposal is hereby accepted, and AE is authorized to proceed based on the Scope of described within this proposal along with the Terms and Conditions at the end of this document. Any comments or changes will be effective only upon specific written acceptance by AE.

Accepted by:

Alex Dailey, Facility Manager
Shenandoah Community Schools

Approved for Albireo Energy by:

Dustin Griffith
General Manager

Signature

Date

Signature

Date

This proposal is valid for 30 days and supersedes any prior proposals for this scope of work.



Appendix

List of Covered Systems & Equipment (See Section: System Performance Services – Paragraph 2)

Controlled Systems	Qty	Systematic PM Frequency	Total Control Loop Qty

List of Covered Systems & Equipment (See Section: System Performance Services – Paragraph 4)

BAS Components	Qty	Model #	Description	Firmware Ver.

List of Included Operator Training (See Section: Operator Coaching & Support – Paragraph 2)

Training Description	Students	Location	Date(s)

List of CALM™ Points Coverage (See Section: Intelligent Services – Paragraph 1)

Building	Point Description	Quantity

Terms and Conditions

By accepting this proposal, the Customer agrees to the following Terms and Conditions
Albireo Energy, LLC. hereafter referred to as AE

1. TERM AND TERMINATION

- A. This Agreement will commence on the effective date and continue for an initial period and is non-cancelable. Either party may terminate this Agreement at the end of the initial term by giving the other party no less than sixty (60) days written notice, via certified mail or email, prior to the expiration date of the then current term of the Agreement. This Agreement may be terminated by AE upon sixty (60) days prior written notice to Customer. This Agreement will automatically renew if notice of termination is not provided. This Agreement is subject to a price adjustment on an annual basis in accordance with the effective date of the agreement. Notice of the price adjustment will be provided prior to the renewal of the Agreement.
- B. If a party materially breaches the Agreement, the other party shall provide written notice of the breach and a reasonable time under the circumstances to cure the breach, but in no event less than a thirty (30) days cure period. If the breaching party fails to cure the breach within the specified time period, the non-breaching party may terminate the Agreement upon fifteen (15) days written notice to the other party.

2. **SCOPE OF WORK:** This proposal is based upon the use of straight time labor only, unless otherwise stated in this contract. AE will perform the contracted work and services with trained, experienced, and qualified personnel in accordance with the customary standard of the industry. Plastering, patching, and painting are excluded. Customer agrees to provide AE with required field utilities (electricity, toilets, drinking water, project hoist, elevator service, etc.) without charge. AE agrees to keep the job site clean of debris arising out of its own operations. Customer shall not charge or back charge AE for any costs or expenses without AE's written consent. Unless specifically noted in the statement of the scope of work or services undertaken by AE under this agreement, AE's obligations under this agreement expressly exclude any work or service of any nature associated or connected with the identification, abatement, clean up, control, removal, or disposal of environmental Hazards, Hazardous Material, or dangerous substances, to include but not be limited to asbestos or PCBs, discovered in or on the premises. Any language or provision of the agreement elsewhere contained which may authorize or empower the Customer to change, modify, or alter the scope of work or services to be performed by AE shall not operate to compel AE to perform any work relating to Hazards or Hazardous Material without AE's express written consent. Services performed at Customer's direction outside of the scope of this proposal will be billed at AE's prevailing rates.
3. **REMOTE CONNECTIVITY:** Customer grants AE the right to remotely connect (via internet or other agreed upon means) to HVAC equipment or other building systems of the Customer, and to diagnose and remotely make repairs at Customer's request. The Intelligent Services, Customer's building automation system (BAS) and or HVAC equipment to view, extract, or otherwise collect and retain data from the BAS, including any reports and other information AE provides, are only intended to provide operational assessments and recommendations.
4. **ELECTRONIC MONITORING:** Any electronic monitoring AE performs is undertaken solely to enable AE to collect the data and perform any analysis included in AE's Services. Customer agrees that AE is not liable for inability to perform and/or losses that may occur in cases of malfunction or nonfunctioning of communications equipment, HVAC and other equipment, the energy management system, failure to identify equipment or system performance issues, failure to recommend corrective action, or otherwise related to the monitoring of Customer's equipment and building systems.
5. **DATA COLLECTED:** Data that is collected by AE shall be used for the purposes of monitoring and diagnosing the performance of designated building systems and compiling trends and reports of said systems. AE shall not use or publish such data in any way that identifies Customer as the source of that data without Customer's prior written consent. The data AE will collect from Customer will not include any personal or individual information. Upon Customer's written request, AE will endeavor to provide an electronic copy of data collected from Customer, subject to availability.
6. **DATA PRIVACY AND SECURITY:** AE has implemented various security measures for the purpose of protecting Customer's data against accidental or unlawful access, unauthorized disclosure, loss, destruction, and alteration. Customer is responsible for maintaining the confidentiality of Customer's username(s) and password(s). Customer is responsible for all uses of Customer's password(s), whether or not authorized by Customer. Customer must inform AE immediately of any unauthorized use of Customer's username(s) or password(s). Transmission of data over the Internet by its nature entails the use of systems under the control of third parties, and as a result AE cannot ensure total control of the security of such systems. AE will take commercially reasonable efforts to ensure that data and other configuration parameters are not visible or accessed by other customers. Customer acknowledges that the very nature of communication via the Internet restricts AE from offering any guarantee of the privacy or confidentiality of information relating to Customer passing over the Internet. In gaining access via the Internet, Customer also acknowledges and accepts that electronic communication may not be free from interference by unauthorized persons and may not remain confidential. Customer therefore accepts that access and storage of data is at Customer's own risk. AE will notify Customer of any breach in security of which AE become aware. Any breach in privacy of which Customer become aware should be reported by Customer to AE immediately. AE does not disclose Customer's information to third parties for their marketing purposes, but AE does use third party software and services to assist AE with collecting and analyzing information. AE may also disclose Customer's information if required to do so by law, in which case, Company will inform Customer of such disclosure.
7. **DISCOVERY PERIOD:** In the event that AE determines, during the first thirty (30) days of any Service Agreement or upon seasonal start-up (discovery period) that any equipment covered under this Agreement in need of repair and/or replacement, AE shall inform Customer of the equipment condition and remedy. AE shall not be responsible for the present or future repair and/or replacement or operability of any specific equipment; until such time as the equipment is brought up to an acceptable condition or the Customer removes the unacceptable system(s), component(s), or part(s) from this contract.
8. **INVOICING AND PAYMENTS:** Invoices are due and payable within 30 days of date of invoice. AE reserves the right to charge interest at the rate of 1.5% per month, or the maximum rate permitted by applicable law, for any and all amount due and owing beyond 30 days of invoicing.

- Payments shall be made in monthly, quarterly, or yearly installments as stated in contract, due and payable in advance of services being rendered. Customer will reimburse AE for all costs of collection, including without limitation court costs and reasonable attorneys' fees.
9. **SUSPENSION OF SERVICE:** If Customer fails to pay any invoice within the specified payment terms or if Customer breaches any material provision of the Agreement, AE may stop work or suspend its services under this Agreement and/or other contracts with the Customer until all invoices are current or Customer cures the breach. Any requests for service during the period of suspension of service or repairs necessitated by the lack of maintenance by the Customer will be invoiced by AE and paid separately by Customer. If Customer fails to make timely payment, any indemnity provided by AE under the Agreement is null and void as to any damages that arise during the suspension period for non-payment. Customer waives all claims against AE arising from or related to suspension of service pursuant to this provision.
 10. **OBSOLESCENCE:** If the materials or equipment included in this proposal become temporarily or permanently unavailable for reasons outside the control of, and without the fault of, AE, then in the case of such temporary unavailability, the time for performance of the work shall be extended to the extent thereof, and in the case of permanent unavailability, AE shall be excused from furnishing said materials or equipment, but shall remain responsible for furnishing a substitute acceptable to Customer at AE's expense, and shall be reimbursed for the difference between the price for the materials or equipment currently unavailable and its cost for the substitute. If installing the substitute requires modifications or additions to the existing system then AE shall be reimbursed for the associated costs.
 11. **WARRANTY:** AE warrants that for equipment it furnishes and/or installs, AE will extend the same warranty terms and conditions that AE receives from the manufacturer of said equipment. For equipment installed by AE, if Customer provides written notice to AE of any defect within thirty (30) days after the appearance or discovery of such defect, AE shall, at its option, repair or replace the defective equipment. For equipment not installed by AE, if Customer returns the defective equipment to AE within thirty (30) days after appearance or discovery of such defect, AE shall, at its option, repair or replace the defective equipment and return said equipment to Customer. All transportation charges incurred in connection with the warranty for equipment not installed by AE shall be borne by Customer. These warranties do not extend to any equipment which has been repaired by others, abused, altered, or misused, or which has not been properly and reasonably maintained. Repair or replacement of equipment parts or components is limited to restoring working condition. AE shall not be obligated to provide replacement equipment that provides significant betterment or improvement to the system initially installed. AE shall not be responsible for repairs, replacement, or services required due to negligence, abuse, misuse, improper repairs or modifications, lack of operator maintenance or other issues beyond our control. THESE WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THOSE OF MERCHANTABILITY AND FITNESS FOR A SPECIFIC PURPOSE.
 12. **INSURANCE AND INDEMNIFICATION:** AE will provide its standard certificate of insurance. To the extent permitted by law, each party will indemnify, defend, and hold the other party harmless from and against any and all claims, demands, actions, suits, proceedings, judgments, damages, loss, liabilities, costs, or expenses, including without limitation court costs and reasonable attorney's fees, arising from, or related to the indemnifying party's sole negligence or willful misconduct in performance of the Agreement. Each party is responsible for its share of any comparative or contributory negligence without indemnity by the other party. Each party's indemnity obligations are expressly conditioned on the indemnified party: (i) giving the indemnifying party prompt written notice of each claim; (ii) promptly tendering to the indemnifying party the defense or settlement of each claim; and (iii) cooperating with the indemnifying party at the indemnified party's expense in defending or settling each claim. If an indemnified party does not comply strictly with the terms of this provision, the indemnifying party's indemnity obligations will become null and void and will not be considered in interpreting the Agreement.
 13. **LIMITATION OF LIABILITY:**
 - A. Notwithstanding anything to the contrary in this Agreement, AE's total liability to Customer under the Agreement is limited to the total amount paid by Customer to AE during the calendar year in which the liability occurred.
 - B. In no event will either party be liable to the other party for indirect, incidental, consequential, special, exemplary, or punitive damages of any kind or nature arising from or related to the services, equipment, material furnished, or performance of the Agreement, including without limitation loss of profits, loss or inaccuracy of data, or loss of use damages, even if the party has been advised of the possibility of such damages and even if under applicable law such damages would not be considered for indirect, incidental, punitive, special, or consequential damages. Each party hereby waives its rights to such damages to the fullest extent permitted by applicable law.
 - C. AE's liability with respect to the products, materials and equipment sold hereunder shall be limited to the warranty provided in section 9 hereof and shall not exceed the cost of repairing or replacing defective products.
 - D. This agreement does not include responsibility for design of the system (unless specifically included), obsolescence, electrical power failures, low voltage, burned-out main or branch fuses, low water pressure, vandalism, misuse, or abuse of the system(s) by others (including the Customer), negligence of the system by others (including the Customer), failure of the Customer to properly operate the system(s), or other causes beyond the control of AE.
 - E. If there is any litigation between the parties with respect to this Agreement or the subject matter hereof, the prevailing party in such litigation shall be entitled to collect all of its costs and expenses in such litigation, including reasonable attorney's fees and court costs, from the other party.
 14. **ASSIGNMENT:** Either party may assign the Agreement to a third party upon thirty (30) days prior written notice to the other party subject to the terms of this provision. If Customer transfers ownership of the premises or the operation or management of the premises on which such equipment is located to a new owner, operating, or managing company, Customer will promptly provide AE with the contact information of the new owner, operating or managing company, and take all such actions as are necessary to assign the Agreement to the new owner, operating or managing company. Customer will promptly provide AE with a copy of such assignment. Should the new owner, operating or managing company fail to assume this Agreement, Customer shall remain liable for all unpaid amounts, including those owed for the balance of the current unexpired term of this Agreement.
 15. **TAXES:** The price of this proposal does not include duties, sales, use, excise, or other similar taxes, unless required by federal, state, or local law. Customer shall pay, in addition to the stated price; all taxes not legally required to be paid by AE or, alternatively, shall provide AE with acceptable tax exemption certificates. AE shall provide Customer with any tax payment certificate upon request and after completion and acceptance of the work.

16. **FORCE MAJEURE, DELAYS AND DISRUPTIONS:** AE shall not be liable for any delays or disruptions in the performance of the work, services or delivery of equipment and materials, or for any loss, damage, claim, disruption or delay due to any cause beyond AE's control, including, but not limited to, acts of domestic or foreign government (including a change in law), terrorism, riots, civil commotion, war, malicious mischief, cyber-attacks, infectious diseases, epidemic, pandemic, quarantine, border or port of entry and exit restrictions or acts of God, strikes, lockouts, labor disputes or disturbances, work interruption, flood or other water damage, conditions of the premises, acts or omissions of the Customer, other Contractors, or Owner of the property of which the work is performed, delays caused by others, fire, explosion, theft, or inclement weather. In the event of such delays or disruptions, AE shall be entitled to an extension in time equal to the length of such delay affecting AE and an equitable adjustment in the Prices and contract amount. In no event shall AE be liable for business interruption losses, or consequential or speculative damages.
17. **PROPERTY RIGHTS:**
 - A. AE will provide Customer with any information or materials that it provides generally to all its customers in the ordinary course of its business. Any tools, devices, or other equipment that AE uses to perform its services or monitor the Equipment remains the sole property of AE. If this Agreement terminates or expires for any reason, Customer will give AE access to the premises to remove such equipment at AE's expense.
 - B. AE retains all rights, title, and interest, including all intellectual property rights, in and to the written materials it provides to Customer or uses to perform its services, including without limitation shop drawings, technical documentation, and user manuals, and to any software provided with the equipment. Customer will not use such software except in connection with the use and operation of the Equipment. Customer will not reverse engineer or otherwise attempt to obtain the source code of any software in object code form.
18. **OCCUPATIONAL SAFETY AND HEALTH:** The Parties hereto agree to notify each other immediately upon becoming aware of an inspection under, or any alleged violation of, the Occupational Safety and Health Act relating in any way to the project or project site.
19. **CHANGES:** No change or modification of any of the terms and conditions stated herein shall be binding upon AE unless accepted by AE in writing.
20. **EMERGENCY SERVICE WORK:** If emergency service is performed at the Customer's request and AE's inspection reveals a defect for which AE is not liable under this agreement, the emergency service call will be billed to Customer at AE's prevailing time and material rate.
21. **AGREEMENT NOT TO HIRE.** Customer acknowledges that AE's employees are essential to its business of providing skilled services and are familiar with AE's operating and proprietary procedures. Therefore, Customer agrees to not, without AE's prior written consent, solicit for employment, hire, make any agreement with, or permit the employment (including employment by any successor contractor) in any facility owned or controlled by Customer, of any person who is or has been an AE employee within the earlier of one (1) year after such employee terminates employment with AE or within one (1) year after termination of this Agreement. Customer also acknowledges that its breach of the obligations set forth in this section would irreparably harm AE's business and leave AE without an adequate remedy at law, and that AE would be entitled to injunctive relief to enforce the terms of this section. This provision shall survive termination of this Agreement.
22. **CUSTOMER RESPONSIBILITIES:** Customer is responsible to promptly notify AE of unusual operating conditions, provide reasonable access to equipment being serviced, for removal and replacement of ceilings, enclosures, or tenant's property required to gain access to the equipment being serviced.
23. **DISPUTES** This agreement shall be construed in accordance with State law and any dispute shall be venued in the local county.
24. **U.S. GOVERNMENT PROJECTS:** If the product(s) or service(s) provided under this Agreement are for end use by a federal, state or local government Customer, AE makes no representations, certifications or warranties whatsoever with respect to the ability of its product(s), service(s) or price(s) to satisfy any applicable federal, state or local statutes or regulations, including without limitation the Federal Acquisition Regulation ("FAR"). Further, in such case, AE shall not be responsible or liable to perform or provide product(s), service(s) or price(s) to satisfy any applicable federal, state or local statutes or regulations, including without limitation the FAR.
25. **MISCELLANEOUS:** The Agreement, including any attachments, supersedes all prior written or oral negotiations, commitments, agreements, and understandings between the parties relating to the subject thereof, and constitutes the entire agreement between the parties with respect to the subject matter hereof. The Agreement is not effective until signed by AE's authorized representative or until AE commences work under the Agreement. The Terms and Conditions set forth herein shall prevail over and supersede any terms and conditions contained in any documents provided by Customer. Notwithstanding anything to the contrary in this Agreement, if Customer causes or permits AE to commence performance of services, Customer accepts the terms and conditions of this Agreement. The Agreement may not be modified, amended, canceled, or altered by custom and usage of trade or course of dealing. Any section headings are for convenience only and will not in any way limit the scope or affect the interpretation of any provision of the Agreement. In the event any part of the Agreement is determined to be invalid or non-enforceable, the remaining part or provisions will continue in full force and effect. Failure or delay by a party to exercise any right, remedy, power, or privilege accorded by the Agreement does not constitute a waiver of such right, remedy, power, or privilege. A waiver is effective only if in writing and signed by the waiving party. A written waiver of default will not operate as a waiver of any other default or of the same default in the future. The terms and conditions of the Agreement that by their sense and context are intended to survive expiration or termination of the Agreement will so survive, including without limitation the making of all payments hereunder.



Building Automation System Service and Support Agreement

**Shenandoah Community Schools
K-8**

**601 Dr. Creighton Circle
Shenandoah, IA 51601**

Presented by:

Chad Blacketer

**402-681-2590
cblacketer@albireoenergy.com
402-571-9454**



May 12, 2025

Alex Dailey
Shenandoah Community Schools

RE: Service and Support Agreement

Dear Alex Dailey,

Thank you for the opportunity to present our Service and Support Agreement (SSA) for the Albireo Energy (AE) Building Automation System (BAS) installed at the K-8. Our services will preserve the operational integrity of the system and assure the prompt repair of any detected malfunction of the BAS's hardware or software components.

Attached is our SSA, which details all the services included in this agreement. We are confident in our ability to ensure the reliable operation of this system and look forward to continuing to support you and your team. If you have any questions, or require any additional information, please feel free to contact me.

The entire Albireo Energy Service Team thanks you for the opportunity to serve you.

Sincerely,

Chad Blacketer
Account Manager

cblacketer@albireoenergy.com
m. (402) 681-2590 o. (402) 571-9454
www.AlbireoEnergy.com



Services To Be Provided

Operator Coaching & Support:

Operator Coaching

☐ Included ☒ Not Included

Through our individual Operator Coaching, we will review and reinforce learned skills, leading to greater utilization of your Building Automation System (BAS). During each normally scheduled agreement visit Albireo Energy (AE) will provide [Insert Hours Here] hours of coaching to your facility staff. Our system experts will assist your operators in identifying, verifying, and resolving problems found in executing tasks with your BAS. During the coaching sessions, we can address logbook issues, assist your operators in becoming more self-sufficient, and tailor control system applications to the needs of your facility and to your operators' specific job responsibilities.

Operator Training

☐ Included ☒ Not Included

Operator Training ensures that your staff maintains and expands their knowledge of how to operate your BAS. As part of your Service and Support Agreement we will provide the training services detailed in the Appendix.

System Performance Services:

Network Analysis & Optimization

☐ Included ☒ Not Included

AE ensures reliable and optimized communication throughout your BAS's communication network. You will have higher data network up-time; and when infrequent problems do occur, you will benefit from faster problem resolution. Using our family of network analysis and diagnostic tools we will analyze all aspects of the BAS communication network and address and/or notify you (in the event of problems outside our control) of any problems which negatively impact network performance. Following each [Insert Frequency Here] evaluation, we will meet with you to review a written pre/post-performance report which will document our findings and any actions we took.

Systematic Preventative Maintenance

☐ Included ☒ Not Included

Automation controls can drift out of calibration with changes in mechanical component performance characteristics, building use, and climate conditions. We provide Preventive Maintenance (PM) in accordance with a program of standard maintenance routines as determined by our experience, equipment application and location. Through this service we improve comfort, extend equipment life, reduce energy waste and the risk of costly and disruptive breakdowns, associated deliverables are listed in the Appendix.

Control Loop Analysis & Optimization

☐ Included ☐ Not Included

Control loops, by their nature, drift out of calibration with changes in mechanical efficiency, building use, and climate conditions. Through this service we ensure the control loops, throughout your BAS, experience minimized hunting and overshooting. Benefits include lower energy consumption through more efficient equipment usage, and a more comfortable environment.

Software and Firmware Updates

☒ Included ☐ Not Included

Through this service, you will have access to updated software and firmware. Benefits include improved building operation, while extending the life of your BAS investment. Annual software and documentation updates to your existing system will be provided. This service includes all "dot" releases such as version x.5 to x.6, not major version



releases such as version 5.0 to 6.0, or any hardware changes which are required to support the new software or firmware.

Application Consulting & Implementation

☐ Included ☒ Not Included

To ensure your BAS meets your changing needs, we will conduct on-site reviews of applications being used to operate your facility. Our review will include an analysis of the BAS as well as all applicable facility control strategies and technologies. We will combine these reviews with a written report of our findings and recommendations to be presented during an in-person debriefing. This may include recommendations on implementing or re-enabling energy management or new control strategies, including returning manual to automatic mode as appropriate, and making recommendations to add/modify applications, sensors, points, panels and/or software where needed to improve building operation and performance.

Protection & Recovery Services:

System Backup & Restoration

☒ Included ☐ Not Included

On a by annual basis, AE will back up the BAS system including database, programs, graphics, and workstations/servers. One copy of the backup will be stored on-site, and a second copy will be stored at AE's local office. In the event of a system failure, we will restore the BAS System using the most current backup available. Restoration services are dependent on the conditions of the associated hardware and network. Additional billable services may be required to address any failed hardware, computer, or networking components.

Emergency Support – Remote

☒ Included ☐ Not Included

Remote support allows our service department or on call technician to access your system to perform remote troubleshooting and problem resolution. Often our service team can resolve issues without the need to wait for an on-site visit. Response time will be within (2) hours of the service request. If the on-call technician cannot identify or solve the problem remotely, we will schedule an on-site service visit. To facilitate Remote Support, the Customer will provide AE access to a customer maintained external data connection to the network on which the BAS resides. The actual time spent providing remote support will be charged in accordance with the Billable Rates shown below.

Emergency Support - On-site

☐ Included ☒ Not Included

On-site support will be provided as required for service calls after standard business hours including weekends and holidays. Response time is guaranteed to be within [Insert Time Here] hours. Non-emergency calls, as determined by your staff and AE, will be scheduled at a mutually agreed upon time. The actual time spent providing On-site support will be charged in accordance with the Billable Rates shown below.

Material Repair or Replacement

☐ Included ☒ Not Included

AE will provide the labor and material required to restore normal operation for all components listed in the Appendix. This includes troubleshooting and diagnosing the source of operational problems, as well as the repair or replacement (if required) of failed components. Affected equipment is guaranteed to be restored to normal service within two (2) business days. For components not listed in the Appendix as covered for this service, labor for repair and/or replacement will be billed in accordance with our current agreement. This coverage does not apply to equipment, which is damaged due to misuse, vandalism, or acts of God. This coverage does not apply to HVAC or other controlled systems.



****Note:** Emergency calls made by the Customer that do not require repairs on control equipment or programs, i.e., failed fan motor or power failure are considered billable visits. Labor is not included for Acts of God, fire, vandalism, terrorism, war, or other Customer events covered by Customer's insurance.

Intelligent Services:



☐ Included ☐ Not Included

Critical Alarm Messenger (CALM) is an IoT-enabled, 24x7 notification and escalation service that will tell you when there's an issue with your most critical building systems. It's an essential part of a single building and campus-wide continuity plan.

Through this service the CALM high availability cloud alarm server and email server, changes to alarm distribution lists, escalation procedures, and time delays between email notifications will be managed. The CALM web site will provide Customer access to alarm history and notification tracking on an individual and portfolio of buildings. Alarms will be sent via email, text, and/or phone requiring acknowledgement by facility staff, or the alarm will be escalated to the next individual on the notification tree. Our reporting platform provides a history of alarms and notification tracking, with analytics that our team will use to address patterns with your most frequent alarms.

The CALM service provides continuous monitoring of building communications with notification to the AE service team of a loss of service. We will provide cellular or broadband service to your system when not provided through the Remote Support Service. The creation, programming or setting up of the initial Remote Alarm Notification application is separate from these services. The critical points to be monitored are those listed in this agreement.

Energy Services:

Annual Energy Star Benchmark

☐ Included ☐ Not Included

AE will analyze the most recent 12 months of utility bills (electric, natural gas, oil, steam, etc.), provided by the Customer, and create an Energy Star Portfolio Manager account for the Customer. Our energy engineering team will present results of the benchmark.

Preliminary Schedule

Below is a preliminary schedule of AE's onsite visits associated with this SSA.

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
PM												
Database Backup	1	1	1									



Agreement Details

Albireo Energy Service Team:

AE has assembled a specialized team to provide you with industry-leading building services. Our service team will work with you to help you derive the highest value from your BAS investment, and to assist you in reducing your energy and operating costs, while maintaining the highest levels of occupant comfort and productivity, safety, and system uptime.

Albireo Energy Contact Information:

For all Service Requests 24/7 x 365: (402) 571-9454

Email **Non-Critical** service requests to: ServiceOmaha@AlbireoEnergy.com

Although you may develop strong relationships with our staff, including cell phones and email addresses, please ***always use the Service Request phone number or email*** in lieu of directly contacting our technicians to allow our automated response and tracking system to deliver the best possible service.

Albireo Energy Service Labor Rates:

<u>Labor Type</u>	<u>Current Rate (2025)*</u>	<u>Discount</u>	<u>Extended</u>
Standard Rate	\$170	10%	\$153
Overtime Rate	\$255	10%	\$229
Holiday Rate	\$340	10%	\$306

Minimum Charges

- There will be a minimum 4-hour charge at T&M rates above for non-scheduled on-site service work.
- There will be a minimum 2-hour charge at T&M rates above for non-scheduled phone support.

Expense Charges & Mileage:

- Mileage Calculation is based on roundtrip from AE's Omaha office to Customer site and will be charged at \$0.75 per mile for any customer sites that extend beyond (60) miles from the AE office.
- Per Diem Charge for work outside AE service area requiring local lodging and meals will be agreed upon with Customer before dispatching. Travel to locations other than by automobile at rates above will be actual charges (+) 10% overhead.

Travel Time:

- Travel to / from jobsite in excess of (1) hour will be billed at the rates shown above.



Assumptions and Clarifications:

This proposal is based on the following assumptions and clarifications:

- Customer will provide and maintain a means by which Albireo Energy staff will be able to remotely access and operate the BAS.
- There is no requirement for formalized training (one-time or ongoing) required before Albireo's staff will be allowed to work on site.
- There are no SOPs or other site-specific requirements which will impact the time it takes to perform the tasks described herein.
- All Systematic Preventive Maintenance will be performed on operating systems without disrupting normal system performance.
- Customer acknowledges that Albireo's employees are essential to its business of providing skilled services and are familiar with Albireo's operating and proprietary procedures. Therefore, Customer agrees to not, without Albireo's prior written consent, solicit for employment, hire, make any agreement with, or permit the employment (including employment by any successor contractor) in any facility owned or controlled by Customer, of any person who is or has been an Albireo employee within the earlier of one (1) year after such employee terminates employment with Albireo or within one (1) year after termination of this Agreement. Customer also acknowledges that its breach of the obligations set forth in this section would irreparably harm Albireo's business and leave Albireo without an adequate remedy at law, and that Albireo would be entitled to injunctive relief to enforce the terms of this section. This provision shall survive termination of this Agreement.
- Except for Emergency Support, all work will be performed during normal, non-holiday working hours; Monday through Friday, 7:00 AM – 4:00 PM.



Contract Acceptance & Signature Page:

Service Agreement #:

Service Location(s): 601 Dr. Creighton Circle, Shenandoah, IA 51601

Billing Address: 304 W Nishna Rd, Shenandoah, IA 51601

Price Summary:

1-Year Agreement	Term - Start Date	Term - End Date	Annual Amount
Year 1	6/1/2025	5/31/2026	\$4,839.45

5-Year Agreement	Term - Start Date	Term - End Date	Annual Amount
Year 1	6/1/2025	5/31/2026	\$4,609.00
Year 2	6/1/2026	5/31/2027	\$4,839.45
Year 3	6/1/2027	5/31/2028	\$5,081.42
Year 4	6/1/2028	5/31/2029	\$5,335.49
Year 5	6/1/2029	5/31/2030	\$5,602.27

Approved Term: ☐ 1-Year Agreement ☐ 5-Year Agreement

Billing Cycle: ☐ Annual ☐ Semi-Annual ☐ Quarterly

The amount reflected in the above table includes all applicable taxes. A valid tax-exempt certificate must be provided to AE if taxes are not to be applied.

Invoices will be sent to the Customer in the period prior to scheduled service. Payment is due prior to services rendered.

This proposal is hereby accepted, and AE is authorized to proceed based on the Scope of described within this proposal along with the Terms and Conditions at the end of this document. Any comments or changes will be effective only upon specific written acceptance by AE.

Accepted by:

Alex Daily, Facility Manager
Shenandoah Community Schools

Approved for Albireo Energy by:

Dustin Griffith
General Manager

Signature

Date

Signature

Date

This proposal is valid for 30 days and supersedes any prior proposals for this scope of work.

Appendix

List of Covered Systems & Equipment (See Section: System Performance Services – Paragraph 2)

Controlled Systems	Qty	Systematic PM Frequency	Total Control Loop Qty

List of Covered Systems & Equipment (See Section: System Performance Services – Paragraph 4)

BAS Components	Qty	Model #	Description	Firmware Ver.

List of Included Operator Training (See Section: Operator Coaching & Support – Paragraph 2)

Training Description	Students	Location	Date(s)

List of CALM™ Points Coverage (See Section: Intelligent Services – Paragraph 1)

Building	Point Description	Quantity



Terms and Conditions

By accepting this proposal, the Customer agrees to the following Terms and Conditions

Albireo Energy, LLC. hereafter referred to as AE

1. TERM AND TERMINATION

- A. This Agreement will commence on the effective date and continue for an initial period and is non-cancelable. Either party may terminate this Agreement at the end of the initial term by giving the other party no less than sixty (60) days written notice, via certified mail or email, prior to the expiration date of the then current term of the Agreement. This Agreement may be terminated by AE upon sixty (60) days prior written notice to Customer. This Agreement will automatically renew if notice of termination is not provided. This Agreement is subject to a price adjustment on an annual basis in accordance with the effective date of the agreement. Notice of the price adjustment will be provided prior to the renewal of the Agreement.
- B. If a party materially breaches the Agreement, the other party shall provide written notice of the breach and a reasonable time under the circumstances to cure the breach, but in no event less than a thirty (30) days cure period. If the breaching party fails to cure the breach within the specified time period, the non-breaching party may terminate the Agreement upon fifteen (15) days written notice to the other party.

2. **SCOPE OF WORK:** This proposal is based upon the use of straight time labor only, unless otherwise stated in this contract. AE will perform the contracted work and services with trained, experienced, and qualified personnel in accordance with the customary standard of the industry. Plastering, patching, and painting are excluded. Customer agrees to provide AE with required field utilities (electricity, toilets, drinking water, project hoist, elevator service, etc.) without charge. AE agrees to keep the job site clean of debris arising out of its own operations. Customer shall not charge or back charge AE for any costs or expenses without AE's written consent. Unless specifically noted in the statement of the scope of work or services undertaken by AE under this agreement, AE's obligations under this agreement expressly exclude any work or service of any nature associated or connected with the identification, abatement, clean up, control, removal, or disposal of environmental Hazards, Hazardous Material, or dangerous substances, to include but not be limited to asbestos or PCBs, discovered in or on the premises. Any language or provision of the agreement elsewhere contained which may authorize or empower the Customer to change, modify, or alter the scope of work or services to be performed by AE shall not operate to compel AE to perform any work relating to Hazards or Hazardous Material without AE's express written consent. Services performed at Customer's direction outside of the scope of this proposal will be billed at AE's prevailing rates.
3. **REMOTE CONNECTIVITY:** Customer grants AE the right to remotely connect (via internet or other agreed upon means) to HVAC equipment or other building systems of the Customer, and to diagnose and remotely make repairs at Customer's request. The Intelligent Services, Customer's building automation system (BAS) and or HVAC equipment to view, extract, or otherwise collect and retain data from the BAS, including any reports and other information AE provides, are only intended to provide operational assessments and recommendations.
4. **ELECTRONIC MONITORING:** Any electronic monitoring AE performs is undertaken solely to enable AE to collect the data and perform any analysis included in AE's Services. Customer agrees that AE is not liable for inability to perform and/or losses that may occur in cases of malfunction or nonfunctioning of communications equipment, HVAC and other equipment, the energy management system, failure to identify equipment or system performance issues, failure to recommend corrective action, or otherwise related to the monitoring of Customer's equipment and building systems.
5. **DATA COLLECTED:** Data that is collected by AE shall be used for the purposes of monitoring and diagnosing the performance of designated building systems and compiling trends and reports of said systems. AE shall not use or publish such data in any way that identifies Customer as the source of that data without Customer's prior written consent. The data AE will collect from Customer will not include any personal or individual information. Upon Customer's written request, AE will endeavor to provide an electronic copy of data collected from Customer, subject to availability.
6. **DATA PRIVACY AND SECURITY:** AE has implemented various security measures for the purpose of protecting Customer's data against accidental or unlawful access, unauthorized disclosure, loss, destruction, and alteration. Customer is responsible for maintaining the confidentiality of Customer's username(s) and password(s). Customer is responsible for all uses of Customer's password(s), whether or not authorized by Customer. Customer must inform AE immediately of any unauthorized use of Customer's username(s) or password(s). Transmission of data over the Internet by its nature entails the use of systems under the control of third parties, and as a result AE cannot ensure total control of the security of such systems. AE will take commercially reasonable efforts to ensure that data and other configuration parameters are not visible or accessed by other customers. Customer acknowledges that the very nature of communication via the Internet restricts AE from offering any guarantee of the privacy or confidentiality of information relating to Customer passing over the Internet. In gaining access via the Internet, Customer also acknowledges and accepts that electronic communication may not be free from interference by unauthorized persons and may not remain confidential. Customer therefore accepts that access and storage of data is at Customer's own risk. AE will notify Customer of any breach in security of which AE become aware. Any breach in privacy of which Customer become aware should be reported by Customer to AE immediately. AE does not disclose Customer's information to third parties for their marketing purposes, but AE does use third party software and services to assist AE with collecting and analyzing information. AE may also disclose Customer's information if required to do so by law, in which case, Company will inform Customer of such disclosure.
7. **DISCOVERY PERIOD:** In the event that AE determines, during the first thirty (30) days of any Service Agreement or upon seasonal start-up (discovery period) that any equipment covered under this Agreement in need of repair and/or replacement, AE shall inform Customer of the equipment condition and remedy. AE shall not be responsible for the present or future repair and/or replacement or operability of any specific equipment; until such time as the equipment is brought up to an acceptable condition or the Customer removes the unacceptable system(s), component(s), or part(s) from this contract.
8. **INVOICING AND PAYMENTS:** Invoices are due and payable within 30 days of date of invoice. AE reserves the right to charge interest at the rate of 1.5% per month, or the maximum rate permitted by applicable law, for any and all amount due and owing beyond 30 days of invoicing.

Payments shall be made in monthly, quarterly, or yearly installments as stated in contract, due and payable in advance of services being rendered. Customer will reimburse AE for all costs of collection, including without limitation court costs and reasonable attorneys' fees.

9. **SUSPENSION OF SERVICE:** If Customer fails to pay any invoice within the specified payment terms or if Customer breaches any material provision of the Agreement, AE may stop work or suspend its services under this Agreement and/or other contracts with the Customer until all invoices are current or Customer cures the breach. Any requests for service during the period of suspension of service or repairs necessitated by the lack of maintenance by the Customer will be invoiced by AE and paid separately by Customer. If Customer fails to make timely payment, any indemnity provided by AE under the Agreement is null and void as to any damages that arise during the suspension period for non-payment. Customer waives all claims against AE arising from or related to suspension of service pursuant to this provision.
10. **OBSELESCENCE:** If the materials or equipment included in this proposal become temporarily or permanently unavailable for reasons outside the control of, and without the fault of, AE, then in the case of such temporary unavailability, the time for performance of the work shall be extended to the extent thereof, and in the case of permanent unavailability, AE shall be excused from furnishing said materials or equipment, but shall remain responsible for furnishing a substitute acceptable to Customer at AE's expense, and shall be reimbursed for the difference between the price for the materials or equipment currently unavailable and its cost for the substitute. If installing the substitute requires modifications or additions to the existing system then AE shall be reimbursed for the associated costs.
11. **WARRANTY:** AE warrants that for equipment it furnishes and/or installs, AE will extend the same warranty terms and conditions that AE receives from the manufacturer of said equipment. For equipment installed by AE, if Customer provides written notice to AE of any defect within thirty (30) days after the appearance or discovery of such defect, AE shall, at its option, repair or replace the defective equipment. For equipment not installed by AE, if Customer returns the defective equipment to AE within thirty (30) days after appearance or discovery of such defect, AE shall, at its option, repair or replace the defective equipment and return said equipment to Customer. All transportation charges incurred in connection with the warranty for equipment not installed by AE shall be borne by Customer. These warranties do not extend to any equipment which has been repaired by others, abused, altered, or misused, or which has not been properly and reasonably maintained. Repair or replacement of equipment parts or components is limited to restoring working condition. AE shall not be obligated to provide replacement equipment that provides significant betterment or improvement to the system initially installed. AE shall not be responsible for repairs, replacement, or services required due to negligence, abuse, misuse, improper repairs or modifications, lack of operator maintenance or other issues beyond our control. THESE WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THOSE OF MERCHANTABILITY AND FITNESS FOR A SPECIFIC PURPOSE.
12. **INSURANCE AND INDEMNIFICATION:** AE will provide its standard certificate of insurance. To the extent permitted by law, each party will indemnify, defend, and hold the other party harmless from and against any and all claims, demands, actions, suits, proceedings, judgments, damages, loss, liabilities, costs, or expenses, including without limitation court costs and reasonable attorney's fees, arising from, or related to the indemnifying party's sole negligence or willful misconduct in performance of the Agreement. Each party is responsible for its share of any comparative or contributory negligence without indemnity by the other party. Each party's indemnity obligations are expressly conditioned on the indemnified party: (i) giving the indemnifying party prompt written notice of each claim; (ii) promptly tendering to the indemnifying party the defense or settlement of each claim; and (iii) cooperating with the indemnifying party at the indemnified party's expense in defending or settling each claim. If an indemnified party does not comply strictly with the terms of this provision, the indemnifying party's indemnity obligations will become null and void and will not be considered in interpreting the Agreement.
13. **LIMITATION OF LIABILITY:**
 - A. Notwithstanding anything to the contrary in this Agreement, AE's total liability to Customer under the Agreement is limited to the total amount paid by Customer to AE during the calendar year in which the liability occurred.
 - B. In no event will either party be liable to the other party for indirect, incidental, consequential, special, exemplary, or punitive damages of any kind or nature arising from or related to the services, equipment, material furnished, or performance of the Agreement, including without limitation loss of profits, loss or inaccuracy of data, or loss of use damages, even if the party has been advised of the possibility of such damages and even if under applicable law such damages would not be considered for indirect, incidental, punitive, special, or consequential damages. Each party hereby waives its rights to such damages to the fullest extent permitted by applicable law.
 - C. AE's liability with respect to the products, materials and equipment sold hereunder shall be limited to the warranty provided in section 9 hereof and shall not exceed the cost of repairing or replacing defective products.
 - D. This agreement does not include responsibility for design of the system (unless specifically included), obsolescence, electrical power failures, low voltage, burned-out main or branch fuses, low water pressure, vandalism, misuse, or abuse of the system(s) by others (including the Customer), negligence of the system by others (including the Customer), failure of the Customer to properly operate the system(s), or other causes beyond the control of AE.
 - E. If there is any litigation between the parties with respect to this Agreement or the subject matter hereof, the prevailing party in such litigation shall be entitled to collect all of its costs and expenses in such litigation, including reasonable attorney's fees and court costs, from the other party.
14. **ASSIGNMENT:** Either party may assign the Agreement to a third party upon thirty (30) days prior written notice to the other party subject to the terms of this provision. If Customer transfers ownership of the premises or the operation or management of the premises on which such equipment is located to a new owner, operating, or managing company, Customer will promptly provide AE with the contact information of the new owner, operating or managing company, and take all such actions as are necessary to assign the Agreement to the new owner, operating or managing company. Customer will promptly provide AE with a copy of such assignment. Should the new owner, operating or managing company fail to assume this Agreement, Customer shall remain liable for all unpaid amounts, including those owed for the balance of the current unexpired term of this Agreement.
15. **TAXES:** The price of this proposal does not include duties, sales, use, excise, or other similar taxes, unless required by federal, state, or local law. Customer shall pay, in addition to the stated price; all taxes not legally required to be paid by AE or, alternatively, shall provide AE with acceptable tax exemption certificates. AE shall provide Customer with any tax payment certificate upon request and after completion and acceptance of the work.

16. **FORCE MAJEURE, DELAYS AND DISRUPTIONS:** AE shall not be liable for any delays or disruptions in the performance of the work, services or delivery of equipment and materials, or for any loss, damage, claim, disruption or delay due to any cause beyond AE's control, including, but not limited to, acts of domestic or foreign government (including a change in law), terrorism, riots, civil commotion, war, malicious mischief, cyber-attacks, infectious diseases, epidemic, pandemic, quarantine, border or port of entry and exit restrictions or acts of God, strikes, lockouts, labor disputes or disturbances, work interruption, flood or other water damage, conditions of the premises, acts or omissions of the Customer, other Contractors, or Owner of the property of which the work is performed, delays caused by others, fire, explosion, theft, or inclement weather. In the event of such delays or disruptions, AE shall be entitled to an extension in time equal to the length of such delay affecting AE and an equitable adjustment in the Prices and contract amount. In no event shall AE be liable for business interruption losses, or consequential or speculative damages.
17. **PROPERTY RIGHTS:**
 - A. AE will provide Customer with any information or materials that it provides generally to all its customers in the ordinary course of its business. Any tools, devices, or other equipment that AE uses to perform its services or monitor the Equipment remains the sole property of AE. If this Agreement terminates or expires for any reason, Customer will give AE access to the premises to remove such equipment at AE's expense.
 - B. AE retains all rights, title, and interest, including all intellectual property rights, in and to the written materials it provides to Customer or uses to perform its services, including without limitation shop drawings, technical documentation, and user manuals, and to any software provided with the equipment. Customer will not use such software except in connection with the use and operation of the Equipment. Customer will not reverse engineer or otherwise attempt to obtain the source code of any software in object code form.
18. **OCCUPATIONAL SAFETY AND HEALTH:** The Parties hereto agree to notify each other immediately upon becoming aware of an inspection under, or any alleged violation of, the Occupational Safety and Health Act relating in any way to the project or project site.
19. **CHANGES:** No change or modification of any of the terms and conditions stated herein shall be binding upon AE unless accepted by AE in writing.
20. **EMERGENCY SERVICE WORK:** If emergency service is performed at the Customer's request and AE's inspection reveals a defect for which AE is not liable under this agreement, the emergency service call will be billed to Customer at AE's prevailing time and material rate.
21. **AGREEMENT NOT TO HIRE.** Customer acknowledges that AE's employees are essential to its business of providing skilled services and are familiar with AE's operating and proprietary procedures. Therefore, Customer agrees to not, without AE's prior written consent, solicit for employment, hire, make any agreement with, or permit the employment (including employment by any successor contractor) in any facility owned or controlled by Customer, of any person who is or has been an AE employee within the earlier of one (1) year after such employee terminates employment with AE or within one (1) year after termination of this Agreement. Customer also acknowledges that its breach of the obligations set forth in this section would irreparably harm AE's business and leave AE without an adequate remedy at law, and that AE would be entitled to injunctive relief to enforce the terms of this section. This provision shall survive termination of this Agreement.
22. **CUSTOMER RESPONSIBILITIES:** Customer is responsible to promptly notify AE of unusual operating conditions, provide reasonable access to equipment being serviced, for removal and replacement of ceilings, enclosures, or tenant's property required to gain access to the equipment being serviced.
23. **DISPUTES** This agreement shall be construed in accordance with State law and any dispute shall be venued in the local county.
24. **U.S. GOVERNMENT PROJECTS:** If the product(s) or service(s) provided under this Agreement are for end use by a federal, state or local government Customer, AE makes no representations, certifications or warranties whatsoever with respect to the ability of its product(s), service(s) or price(s) to satisfy any applicable federal, state or local statutes or regulations, including without limitation the Federal Acquisition Regulation ("FAR"). Further, in such case, AE shall not be responsible or liable to perform or provide product(s), service(s) or price(s) to satisfy any applicable federal, state or local statutes or regulations, including without limitation the FAR.
25. **MISCELLANEOUS:** The Agreement, including any attachments, supersedes all prior written or oral negotiations, commitments, agreements, and understandings between the parties relating to the subject thereof, and constitutes the entire agreement between the parties with respect to the subject matter hereof. The Agreement is not effective until signed by AE's authorized representative or until AE commences work under the Agreement. The Terms and Conditions set forth herein shall prevail over and supersede any terms and conditions contained in any documents provided by Customer. Notwithstanding anything to the contrary in this Agreement, if Customer causes or permits AE to commence performance of services, Customer accepts the terms and conditions of this Agreement. The Agreement may not be modified, amended, canceled, or altered by custom and usage of trade or course of dealing. Any section headings are for convenience only and will not in any way limit the scope or affect the interpretation of any provision of the Agreement. In the event any part of the Agreement is determined to be invalid or non-enforceable, the remaining part or provisions will continue in full force and effect. Failure or delay by a party to exercise any right, remedy, power, or privilege accorded by the Agreement does not constitute a waiver of such right, remedy, power, or privilege. A waiver is effective only if in writing and signed by the waiving party. A written waiver of default will not operate as a waiver of any other default or of the same default in the future. The terms and conditions of the Agreement that by their sense and context are intended to survive expiration or termination of the Agreement will so survive, including without limitation the making of all payments hereunder.

Shenandoah community Schools - 030421-JHN

Contract #	ACE Customer #	Site Name	Address	City, State, Zip	Fire Alarm Inspection \$	Fire Alarm Inspection Frequency	Fire Alarm Inspection Month(s)	WET Sprinkler Inspection \$	Wet Sprinkler Inspection Frequency	Wet Sprinkler Inspection month(s)	Backflow Inspection \$	Backflow Inspection Frequency	Backflow Inspection month	Fire Extinguisher Inspection \$	Fire Extinguisher Inspection Frequency	Fire Extinguisher Inspection Month	Kitchen Hood Inspection \$	Kitchen Hood Inspection Frequency	Kitchen Hood Inspection Month(s)	Annual Total of Inspection \$
0	4385138	Shenandoah High School	1000 MUSTANG DR	Shenandoah, IA	\$4,803.67	Semi-Annual	April november	\$0.00	Please Select		\$0.00	Please Select		\$502.56	Annual	May	\$1,506.45	Semi-annual	May/Nov	\$6,812.68
	968026	Shenandoah Elementary and Middle	601 Creighton ave	Shenandoah, IA	\$2,616.33	Semi-Annual	May nov	\$790.64	Quarterly	dec oct mar jul	\$356.66	Annual	Jul	\$490.09	Annual	May	\$284.33	Semi-annual	May/nov	\$4,538.05
	966523	SHENANDOAH COMMUNITY SCHOOLS	304 W NISHNA Rd	Shenandoah, Ia 51606	\$1,114.87	Semi-Annual	May/nov	\$790.64	Quarterly	dec mar jul oct	\$356.66	Annual	Jul	\$438.96	Annual	May	\$0.00	Please Select		\$2,701.13
					\$8,534.87			\$1,581.27			\$713.32			\$1,431.62			\$1,790.78			\$14,051.86



Fire Protection

State of Iowa Sourcewell Cooperative Contract
#030421-JHN

Sourcewell

Awarded Contract

Contract # 030421-JHN

Sourcewell Customer:

Site Name:

Street Address:

City, State, Zip

Location ACE Customer#

Sourcewell Member #:

Sales Representative

Shenandoah community Schools

Shenandoah High School

1000 MUSTANG DR

Shenandoah, IA

4385138

Renewal Contract# 0

645

James Badura

CCA Use Only:

Sourcewell Region Code#

AR#

Ship to Customer #

Bill to Customer #

Sourcewell Rev 1 Effective 2-1-24

Annual Contract Value:

Contract Period Begin and End Date

8/1/2025

7/31/2028

\$6,812.68

Pricing Breakout by Product Line & Inspection Information

Fire Alarm (Test & Inspect)

Make/Model:

Quantity:

Inspect Frequency:

Semi-Annual

Inspect Month(s):

April november

Fire Panel(s) 1
Pull Stations 3
Beam Detector Test & Inspect 0
Flame Detector Test & Inspect 0
Smoke Detector - Sensitivity report from panel per 250 0
SmokeDetectors - Test & Inspect 194
SmokeDetector - Cleaning Not included
SmokeDetector - Sensitivity Not included
Duct Detectors - Functional test 6
Duct Detectors - Cleaning Not included
Duct Detectors - Sensitivity Not included
Elevator Recall 0
AV's, Horn/Strobes 135
Speakers 0
Heat Detectors 26
Warden Phone Jacks 0
Transponder 0
NAC 2
Annunciator 1
Other (AHU input, relays, etc.) 0
Vesda Early Detection Device 0
WaterFlow 0
Tamper Switches 0
Dact (Dialer Panel) 0
Door Holder 24
Enhanced Labor & Panel Parts Option No
Expert Standard Labor Coverage Option No
Expert 24/7 Labor Coverage Option No
Expert Full Service Parts Coverage No
After-Hours Fire Alarm Inspection No

\$0.00

\$4,803.67

Annual Cost

Monitoring

Quantity:

Single building fire alarm service 0
Single building burglar alarm service 0
Multi building applications / and or partitions 0
Single building combo panel service (fire/security) 0
Elevator Monitoring 0
UL Certified Fire Alarm Monitoring 0
Cellular Monitoring Fee 0

\$0.00

\$0.00

MONITORING: By ordering this service you are agreeing to the Master Monitoring Terms and Conditions applicable with this contract. These terms can be referenced in the monitoring tab below.

Monitoring Account#

Sprinkler System (Test & Inspect)

Quantity:

Inspect Frequency:

Inspect Month(s):

Wet Risers 0
Dry Risers 0
Dry Sprinkler Trip Test 0
Pre-Action (Quarterly pricing includes trip test. Pricing does not reflect additional FA panel or devices. If needed, see FA pricing above). 0
Additional Control Assemblies (Tamper and Flow) 0
PIV's (Post Indicator valve) 0
Deluge Risers (Quarterly pricing includes trip test) 0
AFFF (Foam tank inspect & lab analysis of foam) 0
Fire Hose Stations 0
Standpipe 0
Anti-Freeze Loops 0
Fire Pump 0
Monthly Pump Run (each) 0
Private Fire Hydrants 0
Backflow Preventer (Sprinkler, Domestic, Irrigation) 0
Backflow preventer: LA, IN, MN, MD, IL, MO, MI 0
Monthly Valve Inspections (# of Valves - select inspection frequency) 0

Please Select

Please Select

Please Select

Please Select

Please Select

Please Select

Please Select

Please Select

Please Select

Please Select

Please Select

Please Select

Please Select

Please Select

Please Select

Please Select

Please Select

Please Select

Please Complete in Row 75

Please Complete in Row 75

After-Hours Sprinkler Inspection

No

\$0.00

Annual Wet Sprinkler Cost

\$0.00

Annual Cost of Monthly Valve Inspections

\$0.00

\$0.00

RGUS for CCTV

RGUS Predictive™ per camera/encoder
Standard Labor Coverage (M-F, 8 to 5)
24/7 Labor Coverage

Quantity:

0
No
No

Service Frequency:

Please Select
8-5 Standard Coverage
24/7 Labor Coverage

Inspect Month:

Annual Cost \$0.00
Annual Cost \$0.00

Service Type:

Additional FA Inspector Time 0 \$0.00
Additional SP Inspector Time 0 \$0.00
Additional EX/E-Light/KH Inspector Time 0 \$0.00
Additional Special Hazard Inspector Time 0 \$0.00
Total Additional Inspector Time \$0.00

Frequency

Month

Insert add'l svc coverage desc. (hood clean, parts, union labor)

\$0.00 Please Select
\$0.00 Please Select
\$0.00 Please Select
\$0.00 Please Select
\$0.00 Please Select
\$0.00 Please Select
\$0.00 Please Select

Annual Recurring Cost:

\$6,812.68

Date: _____

Customer _____



Fire Protection

State of Iowa Sourcewell Cooperative Contract
#030421-JHN

Sourcewell

Awarded Contract

Contract # 030421-JHN

Sourcewell Customer:

Site Name:

Street Address:

City, State, Zip

Location ACE Customer#

Sourcewell Member #:

Sales Representative

Contract Period Begin and End Date

Shenandoah community Schools
Shenandoah Elementary and Middle
601 Creighton ave
Shenandoah, IA
968026 Renewal Contract#
645
James Badura

8/1/2025

7/31/2028

CCA Use Only:

Sourcewell Region Code#

AR#

Ship to Customer #

Bill to Customer #

Sourcewell Rev 1 Effective 2-1-24

Annual Contract Value:

\$4,538.05

Pricing Breakout by Product Line & Inspection Information

Fire Alarm (Test & Inspect)

Make/Model:

Quantity:

Inspect Frequency:

Semi-Annual

Inspect Month(s):

May nov

Fire Panel(s) 1
Pull Stations 1
Beam Detector Test & Inspect 0
Flame Detector Test & Inspect 0
Smoke Detector - Sensitivity report from panel per 250 0
SmokeDetectors - Test & Inspect 108
SmokeDetector - Cleaning Not included
SmokeDetector - Sensitivity Not included
Duct Detectors - Functional test 8
Duct Detectors - Cleaning Not included
Duct Detectors - Sensitivity Not included
Elevator Recall 2
AV's, Horn/Strobes 52
Speakers 0
Heat Detectors 2
Warden Phone Jacks 0
Transponder 0
NAC 0
Annunciator 0
Other (AHU input, relays, etc.) 0
Vesda Early Detection Device 0
WaterFlow 0
Tamper Switches 0
Dact (Dialer Panel) 0
Door Holder 42
Enhanced Labor & Panel Parts Option No
Expert Standard Labor Coverage Option No
Expert 24/7 Labor Coverage Option No
Expert Full Service Parts Coverage Option No
After-Hours Fire Alarm Inspection No

\$0.00

\$2,616.33

Annual Cost

Monitoring

Quantity:

Single building fire alarm service 0
Single building burglar alarm service 0
Multi building applications / and or partitions 0
Single building combo panel service (fire/security) 0
Elevator Monitoring 0
UL Certified Fire Alarm Monitoring 0
Cellular Monitoring Fee 0

\$0.00

\$0.00

MONITORING: By ordering this service you are agreeing to the Master Monitoring Terms and Conditions applicable with this contract. These terms can be referenced in the monitoring tab below.

Monitoring Account#

Sprinkler System (Test & Inspect)

Quantity:

Inspect Frequency:

Inspect Month(s):

Wet Risers 1
Dry Risers 0
Dry Sprinkler Trip Test 0
Pre-Action (Quarterly pricing includes trip test. Pricing does not reflect additional FA panel or devices. If needed, see FA pricing above). 0
Additional Control Assemblies (Tamper and Flow) 0
PIV's (Post Indicator valve) 0
Deluge Risers (Quarterly pricing includes trip test) 0
AFFF (Foam tank inspect & lab analysis of foam) 0
Fire Hose Stations 0
Standpipe 0
Anti-Freeze Loops 0
Fire Pump 0
Monthly Pump Run (each) 0
Private Fire Hydrants 0
Backflow Preventer (Sprinkler, Domestic, Irrigation) 2
Backflow preventer: LA, IN, MN, MD, IL, MO, MI 0
Monthly Valve Inspections (# of Valves - select inspection frequency) 0

Quarterly

dec oct mar jul

Please Select

Please Select

Please Select

Please Select

Please Select

Please Select

Please Select

Please Select

Please Select

Please Select

Please Select

Please Select

Please Select

Please Select

Please Select

Please Select

Jul

Annual

Please Complete in Row 75

Please Complete in Row 75

After-Hours Sprinkler Inspection

No

\$0.00

Annual Wet Sprinkler Cost

\$790.64

Annual Cost of Monthly Valve Inspections

\$0.00

\$0.00

\$0.00

Annual Cost \$0.00

RGUS for CCTV

RGUS Predictive™ per camera/encoder
Standard Labor Coverage (M-F, 8 to 5)
24/7 Labor Coverage

Quantity:

0

No

No

Service Frequency:

Please Select

8-5 Standard Coverage

24/7 Labor Coverage

Inspect Month:

Annual Cost

\$0.00

\$0.00

Service Type:

Additional FA Inspector Time

0

\$0.00

Additional SP Inspector Time

0

\$0.00

Additional EX/E-Light/KH Inspector Time

0

\$0.00

Additional Special Hazard Inspector Time

0

\$0.00

Total Additional Inspector Time

\$0.00

Frequency

Month

Insert add'l svc coverage desc. (hood clean, parts, union labor)

\$0.00

Please Select

\$0.00

Please Select

\$0.00

Please Select

\$0.00

Please Select

\$0.00

Please Select

\$0.00

Please Select

\$0.00

Please Select

Annual Recurring Cost:

\$4,538.05

Date: _____

Customer _____

Annual Cost \$0.00

i-RGUS for CCTV

i-RGUS Predictive™ per camera/encoder
Standard Labor Coverage (M-F, 8 to 5)
24/7 Labor Coverage

Quantity:

0

No

No

Service Frequency:

Please Select

8-5 Standard Coverage

24/7 Labor Coverage

Inspect Month:

Annual Cost

\$0.00

\$0.00

Service Type:

Additional FA Inspector Time

0

\$0.00

Additional SP Inspector Time

0

\$0.00

Additional EX/E-Light/KH Inspector Time

0

\$0.00

Additional Special Hazard Inspector Time

0

\$0.00

Total Additional Inspector Time

\$0.00

Frequency

Month

Insert add'l svc coverage desc. (hood clean, parts, union labor)

\$0.00

Please Select

\$0.00

Please Select

\$0.00

Please Select

\$0.00

Please Select

\$0.00

Please Select

\$0.00

Please Select

Annual Recurring Cost:

\$2,701.13

Date: _____

Customer _____

FY2026	MILK BIDS		
CATEGORY	HILAND	FY2025 USAGE	EST. TOTAL
1/2 PINT CHOCOLATE SKIM	0.3360	145,200	48,787.20
1/2 PINT WHITE SKIM	0.3140	10,100	3,171.40
1/2 PINT WHITE 1%	0.3360	14,200	4,771.20
4 OZ ORANGE JUICE	0.3000	15,200	4,560.00
5# FAT FREE COTTAGE CHEESE	10.0000	N/A	-
5# SOUR CREAM	9.7500	N/A	-
GALLON 1% WHITE MILK	5.2000	550	2,860.00
1/2 PINT STRAWBERRY SKIM	0.3360	N/A	-
1/2 PINT LACTOSE FREE 1% CHOCOLAT	0.8000	N/A	-
1/2 PINT LACTOSE FREE 1% WHITE	0.8000	N/A	-
1/2 PINT 1% WHITE PF UHT	0.6500	N/A	-
4OZ COTTAGE CHEESE LOW-FAT	0.6800	N/A	-
4 OZ APPLE JUICE	0.2800	N/A	-
			64,149.80

FY2026	MILK BIDS		
CATEGORY	AE DAIRY	FY2025 USAGE	EST. TOTAL
1/2 PINT CHOCOLATE SKIM	0.3500	145,200	50,820.00
1/2 PINT WHITE SKIM	0.3170	10,100	3,201.70
1/2 PINT WHITE 1%	0.3380	14,200	4,799.60
4 OZ ORANGE JUICE	0.3800	15,200	5,776.00
5# FAT FREE COTTAGE CHEESE	11.5000	N/A	-
5# SOUR CREAM	9.7500	N/A	-
GALLON 1% WHITE MILK	4.5461	550	2,500.36
1/2 PINT STRAWBERRY SKIM	N/A	N/A	-
1/2 PINT LACTOSE FREE 1% CHOCOLAT	N/A	N/A	-
1/2 PINT LACTOSE FREE 1% WHITE	N/A	N/A	-
1/2 PINT 1% WHITE PF UHT	N/A	N/A	-
4OZ COTTAGE CHEESE LOW-FAT	N/A	N/A	-
4 OZ APPLE JUICE	N/A	N/A	-
			67,097.66

DIFFERENCE IN TOTAL 2,947.86



2901 Cuming Street
Omaha, NE 68131
(402) 344-4321 phone
(402) 346-0277 fax
www.HilandDairy.com

July 2, 2025

Shenandoah Community School District
Attn: Brian Manley
601 Dr. Creighton Circle
Shenandoah, IA 51601

Dear Brian,

As requested, we are pleased to submit the following bid on dairy products for the 2025-2026 school year.

<u>Unit</u>	<u>Product</u>	<u>Esc/De-Esc Price</u>
½ Pint	Skim White	\$0.3140
½ Pint	1% White	\$0.3230
½ Pint	Skim Chocolate	\$0.3360
½ Pint	Skim Strawberry	\$0.3360
½ Pint	Lactose Free 1% Chocolate	\$0.80
½ Pint	Lactose Free 1% White	\$0.80
½ Pint	1% White PF UHT	\$0.65
4oz	Cottage Cheese Low-Fat	\$0.68
5lb	Sour Cream	\$9.75
5lb	Cottage Cheese	\$10.00
4oz	Orange Juice	\$0.30
4oz	Apple Juice	\$0.28
Gal	1% White	\$5.20

This is an escalating/de-escalating bid on all items. Please see the attached clause for monthly cost adjustment factors. This includes prices of straws as well as cooler provision and maintenance.

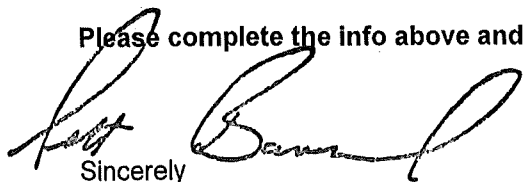
The bid is (choose one) ☐ awarded to Hiland Dairy or ☐ declined and awarded to _____

Name and Title _____

Contact Phone _____ Email _____

Date _____ First Delivery Date _____

Please complete the info above and return to: sbarnard@hilanddairy.com


Sincerely

Scott Barnard
District Sales Manager
Hiland Dairy Foods
402-657-3468
sbarnard@hilanddairy.com

Shenandoah Community School District
Brian Manley, School Food Service Department
601 Dr. Creighton Circle
Shenandoah, Ia. 51601

May 29, 2025

Highland Dairy
Attn: Scott Barnard
2901 Cuming Street
Omaha, Ne.

Dear Sir or Madam,

The Shenandoah Community School District Food Service is requesting a bid for the supply of milk for the 2025-2026 school year. The deadline and opening of the bid will be July 10, 2025 at 10 a.m.

Your bid is to include the supply of wrapped straws and all the necessary drop front coolers. The milk supplier shall be responsible for the maintenance and cleanliness of the coolers and crates due to spoiled products.

1/2 pint chocolate skim milk .3360
1/2 pint white skim milk .3140
1/2 pint white 1% milk .3210
4oz Orange Juice 100% .30
5# Fat Free Cottage Cheese 10.00
5# Sour Cream 9.75
Gallon 1% white milk _____

Our current year usage is

-1% Gallon = 550
-1/2 pint (white) skim = 10,100
-1/2 pint (white) 1% = 14,200
-1/2 pint (chocolate) skim = 145,200
-4 oz Orange Juice = 15,200

There are 3 drop locations. (currently being delivered 2 times a week) -Tuesday & Thursday

-Delivery at a minimum of two times per week at the Middle/Elementary, Logan and High School will be required.

-State Law requires milk crates to be clean when milk products are brought in.

-Past experience and service shall be considered in the bid. Enclose a copy of the escalator clause if applicable.

-Submit sealed bid to Brian Manley, Food Service Director, Shenandoah Community School,
601 Dr. Creighton Circle, Shenandoah, Ia. 51601

Thank you,
Brian Manley

Milk Escalator / De-Escalator Pricing Clause (DFA Supplied)

The pricing quoted is based on **June's 2025** Federal Milk Marketing Order for Class I Skim and Class I Butterfat. This pricing is subject to change as the cost of raw milk changes each month according to the USDA Federal Milk Market Price Announcements and Dairy Farmers of America.

The cost of milk fluctuates up and down each month based on the cost changes in raw milk. Changes of a minimum of \$.10 per CWT (up or down) will move the cost of a half pint \$.00054.

Prices will also be adjusted up or down based on cost changes in packaging, ingredients, labor, fuel, juice concentrate, re-sale products (ex. Tropicana, Sport Shake), etc. Supporting documentation will be supplied upon request.

All price changes will become effective on the 1st day of the month following the price announcement.



June 3, 2025

Brian Manley
Food Service Director
Shenandoah Community School District
601 Dr. Creighton Circle
Shenandoah, IA 51601
manleyb@shenandoah.k12.ia.us

Dear Mr. Manley:

We have provided all the necessary information regarding the Shenandoah Community School District Milk Bid on the following pages. These bids are based on June 2025 pricing.

Prices quoted are subject to the attached escalator clause.

We furnish and maintain all necessary milk coolers and provide straws. Please note that when a school system owns their own coolers .01/ ½ pint can be deducted.

Delivery schedule will be as mutually agreed upon.

Sincerely,

Julieta Hansen
Julieta Hansen
Controller

Shenandoah Community School District
Brian Manley, School Food Service Department
601 Dr.Creighton Circle
Shenandoah, Ia. 51601

May 29,2025

Anderson Erickson Dairy
Attn: Julieta Hansen
2420 E University
Des Moines, Ia. 50317

Dear Sir or Madam,

The Shenandoah Community School District Food Service is requesting a bid for the supply of milk for the 2025-2026 school year. The deadline and opening of the bid will be July 10,2025 at 10 a.m.

Your bid is to include the supply of wrapped straws and all the necessary drop front coolers. The milk supplier shall be responsible for the maintenance and cleanliness of the coolers and crates due to spoiled products.

½ pint chocolate skim milk .3500

½ pint white skim milk .3170

½ pint white 1% milk .3380

4oz Orange Juice 100% .38

5# Fat Free Cottage Cheese 11.50

5# Sour Cream 9.75

Gallon 1% white milk 4.5461

Our current year usage is

-1% Gallon =550

-½ pint (white) skim =10,100

-½ pint (white) 1% = 14,200

-½ pint (chocolate) skim = 145,200

-4 oz Orange Juice = 15,200

There are 3 drop locations. (currently being delivered 2 times a week) -Tuesday & Thursday

-Delivery at a minimum of two times per week at the Middle/Elementary, Logan and High School will be required.

-State Law requires milk crates to be clean when milk products are brought in.

-Past experience and service shall be considered in the bid. Enclose a copy of the escalator clause if applicable.

-Submit sealed bid to Brian Manley, Food Service Director, Shenandoah Community School,
601 Dr. Creighton Circle, Shenandoah, Ia. 51601

Thank you,
Brian Manley

ESCALATOR CLAUSE

FLUID MILK PRODUCTS:

The prices in this bid are based on the Class I price (at 3.5% butterfat) plus premiums. The Class I price is established under the terms of the Central Federal Milk Market Order #32. The price established for the month of June 2025 is \$22.68 per 100 lbs. The components of this price include: Class I Skim Price - \$8.55/cwt.; Class I Butterfat Price - \$2.5730/lb; Location Adjustment - \$2.70/cwt.; Premiums - \$2.72/cwt.

The formula for price adjustments of fluid milk delivered in half-pint and all other size containers is as follows:

- a. Compute the difference per hundredweight for Class I milk between the price for the month in question and the price for the base month indicated above (or the most recent month in which prices were adjusted) based on the factors relating to the actual cost of each product. Actual cost for each product is determined as follows:
(Skim factor) * (Skim price) + (Butterfat factor) * (Butterfat price) + Location adjustment + Premiums. Skim factors/Butterfat factors are as follows: Whole milk - .9665/3.35; 2% milk - .9800/2.00; 1% milk - .9900/1.00; Skim milk - .9995/.05.
- b. Multiply this difference per hundredweight by .086 (8.6 / 100 – 8.6 lbs. to each gallon of milk) to calculate the difference in price per gallon.
- c. One-sixteenth of this difference is the amount of change in price for each one-half pint container of milk. All other size containers will be proportional.
- d. If the price for Class I milk is higher during the month in question than in the base month, the sum will be added to the previous price charged by the vendor. If the price for Class I milk is lower during the month in question than in the base month, the sum will be deducted from the previous price charged by the vendor.

ALL PRODUCTS:

Prices bid on all products are subject to change based on price changes from our suppliers including but not limited to fuel, packaging, tariffs and ingredients. Supporting documentation is available upon request.

July 1, 2025-June 30, 2026

10,000 gallons red nontaxable DIESEL FUEL

\$2.85 per gallon fixed price

Fixed price for duration of year and 10,000 gallons. Must take delivery of 10,000 gallons during this period.

*blended DSL in winter months will add \$0.25-\$0.40 gallon to price. This is dictated by weather and will not exceed \$0.50 per gallon.

Fuel must be purchased using local cards and at ROCSTOP CARDTROL in Shenandoah. These cards will NOT work at any other location. A monthly statement will be sent out with gallons at set price and for each individual card.

If you have any questions or need anything else please feel free to contact me.

Ryan O'Rourke

ROCSTOP

712-828-0326 cell

CARL A. NELSON & CO.

NELSON

SHENANDOAH COMMUNITY SCHOOL DISTRICT

K8 ROOF AND HVAC REPLACEMENT

Project Status Report #2

Reporting Period:

June 6, 2024, to July 17, 2025

Architect:

SVPA
1466 28th Street, Suite 200
West Des Moines, Iowa 50266

Engineer:

IMEG
2882 106th Street
Des Moines, Iowa 50322

Construction Manager:

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

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PROJECT STATUS REPORT

SHENANDOAH K8 – ROOF REPLACEMENT AND HVAC UPGRADE
MONTH ENDING: JULY 17, 2025

PROJECT BUDGET

The overall project budget, including hard costs, soft costs, and contingencies, is \$1,647,070. Construction contingency is included in the budget to cover undefined project costs. We will track the use of construction contingency throughout the project.

Construction Contingency	\$166,369.00
Used Contingency	\$6,829.94
Remaining Construction Contingency	\$159,539.06
Construction Contingency Used (Percent of Contingency)	4.1%
Construction Contingency Used Compared to Overall Construction Cost	0.55%
Overall Project Budget (04/07/2025)	\$1,647,070

The overall project budget will remain unchanged as long as construction contingency is available. At the end of the project, the overall budget will be adjusted based on the amount of construction contingency remaining/used. Refer to Appendix A for the Overall Project Budget Spreadsheet. All changes from last month are highlighted in yellow.

A copy of the overall budget is included in Appendix A.

CHANGE REQUESTS

Construction contingency has been set aside to cover undefined project costs. These project costs are organized by Change Requests. There is one Change Request per project change, so the Owner knows how much a change will cost.

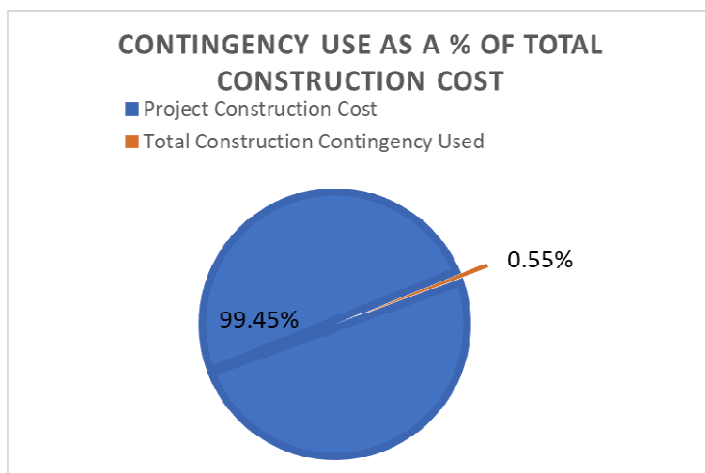
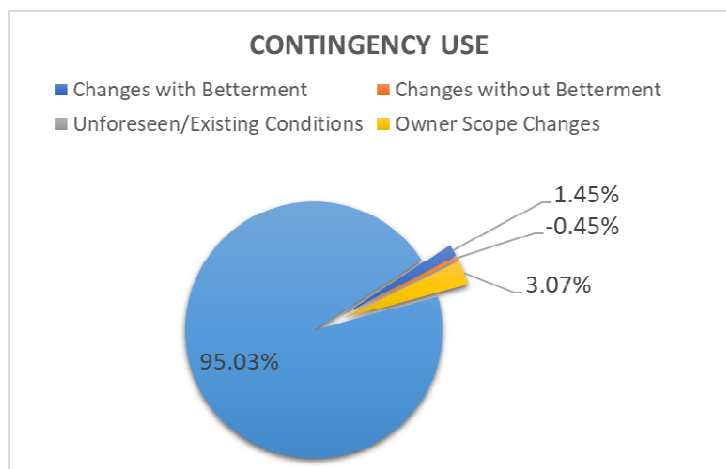
Change Orders are organized by the contractor and change the contract amount for that specific contractor. Some change requests involve more than one contractor. Some change orders involve more than one change request. Therefore, change order values do not always align one-for-one with the change request values.

A change order will be created after Carl A. Nelson receives approval of the change requests. Carl A. Nelson & Company writes Change Orders to the contractors on behalf of the Owner.

CHANGE ORDERS

There are four categories of changes: Changes with Betterment, Changes without Betterment, Unforeseen/Existing Conditions, and Owner Scope. These values reflect the signed change orders.

1. **Changes with Betterment** – These are changes that add value to the project. These changes would have increased the cost at bid time if they had been included in the original bid documents. These changes make the project more functional, more aesthetically pleasing, or more efficient.
 - “Changes with Betterment” accounts for \$2,431.44 of the allocated construction contingency.
2. **Changes Without Betterment** - are changes that do not add value to the project. This is the discovery of an issue that requires modification but does not add value to the project. This could replace an item that was already purchased and could not be returned, or savings from reduced contractor scope.
 - “Changes without Betterment” accounts for the **SAVINGS (\$755.68)** of the allocated construction contingency.
3. **Unforeseen Conditions/Existing Conditions** – Unforeseen Condition changes are changes that could not be known until construction started because they are hidden. Unforeseen conditions can be more over-excitation than expected or finding a hidden condition in the wall, ceiling, or floor that affects the work. Existing Condition changes occur when existing building details are not documented in the new drawing set and are different than what the design team assumed. The existing drawings may be inaccurate or missing.
 - “Unforeseen/Existing Conditions” account for \$0.00 of the allocated construction contingency.
4. **Owner Scope Changes** – are changes requested by the Owner that are beyond the scope of the original project to improve the overall project or to accommodate the Owner’s preference. It may make sense to pursue these types of changes during the project to take advantage of contractors already being on-site and the facility being in “construction mode”.
 - “Owner Scope” changes account for \$5,154.18 of the allocated construction contingency.



SCHEDULE/PROJECT MILESTONES

Roof Project

The roofing contractor (White Castle) started on 5/27/2025 per the bid schedule. They have started on the southeast side of the school, working west. The roof is approximately 68,000 square feet. Approximately 32,450 square feet of membrane have been installed, including the details. It is estimated that the roof is approximately 48% with a completion date of the beginning of August. A mock-up window was completed on 7/3/2025. The window frame installation is starting on Wednesday, 7/30, and is expected to be done in three days.

All materials to complete the project are on hand except for the break metal scuppers. The break metal is in White Castle's shop waiting to be formed. It is expected to be delivered in the next week.

HVAC Project

Rasmussen has made a lot of progress in the last month with setting up equipment. They have changed out the heat exchanger plates, set the boilers and the natural gas lines, set the new cooling tower, the cooling loop pumps, and the building loop pumps. The contractor opted to use an approved brand of the building loop pump that was not the basis of the design. The existing piping has to be reworked in order to align with the new pump configuration, which is estimated to add approximately 60 hours.

The contractor is planning to start the flushing of the building loop starting July 21. The time frame for this could be up to two weeks. CANCO is working with Rasmussen to confirm a well-thought-out flushing plan. After the flushing is done, cooling can be turned on for the entire building. School staff will be working in the building again on August 4.

Shen staff have been monitoring the temperature and humidity levels in the building. When the humidity levels outside are less than inside the building, it is recommended to bring in the cooler night air.

Lead time items;

Cooling Tower – Expected delivery June 19. The actual delivery date was July 11, 2025.

Vertical Pumps – Expected ship date July 28. The actual delivery date was mid-June.

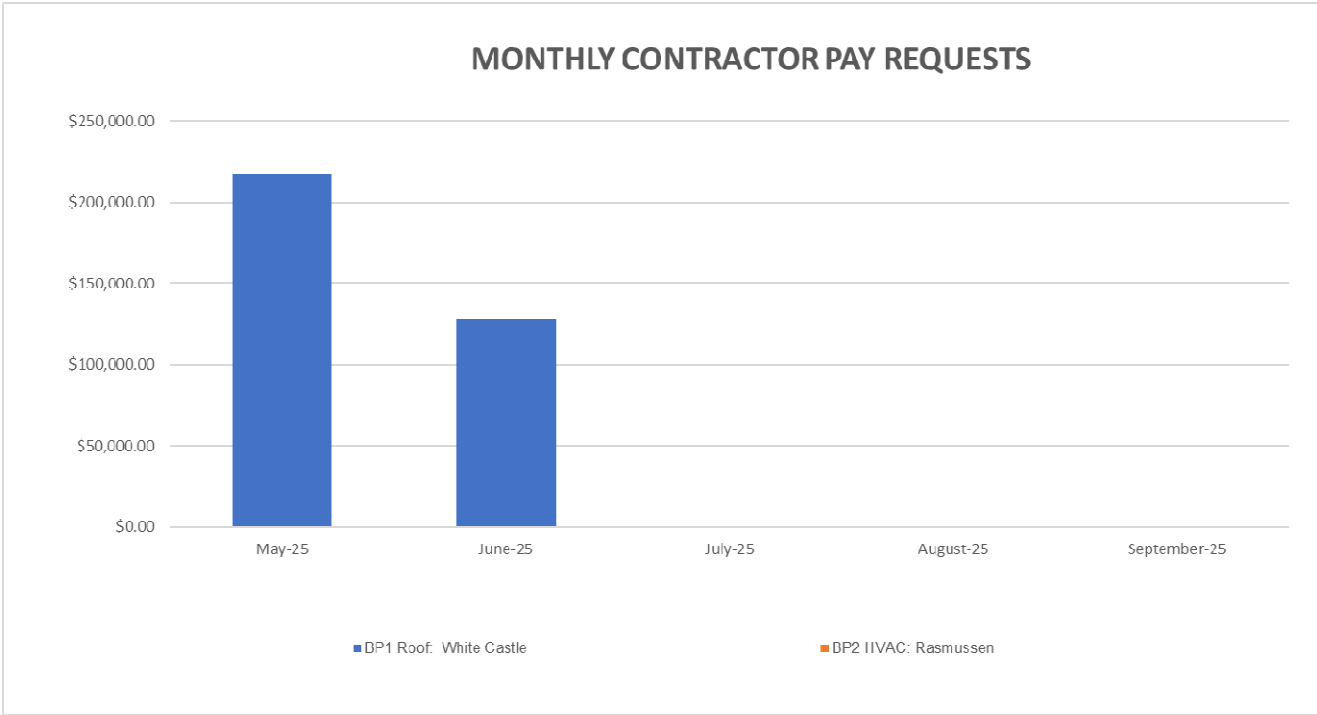
Building Loop Pumps – Arrived the week of June 9.

CONTRACTOR PAY REQUESTS

Below is the status of contractor billing. "Total Earned" includes the 5% retainage that will not be billed until the end of the job. Total Retainage Earned + Total Payments Requested = Total Earned.

Rasmussen submitted a pay request for \$350,957.70 for stored materials in May. This was rejected due to a lack of required insurance for off-site storage (cooling tower). Rasmussen did not submit a pay request in June, even though all material is now on-site.

Contractor	Original Contract	Change Orders (CO's)	Contract value w/ CO's	June-25	Total Retainage Earned	Total Payments Requested	Total Earned	Remaining Payment	% Complete
BP1 Roof: White Castle	\$487,100.00	\$2,446.18	\$489,546.18	\$128,250.27	\$18,188.51	\$345,581.77	\$363,770.28	\$143,964.41	74%
BP2 HVAC: Rasmussen	\$742,469.00	\$4,014.54	\$746,483.54		\$0.00	\$0.00	\$0.00	\$746,483.54	0%
Bid Package Totals	\$1,229,569.00	\$6,460.72	\$1,236,029.72	\$128,250.27	\$18,188.51	\$345,581.77	\$363,770.28	\$890,447.95	29.43%



PROFESSIONAL SERVICES PAY REQUESTS

Below is a list of professional service providers and what has been billed to date. Retainage does not apply to professional services.

Due to additional management time to cover while the facility director is on medical leave and rental of the dehumidifiers, we are currently trending to bill approximately \$135,000.

Professional Service	Company Name	Original Contract or Budget	Changes to Contract	Updated Contract w/ Changes	May-25	June-25	Total Requested	Total Remaining	% Complete
Asbestos Testing - Prebid	ATC (Atlas)	1,900.00	0.00	1,900.00			1,900.00	-	100%
HVAC Commissioning	DLR Group	18,100.00	0.00	18,100.00			-	18,100.00	0%
Preconstruction/Design	Carl A. Nelson & Company	85,700.00	4,200.00	89,900.00	2,412.00	974.00	86,085.76	3,814.24	96%
Preconstruction Reimbursables	Carl A. Nelson & Company	10,319.00	0.00	10,319.00			777.76	9,541.24	8%
CM Construction Services	Carl A. Nelson & Company	115,764.00	220.42	115,984.42	18,898.21	20,065.41	61,105.23	54,879.19	52.7%
Totals		\$231,783.00	\$4,420.42	\$236,203.42	\$21,310.21	\$21,039.41	\$149,868.75	\$86,334.67	63%

REQUEST FOR INFORMATION (RFI)

If drawings or specifications are unclear, conflicting, or do not accommodate existing conditions, the contractor and the Construction Manager are required to submit a written request for information. RFIs are intended to facilitate and organize communication regarding project requirements.

As of July 17, there have been nine (9) RFIs submitted to the architect/engineer for review. No RFIs are outstanding.

OUTSTANDING SUBMITTALS SUMMARY (NO CHANGE SINCE LAST REPORT)

Submittals and shop drawings are submitted to the Construction Manager for review, who then forwards them to the Design Team for review before the Contractor purchases the material. The purpose of a shop drawing review is to find potential issues with the product itself or the drawings. Resolving issues upfront will ultimately save the hospital time and money in the long run.

The submittal phase of the project is complete. The collection of close-out submittals will begin at the end of summer.

PERMITS, TESTING, AND INSPECTIONS

The commissioning agent reviewed the job on June 25. See Appendix E for the attached report.

July 10, 2025
Shenandoah K8 Facility
Post Bid Budget



K8 Facility Assessment

Bud. Code	Item	12/19/2024 Updated Budget		Budget % of Const. Cost	4/7/2025 Post Bid Budget		Budget % of Const. Cost	Notes
100	Development Costs	\$ 2,100		0.11%	\$ 2,100		0.14%	
101	Land	\$ -			\$ -			N/A
102	Utility Hook-up Fees	\$ -			\$ -			
103	State Building Permit	\$ 1,200			\$ 1,200			
104	Local Building Permit	\$ 900			\$ 900			
200	Construction Cost	\$ 1,830,062		100.0%	\$ 1,508,495		82.43%	\$ 57,210
201	Construction Costs	\$ 1,390,684			\$ 1,229,569			201.1+201.2
201.1	Roof		\$674,500			\$487,100		
201.2	HVAC		\$722,184			\$742,469		
202	CM General Conditions and Fees	\$ 121,764			\$ 112,557			
203	Design & Estimating Contingency	\$ 151,245		10.00%			0.00%	of const. cost
204	Construction Contingency	\$ 166,369		10.00%	\$ 166,369		11.03%	of const. cost
300	Professional Fees & Expenses	\$ 127,390		6.96%	\$ 122,535		8.12%	
301	A/E Pre-bond Services Fee	\$ -			\$ -			
302	CM Pre-bond Services Fee	\$ -			\$ -			
303	Engineer Design Services	\$ 48,700		6.74%	\$ 48,700		6.56%	IMEG
304	Architect Design Services	\$ 23,200		3.44%	\$ 23,200		4.76%	SVPA
305	Arch/Eng. Reimbursable Expenses	\$ 5,000		0.00%	\$ 5,000		0.00%	
306	Printing	\$ 5,490		0.30%	\$ 635		0.30%	
307	CM Pre-Construction Services Fee	\$ 18,000		0.98%	\$ 18,000		1.19%	CANCO
308	Furniture and Equipment Consultant	\$ -			\$ -			
309	Site Survey	\$ -			\$ -			
310	Geotechnical Investigation & Report	\$ -			\$ -			
311	Building Laser Scan	\$ -			\$ -			
312	Commissioning Services	\$ 18,100			\$ 18,100			DLR Group
313	Asbestos Testing	\$ 1,900			\$ 1,900			ATC
314	Asbestos Abatement	\$ -			\$ -			Not Applicable
315	Water Testing and Treatment	\$ 7,000			\$ 7,000			TBD (annual cost)
400	Administrative & Legal	\$ 6,080		0.33%	\$ 5,890		0.39%	
401	Legal Expense	\$ 5,000			\$ 5,000			
402	Administrative & Misc. Expense	\$ -			\$ -			None
403	Moving Expense	\$ -			\$ -			District personnel
404	Builder's Risk Insurance	\$ 1,080		0.06%	\$ 890		0.06%	TBD
500	Furniture, Fixtures, & Equip. (FFE)	\$ 2,300		0.13%	\$ 2,300		0.15%	
501	FFE Allowance	\$ 2,000			\$ 2,000			
509	FFE Contingency (15%)	\$ 300		15.00%	\$ 300		15.00%	
600	Technology Systems	\$ 5,750		0.31%	\$ 5,750		0.38%	
601	Network Switches & Fire Wall	\$ -			\$ -			
602	Structured Cabling System	\$ 5,000			\$ 5,000			
603	Phone System	\$ -			\$ -			
604	A/V Equipment	\$ -			\$ -			
605	Access Control & Security Cameras	\$ -			\$ -			
606	Public Address/Intercom System	\$ -			\$ -			
607	Clocks	\$ -			\$ -			
608	Technology Contingency (15%)	\$ 750		15.00%	\$ 750		15.00%	
700	Financing Expenses	\$ -		N/A	\$ -		N/A	
701	Capitalized Interest During Const.	\$ -			\$ -			
702	Bond Fees	\$ -			\$ -			
800	Total	\$ 1,973,682			\$ 1,647,070			\$ (326,613)

Project Shenandoah HVAC Upgrade 24-046

Start Date	6/9/2024
------------	----------

End Date	8/22/2025
----------	-----------

Carl A Nelson & Co. Schedule Look Ahead		6/30	7/1	7/2	7/3	7/4	7/5	7/6	7/7	7/8	7/9	7/10	7/11	7/12	7/13	7/14	7/15	7/16	7/17	7/18	7/19	7/20	7/21	7/22	7/23	7/24	7/25	7/26	7/27	7/28	7/29	7/30	7/31	8/1	8/2	8/3	8/4	8/5	8/6	8/7	8/8	8/9	8/10	8/11	8/12	8/13	8/14	8/15	8/16	8/17	8/18	8/19	8/20	8/21	8/22
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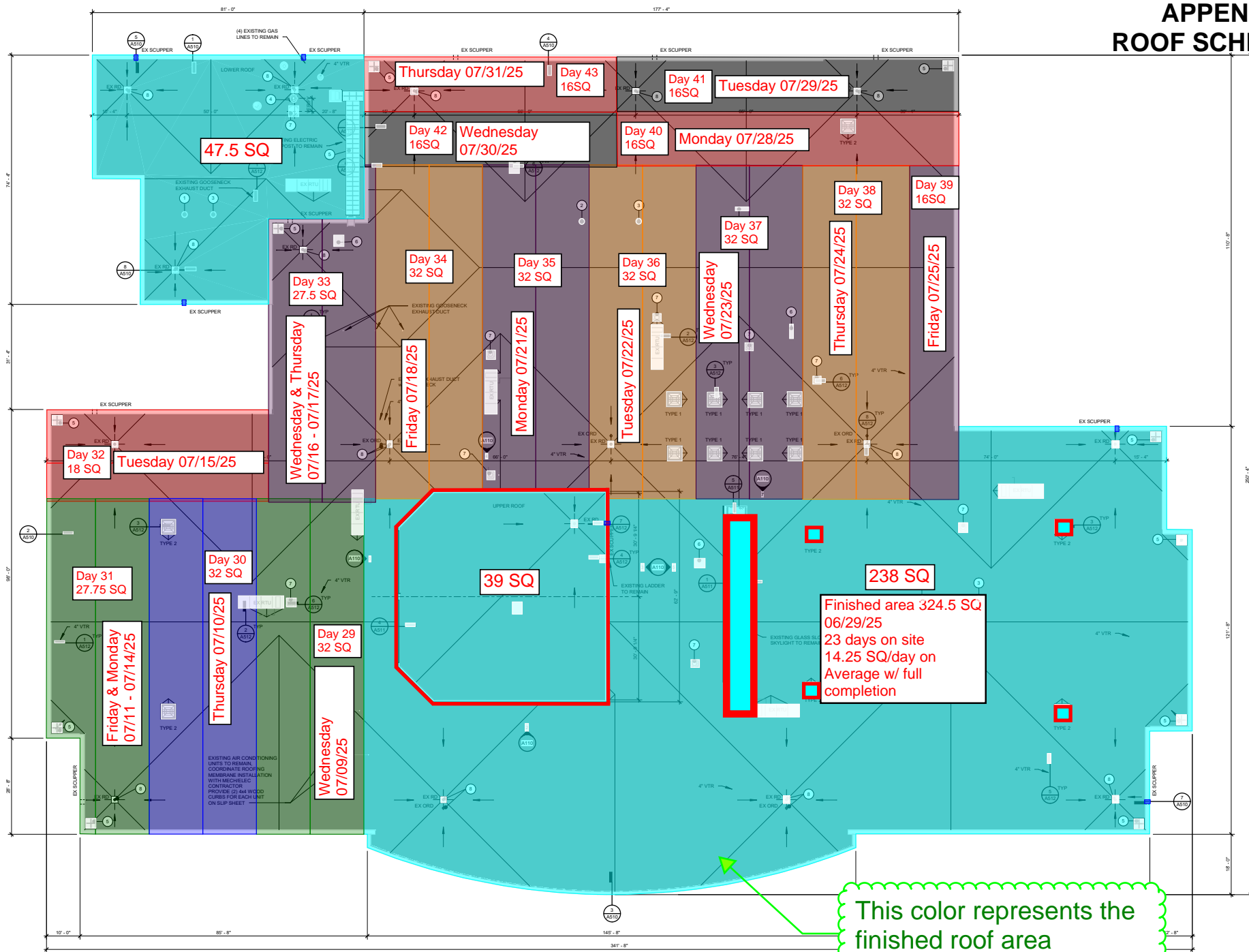
Project Shenandoah HVAC Upgrade 24-046

Start Date	6/9/2024
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End Date	8/22/2025
----------	-----------

[illegible]

APPENDIX C - ROOF SCHEDULE



1 ROOF PLAN
SCALE: 1/16" = 1'-0"





DLR Group inc.
an Iowa corporation

1430 Locust Street, Suite 200
Des Moines, IA 50309

Site Visit Date: June 24, 2025
To: Cindy Larson – Carl A. Nelson Company
From: Gerry Wilwerding, QCxP; DLR Group
Project Name: Shenandoah K-8 School HVAC Upgrades
Project No.: 24006501.00
Purpose: Commissioning Site Observation Report

Site Observations

1. Heat Pump Loop pumps
 - a. If pump P-3A outlet is lined up with existing pipe, its strainer will not be able to be serviced properly (whole strainer assembly would have to be dropped). Some discussion of moving pump “plan west” several inches was discussed (electrical flex conduit would be within the pump frame) but additional pipe and fittings would be required.
2. Main Air Separator Isolation Valve will need to be rotated 90 deg so valve handle is above the pipe and can fully rotate.
3. Make-up water meter: discussed where meter could be installed (limited options)
4. Rasmussen is reviewing option to move loop dP sensor further away from mechanical room to a more serviceable location (about 40 ft); indicated location is very busy above ceiling..
5. Rasmussen talked with Albiero about where they need new temp sensor wells.
6. Plate and Frame Heat Exchanger: Tom mentioned that when it was cleaned it wasn't too dirty but did have some rust. Talked about need for servicing basket strainer consistently to keep heat exchanger clean.
7. Appears more new 4" piping is required than indicated. Talked about new 4" pipe appears needed from the bypass side of HWS 3-way valve back to boiler. UH-1 will tap off of this new HWS and return to HWR.
8. Lighting Controls: Two circuits to be EC to put a logger on each of the 2 circuits.

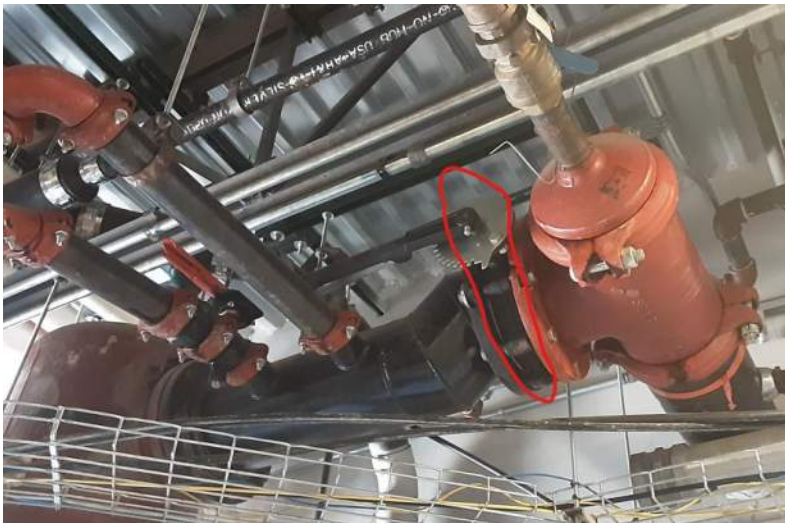
Questions:

1. Are existing water temperature sensors supposed to be replaced? Sheet M500 shows temperature sensors in Bold text (indicating new) while sheet M400 sensors are lighter tone.
2. Jacketing serving exposed cooling tower PVC pipe is in very poor condition. PVC exposed to sunlight can become brittle, is this pipe jacket to be replaced?

Pipe is being replaced.

Submittal 23 0900-1 shows new temperature sensors are in the project.
Two sensors are to be reused.

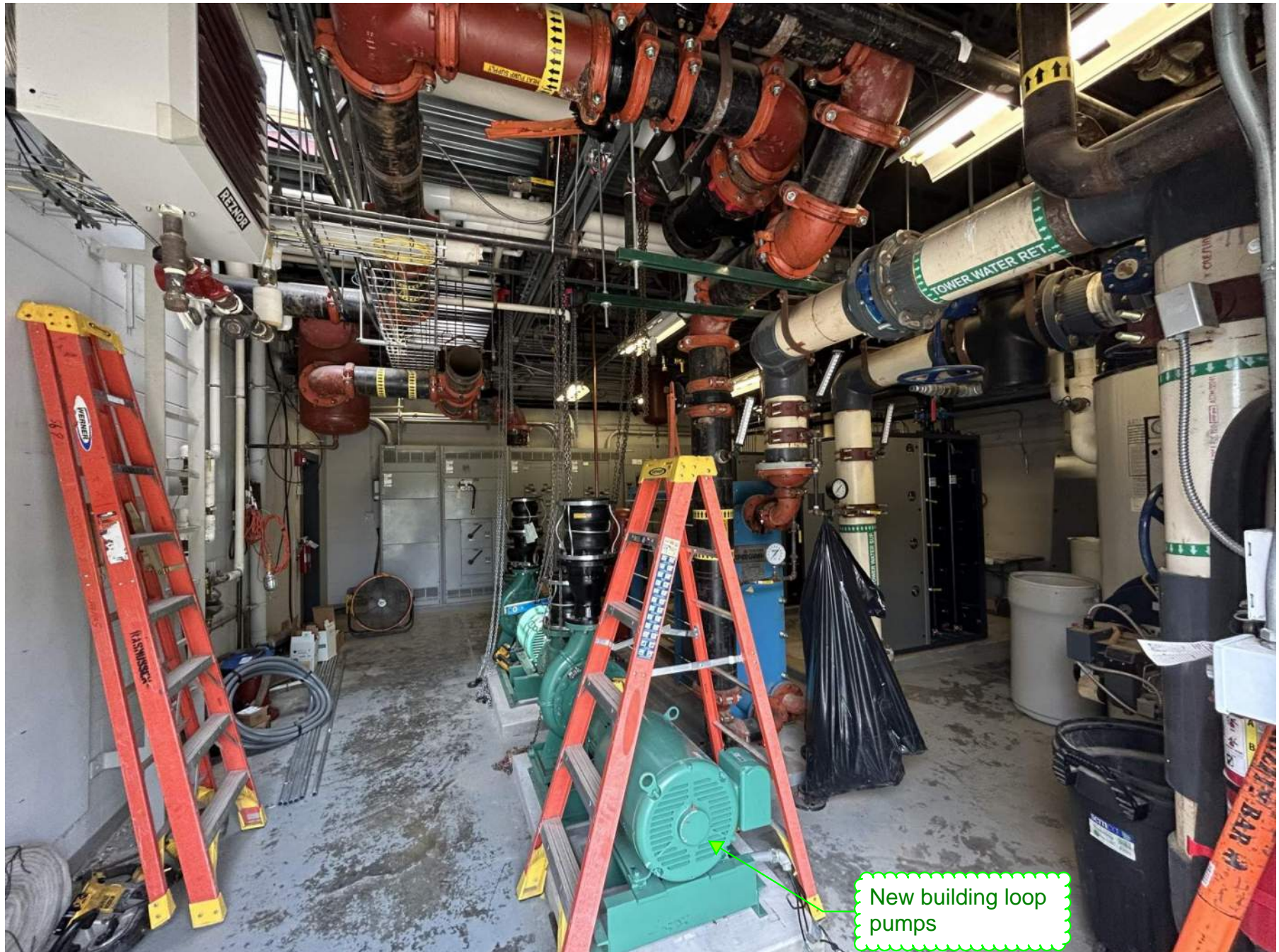
ELEVATE the
HUMAN EXPERIENCE
THROUGH DESIGN



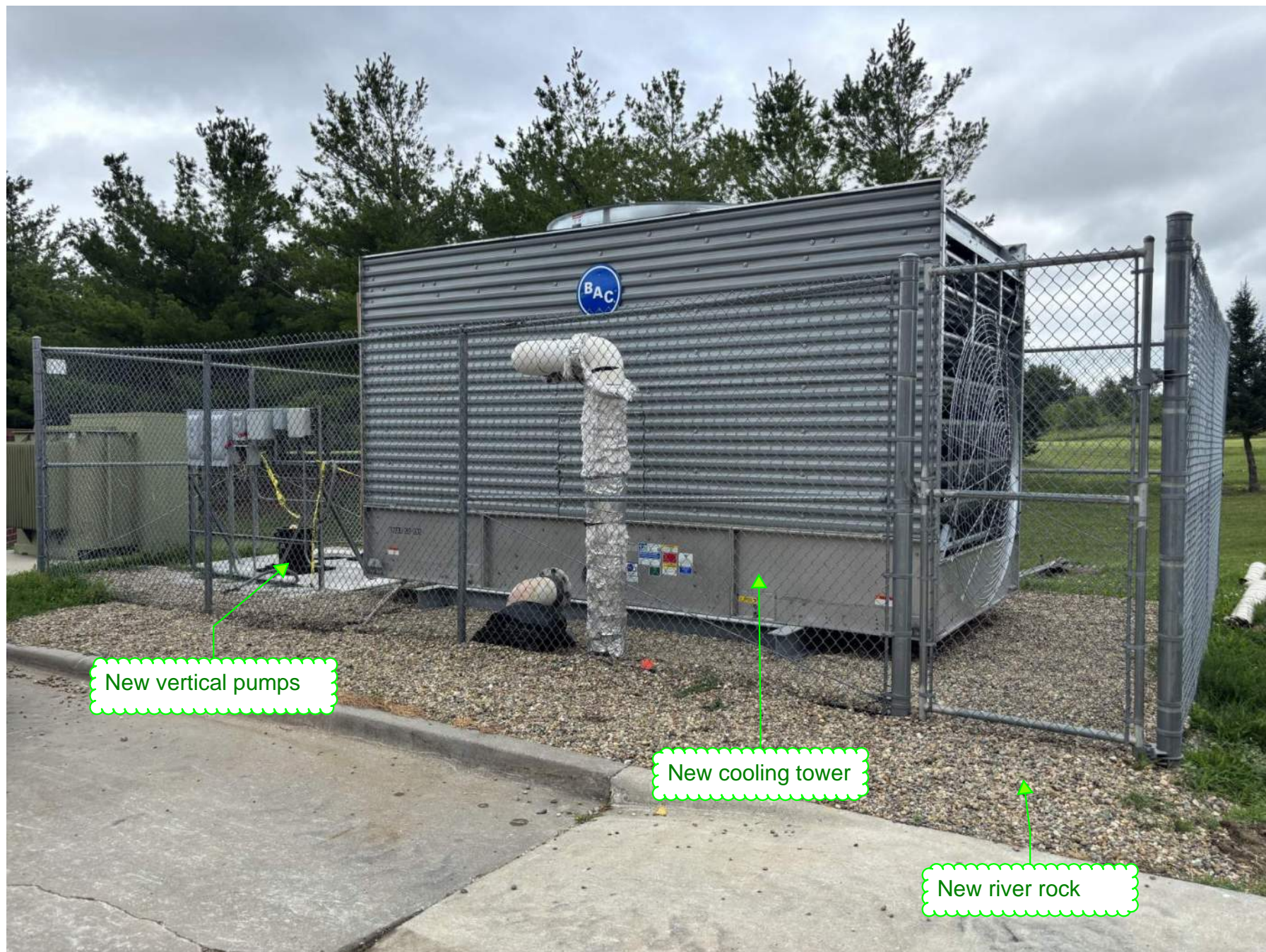
ELEVATE *the*
HUMAN EXPERIENCE
THROUGH DESIGN

DLR Group, inc. (an Iowa Corporation)

Gerry Wilwerding, P.E., QCxP
Mechanical Engineer





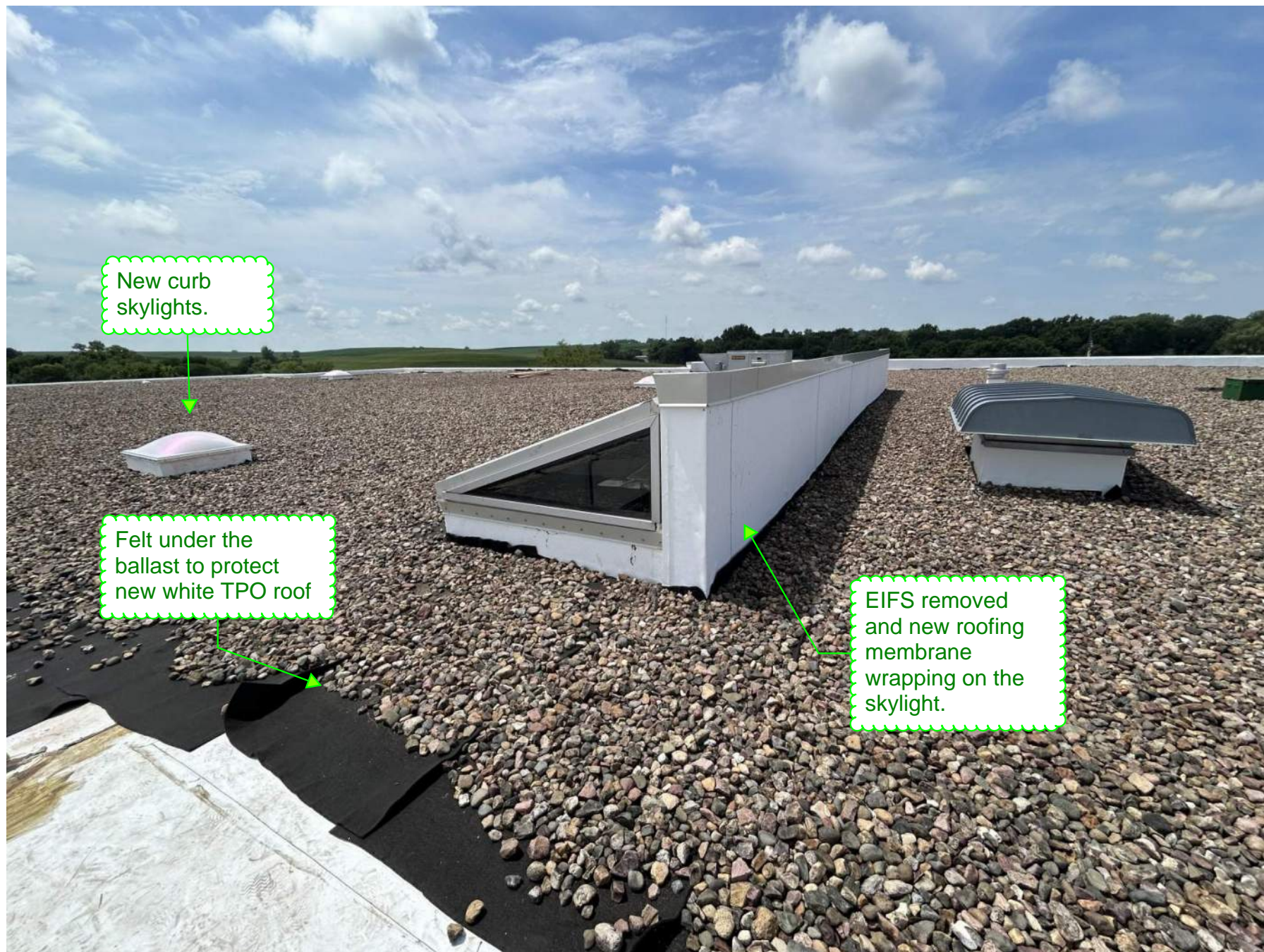




July 03, 2025 1:03 PM



EIFS has been removed and new weather resistant barrier installed.





Acoustic Treatment Replacement

BORD166212

Prepared: Shenandoah High School
Attention: Alex Dailey
Proposal Date: 7/17/2025

Prepared By: Sean Hardin
Phone: 973-284-7341
Email: sean.hardin@cti.com

Acoustic Treatment Replacement – Revised – Treatment Only

Manufacturer	P/N	Description	Qty	Unit Price	Ext. Price
General: \$12,267.09					
NESP	Penetrations	Panel penetrations for lights, outlets, speakers, switches, or anything else. Priced per penetration.	16.00	\$52.94	\$847.04
NESP	Traditional 1" Panels	South Wall	1.00	\$2,913.61	\$2,913.61
NESP	Traditional 1" Panels	Returns (East Wall)	1.00	\$199.63	\$199.63
NESP	Z-Clips	Wall mounting hardware for REVRB Acoustic Panels. Price per set of clips. Mounting screw/anchors not included.	274.00	\$1.88	\$515.12
NESP	Traditional 1" Panels	East Wall	1.00	\$2,542.49	\$2,542.49
NESP	Traditional 1" Panels	West Wall	1.00	\$2,593.02	\$2,593.02
NESP	Traditional 1" Panels	North Wall	1.00	\$2,656.18	\$2,656.18

Subtotal: \$12,267.09
Freight: \$674.69
Tariff: \$0.00
Tax: ~~\$736.03~~
Grand Total: ~~\$13,677.81~~

\$12,941.78



Proposal Acceptance

Standard Disclaimer

Warranty: Manufacturer warranties apply.

Terms: 60/30/10 billing.

No Services Included.

STATEMENT: This proposal is the property of CTI ® and is delivered with the sole intent of being viewed by management of Shenandoah High School for evaluation purposes. This proposal represents equipment only. No services are provided in the scope of this proposal and it is not intended to represent a complete working system. This proposal, or any part of this proposal, is not to be presented to or viewed by any other party, vendor, or CTI competitor, without the written consent of CTI. Any effort to breach this intent is considered a violation of copyright law. This proposal is valid for fourteen (14) days.

Terms are NET 30 with approved credit. For orders that exceed ten thousand dollars; 60% to initiate order, 30% upon substantial completion, and 10% upon completion, or progress billing based on purchase agreement at time of order. Payments made by credit card are subject to a 3.0% fee.

All applicable taxes are the responsibility of the purchaser and will be added to the final invoice. Any cancelled orders or returns are subject to manufacturer acceptance; shipping and restocking fees may apply. This proposal is valid for fourteen (14) days.

Taxes and Tariffs

Shenandoah High School is responsible for all applicable taxes, including but not limited to sales tax, value-added tax (VAT), and goods and services tax (GST), as well as any import duties, tariffs, and customs fees imposed by the destination location. These charges are not included in the product price or freight and must be paid by Shenandoah High School. The Seller will provide all necessary documentation for customs clearance, and both parties agree to comply with all relevant laws and regulations regarding these charges.

Bill to

Shenandoah High School
304 West Nishna Road
Shenandoah, IA 51601

Ship to

Shenandoah High School
304 West Nishna Road
Shenandoah, IA 51601

Total

BORD166212 – \$13,677.81

Agreed and Accepted by:

Customer Signature

Printed Name

Title

Date

Sean Hardin

CTI Signature

Sean Hardin
Printed Name

Design Consultant

Title

7/17/2025

Date

Policy 503.09: Student Use of Personal Electronic Devices

Status: 2nd

Original Adopted Date: 09/05/2024 | **Last Revised Date:** 03/25/2025 | **Last Reviewed Date:** 03/25/2025

In order to promote the best educational experience, students should feel connected to their educational environment and to others in the school community. Building meaningful connections can occur in a variety of ways. Technology has advanced peoples' ability to connect with one another across a variety of virtual platforms, and when used appropriately, adds value to the learning environment. However, it is vital to the developmental health and growth of students that the district provides opportunities for students to connect with peers and other members of their school community in-person whenever possible. In-person learning and interactions teach vital life and social skills that students will need for their continued success in the community.

For this reason, student use of personal electronic devices during instructional time is prohibited. Students have access to district-owned electronic devices as appropriate for the instructional needs of the learning environment and authorized by the classroom teacher. Parents or guardians who need to communicate with students during instructional time may contact the school building administrative office.

Instructional time is defined to mean periods of classroom instruction from the beginning of class bell until the end of class bell; include lunch, recess, and passing periods.

Personal electronic devices means any device that is capable of electronically communicating, sending, receiving, storing, recording, reproducing and/or displaying information and data. This may include but is not limited to electronic communication equipment, mobile phones, smart phones, video game devices and portable media players. Students may wear smart or electronic watches but may not use any communication applications or features that are prohibited from use on other electronic devices and all notifications must be turned off. Personal electronic devices that have been specifically authorized under a current individual education plan (IEP), a Section 504 plan, or an Individual Health Plan (IHP) are exempt from this policy.

Parents or guardians of students may request to building level administration that a student retain access to the student's personal electronic device during instructional time if the parent or guardian can establish there is a legitimate reason related to the student's mental or physical health for the student to retain access during instructional time. This reason must be tied to the student's multi-tiered system of support framework. Any denials may be appealed to the Superintendent, who will be the final decisionmaker on the request.

Students who choose to use personal electronic devices outside instructional time but while on school property, at school-sponsored events, or in a manner that may impact the educational environment must use these devices in accordance with all applicable laws and board policies. Students who violate this policy may face disciplinary consequences up to and including suspension or expulsion. The Superintendent, in conjunction with building level administration, will develop administrative regulations in accordance with this policy.

Legal References:

16 C.F.R. 312

34 C.F.R. pt. 99

47 C.F.R. 54.520

Iowa Code 279.8

I.C. Iowa Code

Iowa Code § 279.8

Description

[Directors - General Rules - Bonds of Employees](#)

C.F.R. - Code of Federal Regulations

16 C.F.R. 312

Description

[Children's Online Privacy Protection Rule](#)

34 C.F.R. Pt. 99

[Education - Family Rights and Privacy](#)

47 C.F.R. 54.520

[Communications - Children's Internet Protection Act](#)

Cross References

Code

401.12

Description

[Employee Use of Cell Phones](#)

401.12-R(1)

[Employee Use of Cell Phones - Regulation](#)