

Shenandoah Community School District Board of Directors
Shenandoah Administrative Board Room
May 13, 2019 – 5:00 p.m.

Board Agenda

1. Call to Order
2. Roll Call and Determination of Quorum
3. Mission Statement: Read by Director Kip Anderson
 - a. *The Shenandoah Community School District, in partnership with families and the community, will provide each student an educational environment that maximizes his or her potential to become responsible, successful citizens and lifelong learners in an ever-changing world.*
4. Public Hearing – Budget Amendment FY19
5. Welcome to Audience
6. Public Forum
7. Administrative Reports
 - a. Partnership with Pella Corp.
8. Consent Agenda
 - a. Minutes
 - b. Treasurer's Report
 - i. Account Balances
 - ii. Unspent Authorized Budget Report
 - iii. Accounts Payable
 - c. Personnel Requests

Contracts:

(2019-2020)

Holly Olson	1/2 9 th Grade Sponsor	\$373
Jennifer Chapa	1/2 9 th Grade Sponsor	\$373

Resignations:

Jill Stevenson	PS Associate	effective end of school year
Lori Knight	HS Associate	effective May 2, 2019

Summer Camp Instructors @ \$25/hr:

Trina Baldwin	Betsy Max
Jennifer Housman	Jenny Stephens
Robynn Manley	Theresa Swank

Summer Camp Associates @ \$15/hr:

Crystal Dooley	Bill Novinger
Megan Dukes	Holly Olson
Hailey Johnson	Susan Opal
Tammy Lauman	Jill Stevenson
Kim Leininger	Kristi Vance
Pam Nebel	Sonia Willers
Jacqie Nelson	

- d. Fundraising Requests
*on attached sheet

- e. Grant Requests
 - i. American Chemical Society Grant to be used for Laboratory Supplies
 - f. Out of State Travel Requests
 - i. First Grade to the Omaha Children’s Museum in Omaha, Nebraska on May 23, 2019
9. Action Items
- a. Approve Budget Amendment for FY19
 - b. Approve purchase of Auditor Service with Nolte, Cornman and Johnson for 3 years ending on 6/30/21
 - c. Approve contract with Shenandoah Medical Center for Workplace Wellness Solution
 - d. Approve Shared Automotive Teaching Position with Sidney Community School District
 - e. Approve Sharing Agreement for School Business Manager with South Page Community School District
 - f. Approve 28E Sharing Agreement for ELL Teacher with Clarinda Community School District
 - g. Approve Memorandum of Understanding with Fremont-Mills CSD for Health Care instructional services and programs
 - h. Approve transfer of funds from General Fund to Nutrition Fund in the amount of \$30,000
 - i. Approve Contract with Carl A. Nelson and Co for Construction Management Services
 - j. Approve Return to Play Concussion Protocol Resolution
10. Informational Items

Next Regular Meeting –June 10, 2019 at 5:00 P.M.

11. Adjournment

Shenandoah Community School District
Minutes of the Regular Meeting of the Board of Directors – April 8, 2019
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 Kip Anderson, Jean Fichter, Kathy Langley and Adam Van Der Vliet. Also present were Superintendent Dr. Kerri Nelson, School Business Official Sherri Ruzek and Board Secretary Lisa Holmes. Absent was Director Greg Ritchey.

Mission Statement:

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

Public Hearing – Proposed Budget FY20:

The public hearing was opened at 5:01 pm. There was no public comment and the hearing was closed at 5:02.

Welcome to Audience:

Board President Jean Fichter welcomed everyone to the meeting.

Open Forum:

None

Administrative Reports:

HS PBIS – PBIS team members Linda Laughlin and Kerra Ratliff gave a presentation on the ways PBIS is being implemented at the high school.

Consent Agenda:

Approve the consent agenda to include previous minutes, the financial accounts and the payment of bills. Personnel Requests: Contracts 2018-19: Ashley Pease, PT Food Service – \$12.57/hr; Ashley Pease, Summer Facility/Grounds - \$12.60/hr; Debra Halbfass, PT Food Service – \$11.57/hr probationary; Jacquelyn Sunderman, Intramural Soccer Sponsor - \$25/hr; Jenifer Smalley, FT Food Service - \$11.57/hr probationary; Kelsey Heintz – Intramural Soccer Sponsor - \$25/hr. Contracts 2019-20: Angie Trowbridge, MS Cheer Sponsor - \$1,093; Darin Pease, Head Bowling Coach - \$4,560 pending licensing requirements are met; Emma Martin, HS Dance Coach - \$1,864; Jay Soderberg, 5th Grade Teacher – BA Step 7/\$44,930; Jay Soderberg, Asst. Boys Basketball Coach - \$3,542; Molly Roberts, Asst. Volleyball Coach - \$3,542; Tom Foutch, Asst. Bowling Coach - \$3,542; Zach Dotzler, Spring Play Sponsor - \$1,678. Resignations: Janie Stearns, MS Associate; Mary Karr, 3rd Grade Teacher; Traci Regan, Kindergarten Teacher – effective end of school year; Ryan Matheny, HS Asst. Baseball Coach – effective immediately. Transfers 2018-19: Kristin Edwards, PS Associate to Food Service Director - \$45,000. Transfers 2019-20: Kelly Shaffer, 4th Grade to 6th Grade; Kerra Ratliff, HS Home/School Liaison to K8 Home/School Liaison; Maria Blake, 2nd Grade to MS Master Teacher. Fundraising Requests: on attached sheet. Out of State Travel Requests: on attached sheet. Grant Requests: Travel Grant with Iowa STEM and possibly Kiewit for robotics to attend the FRC Championship in Detroit. Approve the list of graduates for May 2019 pending all requirements are met. Motion to Approve by Director Van Der Vliet, 2nd by Director Langley. 4 Ayes with Director Ritchey absent – Motion passes.

Action Items:

Approve FY20 Budget. Motion by Director Van Der Vliet, 2nd by Director Langley. 4 Ayes with Director Ritchey absent – Motion passes.

Approve SU Insurance Environmental Control Components for \$49,499. Motion by Director Langley, 2nd by Director Van Der Vliet. 4 Ayes with Director Ritchey absent – Motion passes.

Approve AEA Purchasing Agreement for Food, Ware Wash and Small Wares for 2019-20. Motion by Director Langley, 2nd by Director Van Der Vliet. 4 Ayes with Director Ritchey absent – Motion passes.

Approve Settlement with SSA+ for FY20 to include a multi-year (2) contract that will reopen on an annual basis for the limited purpose of negotiating base wage in the wages-salaries section of the Master Contract; a \$.35 per hour increase of base wage employees for all classifications; a \$.35 per hour base wage increase for all classifications except bus driver route pay; an increase in bus driver route pay by \$2.00 per route (\$36.30); bus drivers will be paid for required meetings, for a total package increase of 2.58%. Motion by Director Van Der Vliet, 2nd by Director Langley. 4 Ayes with Director Ritchey absent – Motion passes.

Approve a stipend of \$40 per month of employment for bus drivers with a CDL Class A or B with Passenger/School Bus/Air Brake endorsement on their license. Motion by Director Van Der Vliet, 2nd by Director Langley. 4 Ayes with Director Ritchey absent – Motion passes.

Approve a 2.5% base increase for administrators and supervisors and non-negotiated salary positions (Home/School Liaison, K-8 Nurse, May Mentoring Coordinator) but does not include newly hired staff. Motion by Director Van Der Vliet, 2nd by Director Langley. 4 Ayes with Director Ritchey absent – Motion passes.

Approve a 2.5% base increase for the Superintendent. Motion by Director Langley, 2nd by Director Van Der Vliet. 4 Ayes with Director Ritchey absent – Motion passes.

Approve a \$.35/hour increase for central office hourly support staff. Motion by Director Langley, 2nd by Director Van Der Vliet. 4 Ayes with Director Ritchey absent – Motion passes.

Approve tuition reimbursement for supervisors and administrators limited to a 3 hour college class a year in a relevant field. Motion by Director Langley, 2nd by Director Van Der Vliet. 4 Ayes with Director Ritchey absent – Motion passes.

Approve Student/Parent Handbook for 2019-20. Motion by Director Van Der Vliet, 2nd by Director Langley. 4 Ayes with Director Ritchey absent – Motion passes.

Approve purchasing a 77 passenger bus for \$92,992 and an 84 passenger for \$128,967 from School Bus Sales. Motion by Director Langley, 2nd by Director Van Der Vliet. 4 Ayes with Director Ritchey absent – Motion passes.

Approve the creation of 2 full-time hourly driving positions. Motion by Director Langley, 2nd by Director Van Der Vliet. 4 Ayes with Director Ritchey absent – Motion passes.

Approve a 3 year renewal agreement with Timberline Billing Service for Medicaid reimbursement. Motion by Director Langley, 2nd by Director Van Der Vliet. 4 Ayes with Director Ritchey absent – Motion passes.

Discussion Items:

Review contract with Carl A. Nelson and Company for construction management: Dr. Nelson informed the board that the contract is currently being reviewed by the district attorney and will be an action item on a future board agenda.

Next Board Meeting: Special Meeting – April 22, 2019 at 10:00 a.m., Regular Meeting – May 13, 2019 at 5:00 p.m.

Adjournment at 5:24 pm. Motion by Director Van Der Vliet, 2nd by Director Langley. 4 Ayes with Director Ritchey absent – Motion passes.

Board Secretary

Board President

Shenandoah Community School District
Minutes of the Special Meeting of the Board of Directors – April 22, 2019
Administration Board Room

Call to Order:

Board President Jean Fichter called the meeting to order at 10:02 a.m.

Roll Call:

Roll Call was answered by Directors Jean Fichter, Kathy Langley (via phone), and Adam Van Der Vliet (via phone). Also present were Superintendent Dr. Kerri Nelson and Board Secretary Lisa Holmes. Absent were Directors Kip Anderson and Greg Ritchey.

Public Hearing: Windows Project

The public hearing regarding the window project was opened at 10:02. The hearing was closed at 10:03 as no public was present.

Consent Agenda:

Approve Personnel Requests - Contracts 2018-19: Mark Nelson, Night Custodian - \$13.60/hr probationary; Curtis Osborn, HS Asst. Baseball Coach - \$3,516 pending final licensing requirements are met. Contracts 2019-20: Catherine Reafleng, Kindergarten – BA Step 2/\$38,555; Jessica Doyle, Kindergarten – BA Step 1/\$37,280; Madison Beeck, 3rd Grade – BA Step 1/\$37,280; Madison Johnson, 4th Grade – BA Step 1/\$37,280; Molly Roberts, 2nd Grade – MA Step 7/\$48,260; Natalie Denton, HS Home/School Liaison - \$31,945. Resignations: Jacquelyn Sunderman, Kindergarten; Tiffany Stanton, 9th Grade Sponsor – effective end of school year. Motion to approve by Director Langley, 2nd by Director Van Der Vliet. 3 Ayes with Directors Anderson and Ritchey absent – Motion passes.

Action Items:

Director Van Der Vliet moved to accept the bid from The Wilson Group of \$335,630 for the Window Replacement Project. Director Langley seconded the motion. 3 Ayes with Directors Anderson and Ritchey absent – Motion passes.

Next Board Meeting: Regular Meeting – May 13, 2019 at 5:00 p.m.

Adjournment at 10:06 a.m. Motion by Director Langley, 2nd by Director Van Der Vliet. 3 Ayes with Directors Anderson and Ritchey absent – Motion passes.

Board Secretary

Board President

SHENANDOAH ACCOUNT BALANCES		April				
ACCOUNT	JULY	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER
General Fund (10)						
Beg Balance Checking (Century)	\$731,355.95	\$614,292.70	\$157,455.18	\$128,642.93	\$508,256.64	\$206,504.02
Beg Balance Savings (Century)	\$2,963,668.37	\$2,389,351.25	\$2,146,569.97	\$2,576,369.63	\$3,120,021.16	\$3,391,818.49
Revenues	\$203,516.43	\$80,425.92	\$1,352,737.62	\$1,905,569.52	1,002,941.75	\$1,093,473.96
Expenditures	-\$894,896.80	-\$345,176.12	-\$966,872.04	-\$982,143.04	-1,009,487.13	-\$1,033,579.63
End Balance Checking (Century)	\$614,292.70	\$157,455.18	\$128,642.93	\$508,256.64	206,504.02	\$7,905.63
End Balance Savings (Century)	\$2,389,351.25	\$2,146,569.97	\$2,576,369.63	\$3,120,021.16	3,391,818.49	\$3,651,748.21
Total General Fund	\$3,003,643.95	\$2,304,025.15	\$2,705,012.56	\$3,628,277.80	\$3,598,322.51	\$3,659,653.84
Management Fund (22)						
Beg Balance Checking (Century)	\$317.80	\$6,632.76	\$2,417.06	\$4,180.71	\$1,548.88	\$2,743.88
Beg Balance Savings (Century)	\$291,246.83	\$61,299.35	\$61,345.87	\$163,099.58	\$380,884.64	\$415,397.61
Revenues Checking	\$58.11	\$49.62	\$126,760.36	\$217,787.23	\$51,799.97	\$22,616.15
Expenditures Checking	-\$223,690.63	-\$4,218.80	-\$23,243.00	-\$2,634.00	-\$16,092.00	-\$23,243.00
End Balance Checking (Century)	\$6,632.76	\$2,417.06	\$4,180.71	\$1,548.88	\$2,743.88	\$4,510.60
End Balance Savings (Century)	\$61,299.35	\$61,345.87	\$163,099.58	\$380,884.64	\$415,397.61	\$413,004.04
Total Management Fund	\$67,932.11	\$63,762.93	\$167,280.29	\$382,433.52	\$418,141.49	\$417,514.64
SAVE Fund (33)						
Beg Balance Checking (Century)	\$491,908.84	\$491,208.55	\$460,077.90	\$217,217.18	\$201,261.74	\$123,178.73
Beg Balance Savings (Century)	\$1,535,701.55	\$1,587,190.71	\$1,639,186.41	\$1,690,933.66	\$1,743,042.03	\$1,862,410.73
Revenues Checking	\$86,654.25	\$87,474.94	\$86,990.44	\$87,312.18	154,490.44	\$90,130.58
Expenditures Checking	-\$35,865.38	-\$66,609.89	-\$278,103.91	-\$51,159.25	-113,204.75	-\$44,733.08
End Balance Checking (Century)	\$491,208.55	\$460,077.90	\$217,217.18	\$201,261.74	123,178.73	\$113,576.16
End Balance Savings (Century)	\$1,587,190.71	\$1,639,186.41	\$1,690,933.66	\$1,743,042.03	1,862,410.73	\$1,917,410.80
Total SAVE Fund	\$2,078,399.26	\$2,099,264.31	\$1,908,150.84	\$1,944,303.77	\$1,985,589.46	\$2,030,986.96
PPEL Fund (36)						
Beg Balance Checking (Century)	\$192,843.17	\$117,509.08	\$40,298.42	\$28,645.82	\$38,538.65	\$95,353.30
Beg Balance Savings (Century)	\$268,704.39	\$273,867.53	\$53,908.41	\$58,917.02	\$63,789.39	-\$2,533.44
Revenues Checking	\$5,262.16	\$58.85	\$35,012.38	\$54,889.51	\$13,680.10	\$152,489.98
Expenditures Checking	-\$75,433.11	-\$292,831.63	-\$42,559.89	-\$40,124.31	-\$23,188.28	-\$11,436.83
Expenditures Accts Pay						
End Balance Checking (Century)	\$117,509.08	\$40,298.42	\$28,645.82	\$38,538.65	\$95,353.30	\$84,097.76
End Balance Savings (Century)	\$273,867.53	\$53,908.41	\$58,917.02	\$63,789.39	-\$2,533.44	\$149,775.25
Total PPEL Fund	\$391,376.61	\$94,206.83	\$87,562.84	\$102,328.04	\$92,819.86	\$233,873.01
Debt Service Fund (40)						
Beg Balance Checking (Century)	\$1,534.27	\$1,534.27	\$1,536.24	\$1,538.69	\$1,540.84	-\$325,057.47
Beg Balance Savings (Century)	\$538,356.80	\$173,911.32	\$174,043.30	\$285,558.83	\$479,104.51	\$524,382.32
Beg Balance Fiscal Agent (Century)	\$48,754.53	\$83,554.17	\$118,485.58	\$153,428.07	\$188,481.13	\$223,538.92
Revenues Checking	\$39,361.16	\$35,065.36	\$146,460.47	\$228,600.89	\$80,337.29	\$54,801.71
Expenditures Checking	-\$369,007.00	\$0.00			-\$326,600.00	\$0.00
Transfer						
End Balance Checking (Century)	\$1,534.27	\$1,536.24	\$1,538.69	\$1,540.84	-\$325,057.47	\$45,455.00
End Balance Savings (Century)	\$173,911.32	\$174,043.30	\$285,558.83	\$479,104.51	\$524,382.32	\$173,548.03
End Balance Fiscal Agent (Century)	\$83,554.17	\$118,485.58	\$153,428.07	\$188,481.13	\$223,538.92	\$258,662.45
Total Debt Service Fund	\$258,999.76	\$294,065.12	\$440,525.59	\$669,126.48	\$422,863.77	\$477,665.48
Total Checking Acct 1	\$1,231,177.36	\$661,784.80	\$380,225.33	\$751,146.75	\$102,722.46	\$255,545.15
Total Savings Acct 1	\$4,485,620.16	\$4,075,053.96	\$4,774,878.72	\$5,786,841.73	\$6,191,475.71	\$6,305,486.33

SHENANDOAH ACCOUNT BALANCES						
ACCOUNT	JANUARY	FEBRUARY	MARCH	APRIL	MAY	JUNE
General Fund (10)						
Beg Balance Checking (Century)	\$7,905.63	\$466,791.43	\$65,490.19	\$99,380.01		
Beg Balance Savings (Century)	\$3,651,748.21	\$3,034,715.63	\$3,265,237.13	\$3,182,296.88		
Revenues	\$916,428.68	\$1,015,015.39	\$995,001.12	\$1,757,476.65		
Expenditures	-\$1,079,253.56	-\$1,187,232.13	-\$1,043,757.67	-\$1,026,639.96		
End Balance Checking (Century)	\$466,791.43	\$65,490.19	\$99,380.01	\$110,167.16		
End Balance Savings (Century)	\$3,034,715.63	\$3,265,237.13	\$3,182,296.88	\$3,905,564.86		
Total General Fund	\$3,501,507.06	\$3,330,727.32	\$3,281,676.89	\$4,015,732.02	\$0.00	\$0.00
Management Fund (22)						
Beg Balance Checking (Century)	\$4,510.60	\$1,513.93	\$1,518.97	\$3,284.49		
Beg Balance Savings (Century)	\$413,004.04	\$400,717.27	\$408,655.63	\$416,933.61		
Revenues Checking	\$17,716.56	\$7,943.40	\$33,286.50	\$199,590.91		
Expenditures Checking	-\$33,000.00	\$0.00	-\$23,243.00	\$0.00		
End Balance Checking (Century)	\$1,513.93	\$1,518.97	\$3,284.49	\$3,293.72		
End Balance Savings (Century)	\$400,717.27	\$408,655.63	\$416,933.61	\$616,515.29		
Total Management Fund	\$402,231.20	\$410,174.60	\$420,218.10	\$619,809.01	\$0.00	\$0.00
SAVE Fund (33)						
Beg Balance Checking (Century)	\$113,576.16	\$101,707.42	\$102,046.09	\$96,472.40		
Beg Balance Savings (Century)	\$1,917,410.80	\$1,972,687.11	\$2,026,156.07	\$2,079,798.77		
Revenues Checking	\$90,385.48	\$88,693.30	\$88,778.59	\$88,766.38		
Expenditures Checking	-\$46,977.91	-\$34,885.67	-\$40,709.58	-\$84,193.25		
End Balance Checking (Century)	\$101,707.42	\$102,046.09	\$96,472.40	\$47,297.39		
End Balance Savings (Century)	\$1,972,687.11	\$2,026,156.07	\$2,079,798.77	\$2,133,546.91		
Total SAVE Fund	\$2,074,394.53	\$2,128,202.16	\$2,176,271.17	\$2,180,844.30	\$0.00	\$0.00
PPEL Fund (36)						
Beg Balance Checking (Century)	\$84,097.76	\$79,058.95	\$76,411.35	\$64,734.38		
Beg Balance Savings (Century)	\$149,775.25	\$154,251.67	\$217,053.80	\$226,368.04		
Revenues Checking	\$4,650.15	\$63,055.72	\$9,482.14	\$50,562.76		
Expenditures Checking	-\$5,212.54	-\$2,901.19	-\$11,844.87	-\$21,068.12		
Expenditures Accts Pay						
End Balance Checking (Century)	\$79,058.95	\$76,411.35	\$64,734.38	\$43,789.00		
End Balance Savings (Century)	\$154,251.67	\$217,053.80	\$226,368.04	\$276,808.06		
Total PPEL Fund	\$233,310.62	\$293,465.15	\$291,102.42	\$320,597.06	\$0.00	\$0.00
Debt Service Fund (40)						
Beg Balance Checking (Century)	\$45,455.00	\$0.00	\$0.00	\$0.00		
Beg Balance Savings (Century)	\$173,548.03	\$188,960.18	\$195,736.43	\$227,010.69		
Beg Balance Fiscal Agent (Centu	\$258,662.45	\$293,851.40	\$329,039.16	\$364,281.48		
Revenues Checking	\$50,601.10	\$41,964.01	\$67,516.58	\$212,777.61		
Expenditures Checking	-\$45,455.00	\$0.00	-\$1,000.00	\$0.00	-\$319,700.00	\$0.00
Transfer						
End Balance Checking (Century)	\$0.00		\$0.00	\$318,450.00		
End Balance Savings (Century)	\$188,960.18	\$195,736.43	\$227,010.69	\$86,025.94		
End Balance Fiscal Agent (Centu	\$293,851.40	\$329,039.16	\$364,281.48	\$399,593.84		
Total Debt Service Fund	\$482,811.58	\$524,775.59	\$591,292.17	\$804,069.78	\$0.00	\$0.00
Total Checking Acct 1	\$649,071.73	\$245,466.60	\$263,871.28	\$522,997.27	#REF!	#REF!
Total Savings Acct 1	\$5,751,331.86	\$6,112,839.06	\$6,132,407.99	\$7,018,461.06	#REF!	#REF!

SHENANDOAH ACCOUNT BALANCES		April				
Total Savings Acct 15	\$83,554.17	\$118,485.58	\$153,428.07	\$188,481.13	\$223,538.92	\$258,662.45
Grand Total Acct 1	\$5,800,351.69	\$4,855,324.34	\$5,308,532.12	\$6,726,469.61	\$6,517,737.09	\$6,819,693.93
Reconciliation						
Bank Statement Checking (Centur	\$1,305,684.97	\$904,407.36	\$568,638.79	\$998,597.11	\$308,221.69	\$397,315.67
Bank Statement Savings (Century)	\$4,485,871.56	\$4,075,053.96	\$4,774,878.72	\$5,786,841.73	\$6,191,475.71	\$6,305,486.33
Bank Statement Fiscal Agent (Cen	\$83,554.17	\$118,485.58	\$153,428.07	\$188,481.13	\$223,538.92	\$258,662.45
Less Outstanding Checks	-\$74,759.01	-\$242,622.56	-\$188,113.46	-\$247,450.36	-\$205,499.23	-\$142,340.28
Outstanding Deposits/GJE	\$0.00		-\$300.00			\$569.76
Total Reconciliation	\$5,800,351.69	\$4,855,324.34	\$5,308,532.12	\$6,726,469.61	\$6,517,737.09	\$6,819,693.93
Amount Reconciliation Off	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
ACCOUNT						
	JULY	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER
Activity Fund (21)						
Beg Balance Checking	\$9,790.09	\$4,567.95	\$5,366.71	-\$968.39	\$15,992.38	\$3,682.50
Beg Balance Savings	\$120,826.36	\$124,785.29	\$133,771.82	\$156,937.58	\$143,159.30	\$162,554.13
Revenues Savings	\$5,532.58	\$18,510.74	\$33,180.83	37224.95	\$35,402.02	\$18,349.47
Expenditures Checking	-\$6,795.79	-\$9,054.93	-\$16,350.17	-\$34,042.46	-\$28,317.07	-\$31,504.33
Expenditures Savings						
End Balance Checking	\$4,567.95	\$5,366.71	-\$968.39	\$15,992.38	\$3,682.50	\$2,338.14
End Balance Savings	\$124,785.29	\$133,771.82	\$156,937.58	\$143,159.30	\$162,554.13	\$150,743.63
Total Activity Fund	\$129,353.24	\$139,138.53	\$155,969.19	\$159,151.68	\$166,236.63	\$153,081.77
Scholarships (81)						
Beg Balance Checking	\$150.00	\$75.00	\$875.00	\$750.00	\$750.00	\$1,150.00
Beg Balance Savings	\$395,695.84	\$393,830.25	\$392,463.85	\$391,592.87	\$391,725.91	\$390,856.60
Revenues Savings	\$2,134.41	\$133.60	\$129.02	\$133.04	130.69	\$199.17
Expenditures Checking	-\$2,075.00	-\$700.00	-\$1,125.00		-600	-\$500.00
Expenditures Savings						
End Balance Checking	\$75.00	\$875.00	\$750.00	\$750.00	\$1,150.00	\$650.00
End Balance Savings	\$393,830.25	\$392,463.85	\$391,592.87	\$391,725.91	\$390,856.60	\$391,055.77
Total Scholarships	\$393,905.25	\$393,338.85	\$392,342.87	\$392,475.91	\$392,006.60	\$391,705.77
Agency Fund (91)						
Beg Bal Checking	-\$257.19	-\$257.19	\$242.81	\$214.74	\$141.91	\$107.41
Beg Bal Savings	\$2,144.36	\$2,144.36	\$1,644.36	\$1,644.36	\$1,824.06	\$1,847.06
Revenues Savings				\$179.70	\$23.00	\$139.00
Expenditures Checking			-\$28.07	-\$72.83	-\$34.50	-\$54.36
Expenditures Savings						
End Balance Checking	-\$257.19	\$242.81	\$214.74	\$141.91	\$107.41	\$53.05
End Balance Savings	\$2,144.36	\$1,644.36	\$1,644.36	\$1,824.06	\$1,847.06	\$1,986.06
Total Agency Fund	\$1,887.17	\$1,887.17	\$1,859.10	\$1,965.97	\$1,954.47	\$2,039.11
Total Checking Acct 2	\$4,385.76	\$6,484.52	-\$3.65	\$16,884.29	\$4,939.91	\$3,041.19
Total Savings Acct 2	\$520,759.90	\$527,880.03	\$550,174.81	\$536,709.27	\$555,257.79	\$543,785.46
Grand Total Acct 2	\$525,145.66	\$534,364.55	\$550,171.16	\$553,593.56	\$560,197.70	\$546,826.65

SHENANDOAH ACCOUNT BALANCES						
Total Savings Acct 15	\$293,851.40	\$329,039.16	\$364,281.48	\$399,593.84	\$0.00	\$0.00
Grand Total Acct 1	\$6,694,254.99	\$6,687,344.82	\$6,760,560.75	\$7,941,052.17	#REF!	#REF!
Reconciliation						
Bank Statement Checking	\$792,295.85	\$542,391.67	\$505,016.34	\$769,179.85		
Bank Statement Savings	\$5,751,901.62	\$6,112,839.06	\$6,132,407.99	\$7,018,461.06		
Bank Statement Fiscal Agent	\$293,851.40	\$329,039.16	\$364,281.48	\$399,593.84		
Less Outstanding Checks	-\$143,224.12	-\$296,925.07	-\$241,145.06	-\$246,182.58		
Oustanding Deposits/GJE	-\$569.76					
Total Reconciliation	\$6,694,254.99	\$6,687,344.82	\$6,760,560.75	\$7,941,052.17	\$0.00	\$0.00
Amount Reconciliation Off	\$0.00	\$0.00	\$0.00	\$0.00	#REF!	#REF!
ACCOUNT	JANUARY	FEBRUARY	MARCH	APRIL	MAY	JUNE
Activity Fund (21)						
Beg Balance Checking	\$2,338.14	\$16,970.18	\$13,540.02	\$1,243.63		
Beg Balance Savings	\$150,743.63	\$124,714.94	\$120,168.83	\$130,184.38		
Revenues Savings	\$13,975.05	\$20,578.56	\$15,016.54	\$30,202.77		
Expenditures Checking	-\$25,371.70	-\$28,554.83	-\$17,297.38	-\$24,317.01		
Expenditures Savings						
End Balance Checking	\$16,970.18	\$13,540.02	\$1,243.63	\$7,948.94		
End Balance Savings	\$124,714.94	\$120,168.83	\$130,184.38	\$129,364.83		
Total Activity Fund	\$141,685.12	\$133,708.85	\$131,428.01	\$137,313.77		
Scholarships (81)						
Beg Balance Checking	\$650.00	\$248.00	\$248.00	\$248.00		
Beg Balance Savings	\$391,055.77	\$389,254.56	\$389,433.72	\$389,632.17		
Revenues Savings	\$198.79	\$179.16	\$198.45	\$192.15		
Expenditures Checking	-\$2,402.00	\$0.00				
Expenditures Savings						
End Balance Checking	\$248.00	\$248.00	\$248.00	\$248.00		
End Balance Savings	\$389,254.56	\$389,433.72	\$389,632.17	\$389,824.32		
Total Scholarships	\$389,502.56	\$389,681.72	\$389,880.17	\$390,072.32		
Agency Fund (91)						
Beg Bal Checking	\$53.05	\$53.05	\$193.09	\$87.89		
Beg Bal Savings	\$1,986.06	\$2,019.06	\$1,970.97	\$2,298.47		
Revenues Savings	\$33.00	\$151.91	\$327.50	\$87.75		
Expenditures Checking	\$0.00	-\$59.96	-\$105.20	\$0.00		
Expenditures Savings						
End Balance Checking	\$53.05	\$193.09	\$87.89	\$3.17		
End Balance Savings	\$2,019.06	\$1,970.97	\$2,298.47	\$2,386.22		
Total Agency Fund	\$2,072.11	\$2,164.06	\$2,386.36	\$2,389.39		
Total Checking Acct 2	\$17,271.23	\$13,981.11	\$1,579.52	\$8,200.11	\$0.00	\$0.00
Total Savings Acct 2	\$515,988.56	\$511,573.52	\$522,115.02	\$521,575.37	\$0.00	\$0.00
Grand Total Acct 2	\$533,259.79	\$525,554.63	\$523,694.54	\$529,775.48	\$0.00	\$0.00

SHENANDOAH COMMUNITY SCHOOL DISTRICT
EXPENDITURES/EXPENSES TO CERTIFIED BUDGET COMPARISON
THROUGH APRIL 2019

	FUNCTION	GENERAL	MGMNT	AGENCY	PPEL	TRUST FUND	ACTIVITY	
OTHER {	INSTRUCTION	1XXX	\$5,619,454.70	\$120,516.36	\$439.64		\$215,655.47	
	SUPPORT SERVICES	2XXX	\$2,884,431.11	\$204,410.37		\$7,402.00		
	NON-INSTRUCTIONAL	3XXX		\$24,437.70				
	FACILITIES ACQ & CONST	4XXX						
	DEBT	5XXX						
	AEA FLOW THROUGH	6100	\$392,025.00					
	TRANSFERS	62XX						
	AUDITOR ADJ	69xx						
	TOTAL		\$8,895,910.81	\$349,364.43	\$439.64	\$516,496.17	\$0.00	\$7,402.00
	PUBLISHED BUDGET		\$13,403,404.00	\$375,000.00	\$0.00	\$755,000.00	\$0.00	\$300,000.00
% USED		66.37%	93.16%	#DIV/0!	68.41%	#DIV/0!	71.89%	

% avg/mo/calc - 100%/12 mo X # months illustrated

0.00%

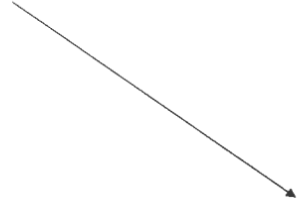
	FUNCTION	SAVE	DEBT SERVICE	NUTRITION	NOT USED	TOTAL USED	PUB BUDGET	% OF BUDGET
INSTRUCTION	1XXX					\$5,963,468.17	\$9,470,000.00	62.97%
SUPPORT SERVICES	2XXX	\$308,616.54		\$478.40		\$3,755,902.81	\$4,836,100.00	77.66%
NON-INSTRUCTION	3XXX			\$500,702.43		\$526,110.29	\$765,000.00	68.77%
FACILITIES ACQ & CONST	4XXX	\$138,049.72				\$295,609.34	\$650,000.00	45.48%
DEBT	5XXX		\$373,555.00			\$373,555.00	\$1,100,000.00	33.96%
AEA FLOW THROUGH	6100					\$392,025.00	\$508,404.00	77.11%
TRANSFERS	62XX	\$348,662.20				\$348,662.20	\$430,000.00	81.08%
AUDITOR ADJ	69XX			\$23,777.00		\$23,777.00		#DIV/0!
ENDING BALANCE								#DIV/0!
TOTAL		\$795,328.46	\$373,555.00	\$524,957.83	\$0.00	\$11,679,109.81	\$17,759,504.00	65.76%
PUBLISHED BUDGET		\$1,100,000.00	\$1,100,000.00	\$726,100.00	\$0.00		\$17,759,504.00	
% USED		72.30%	33.96%	72.30%	#DIV/0!		65.76%	

SHENANDOAH COMMUNITY SCHOOL DISTRICT
CALCULATION OF MISCELLANEOUS INCOME
2018-19

	STATE AID Source Codes 3111, 3113, 3204 3210, 3292, 3110, 3376	FOUR YEAR-OLD PRESCHOOL Source Code 3117	AEA FLOWTHROUGH Source Code 3214	PROPERTY TAX Source Codes 1110-1119	INCOME SURTAXES Source Codes 1130-1139	EXCISE TAXES UTILITY REPL. Source Codes 1170-1179	MOBILE HOME TAXES Source Codes 1190-1191	** MISCELLANEOU Source Codes All Other	TOTAL REVENUE (Includes Flowthrough)
JUL			\$39,202.50					\$13,903.94	\$53,106.44
AUG	\$20,569.00		\$39,202.50					\$20,654.42	\$80,425.92
SEP	\$646,863.00	\$21,449.00	\$39,202.50	\$633,178.01		\$629.94	\$220.39	\$11,415.17	\$1,352,737.62
OCT	\$646,863.00	\$21,449.00	\$39,202.50	\$1,092,289.12		\$1,767.88		\$103,998.02	\$1,905,569.52
NOV	\$646,863.00	\$21,449.00	\$39,202.50	\$210,852.20		\$39,459.04		\$45,116.01	\$1,002,941.75
DEC	\$646,863.00	\$21,449.00	\$39,202.50	\$75,265.27	\$146,633.25			\$164,060.94	\$1,093,473.96
JAN	\$642,355.00	\$21,449.00	\$39,202.50	\$77,959.82				\$135,462.36	\$916,428.68
FEB	\$642,355.00	\$21,449.00	\$39,202.50	\$38,665.71	\$60,734.75			\$212,608.43	\$1,015,015.39
MAR	\$642,355.00	\$21,449.00	\$39,202.50	\$168,980.16		\$607.28		\$122,407.18	\$995,001.12
APR	\$642,355.00	\$21,449.00	\$39,202.50	\$948,733.76		\$1,767.88		\$103,968.51	\$1,757,476.65
MAY									\$0.00
JUN									\$0.00
TOTAL	\$5,177,441.00	\$171,592.00	\$392,025.00	\$3,245,924.05	\$207,368.00	\$44,232.02	\$220.39	\$933,594.98	\$10,172,177.05

** Fill in STATE AID, INSTRUCTIONAL SUPPORT, FOUR YEAR-OLD PRESCHOOL, STATE FISCAL STABILIZATION, AEA FLOWTHROUGH, PROPERTY TAX, INCOME SURTAXES, EXCISE TAXES and TOTAL REVENUE columns. The MISC column will automatically be filled in and transferred to the UNSPENT AUTHORIZED BUDGET CALCULATION at the right

Yellow indicates a formula)



SHENANDOAH COMMUNITY SCHOOL DISTRICT
UNSPENT AUTHORIZED BUDGET CALCULATION
2018-19

	REGULAR PROGRAM DISTRICT COST	\$7,294,414.00	
+	REGULAR PROGRAM BUDGET ADJUSTMENT	\$0.00	
+	SUPPLEMENTARY WEIGHTING DISTRICT COST	\$135,010.00	
+	SPECIAL ED DISTRICT COST	\$910,909.00	
+	TEACHER SALARY SUPPLEMENT DISTRICT COST	\$662,009.00	
+	PROF DEV SUPPLEMENT DISTRICT COST	\$71,623.00	
+	EARLY INTERVENTION SUPPL DISTRICT COST	\$84,109.00	
+	TEACHER LEADERSHIP SUPPLEMENT	\$353,567.00	
+	AEA SPECIAL ED SUPPORT	\$360,420.00	
+	AEA SPECIAL ED SUPPORT ADJUSTMENT	\$0.00	
+	AEA MEDIA SERVICES	\$50,037.00	
+	AEA EDUCATIONAL SERVICES	\$66,381.00	
+	AEA SHARING DISTRICT COST	\$0.00	
+	AEA TEACHER SALARY SUPPL DISTRICT COST	\$37,007.00	
+	AEA PROF DEV SUPPL DISTRICT COST	\$3,959.00	
+	DROPOUT ALLOWABLE GROWTH	\$183,324.00	
+	SBRC ALLOWABLE GROWTH OTHER #1	\$81,450.00	(Increased Enrollment)
+	SBRC ALLOWABLE GROWTH OTHER #2 (LEP)	\$68,841.94	
+	SPECIAL ED DEFICIT ALLOWABLE GROWTH	\$300,000.00	(Estimate)
-	SPECIAL ED POSITIVE BALANCE REDUCTION	\$0.00	
-	AEA SPECIAL ED POSITIVE BALANCE	\$0.00	
+	ALLOWANCE FOR CONSTRUCTION PROJECTS	\$0.00	
-	UNSPENT ALLOWANCE FOR CONSTRUCTION	\$0.00	
+	ENROLLMENT AUDIT ADJUSTMENT	\$10,522.00	
-	AEA PRORATA REDUCTION	\$57,385.00	
=	MAXIMUM DISTRICT COST	\$10,626,197.94	
+	PRESCHOOL FOUNDATION AID	\$215,552.00	
+	INSTRUCTIONAL SUPPORT AUTHORITY	\$535,920.00	
+	ED IMPROVEMENT AUTHORITY	\$0.00	EST
+	OTHER MISCELLANEOUS INCOME	\$933,594.98	
+	UNSPENT AUTH BUDGET - PREVIOUS YEAR	\$3,132,896.00	
=	MAXIMUM AUTHORIZED BUDGET	\$15,444,160.92	
-	EXPENDITURES	\$8,895,910.81	57.60%
=	UNSPENT AUTHORIZED BUDGET	\$6,548,250.11	

EXPENDITURES

JULY	\$221,769.53
AUGUST	\$345,176.12
SEPTEMBER	\$966,872.04
OCTOBER	\$982,143.04
NOVEMBER	\$1,009,487.13
DECEMBER	\$1,033,579.63
JANUARY	\$1,079,253.56
FEBRUARY	\$1,187,232.13
MARCH	\$1,043,757.67
APRIL	\$1,026,639.96
MAY	
JUNE	
TOTAL	\$8,895,910.81

MONTHLY BOARD VENDOR BILLS
May 2019 Accounts Payable

Vendor Name	Invoice Detail Amount	Invoice Detail Description
Checking Account ID 20	Fund Number 61	SCHOOL NUTRITION FUND
BERNARD FOOD INDUSTRIES	139.15	SNF FOOD FOR THE FOODSERVICE PROGRAM
BMO MASTERCARD	83.94	SNF SUPPLIES
DEAN FOODS NORTH CENTRAL, LLC	7,250.69	SNF FOOD FOR THE FOODSERVICE PROGRAM
EARTHGRAINS BAKING CO'S INC	488.10	SNF FOOD FOR THE FOODSERVICE PROGRAM
FAREWAY STORES	78.86	SNF FOOD FOR THE FOODSERVICE PROGRAM
HY-VEE	1,158.33	SNF FOOD FOR THE FOODSERVICE PROGRAM
MARTIN BROS DIST	35,596.66	SNF FOOD FOR THE FOODSERVICE PROGRAM
TWIN OAKS LAWN AND LANDSCAPING	350.00	FOOD FOR THE SPECIALITY FOOD GRANT
Fund Number 61	<u>45,145.73</u>	
Checking Account ID 20	45,145.73	
Checking Account ID 3	Fund Number 21	ACTIVITY FUND
ABRAHAM LINCOLN CSD	100.00	ENTRY FEE TO ANOTHER SCHOOL
AMERICAN LEGION COUNTRY CLUB	16.59	SUPPLIES/GENERAL ATHLETICS
ATLANTIC HIGH SCHOOL	160.00	ENTRY FEE TO ANOTHER SCHOOL
BA MARKETING & PUBLICITY, LLC	308.00	SUPPLIES/CLASS 2020
BANK IOWA/CONNIE MCGINNIS	1,148.00	TRAVEL
BMO MASTERCARD	1,719.48	SUPPLIES/GENERAL ATHLETICS
BMO MASTERCARD	36.56	BPA SUPPLIES
BMO MASTERCARD	649.20	SUPPLIES/GENERAL ATHLETICS
BMO MASTERCARD	312.64	TRAVEL/FCCLA
BMO MASTERCARD	686.45	SUPPLIES/FFA
BMO MASTERCARD	438.26	MAY MENTORING ACT. STUD& STAFF ADMISSION
BMO MASTERCARD	48.94	SUPPLIES/MS STUDENT COUNCIL
BMO MASTERCARD	62.72	SUPPLIES/SHS SPEECH CLUB
BMO MASTERCARD	31.76	SUPPLIES/SHEN GIRLS TRACK
CALE PLOWMAN	600.00	SUPPLIES/CLASS 2020
CENTERVILLE HIGH SCHOOL	80.00	ENTRY FEE TO ANOTHER SCHOOL
CINDY WILLIAMS	370.00	GENERAL ATHLETICS OFFICIAL
CLARINDA HS	270.00	ENTRY FEE TO ANOTHER SCHOOL
CRESTON CSD	85.00	ENTRY FEE TO ANOTHER SCHOOL
DENISON HIGH SCHOOL	100.00	ENTRY FEE TO ANOTHER SCHOOL
EASTER'S TRUE VALUE	47.13	SUPPLIES/CLASS 2020
ESSEX CSD	80.00	ENTRY FEE TO ANOTHER SCHOOL
FAREWAY STORES	1,425.71	MUSTANG FIELD CONCESSION SUPPLIES
GLENWOOD HIGH SCHOOL	200.00	ENTRY FEE TO ANOTHER SCHOOL
GRAND VIEW UNIVERSITY	135.00	REGISTRATION/MS MARCHING MUSTANG
GRAPHIC EDGE	1,813.52	SUPPLIES/GENERAL ATHLETICS
GREAT AMERICAN SAVINGS	3,579.74	BPA SUPPLIES
GRISWOLD CSD	80.00	ENTRY FEE TO ANOTHER SCHOOL
HEALY AWARDS, INC.	196.89	SUPPLIES/GENERAL ATHLETICS
HOWARD SPORTING GOODS	3,478.35	EQUIPMENT/GENERAL ATHLETICS
IOWA FFA ASSOCIATION	571.00	REGISTRATION/FFA
IOWA GIRLS HS ATHLETIC UNION	100.00	DUES/GENERAL ATHLETICS
IOWA HIGH SCHOOL SPEECH ASSOCIATION	46.00	SUPPLIES/SHS SPEECH CLUB
JENNIFER HOUSMAN	18.00	GENERAL ATHLETIC WORKERS
JOSH RASMUSSEN	180.00	GENERAL ATHLETICS OFFICIAL
JOSTENS	508.76	SUPPLIES/GENERAL ATHLETICS
LASTING INK IMPRESSIONS	1,211.00	SUPPLIES/CHEERLEADERS
LEWIS CENTRAL HIGH SCHOOL	60.00	ENTRY FEE TO ANOTHER SCHOOL
MENARDS	39.90	SUPPLIES/GENERAL ATHLETICS
MIKE STANLEY	185.00	GENERAL ATHLETICS OFFICIAL
MILLER BUILDING	116.24	BPA SUPPLIES
NISHNA VALLEY CAFE	1,121.00	MAY MENTORING ACT. STUD& STAFF ADMISSION
NODAWAY VALLEY CSD	100.00	ENTRY FEE TO ANOTHER SCHOOL
OKOBOJI FFA	21.00	REGISTRATION/FFA
RED OAK HIGH SCHOOL	220.00	ENTRY FEE TO ANOTHER SCHOOL

MONTHLY BOARD VENDOR BILLS
 May 2019 Accounts Payable

Vendor Name	Invoice Amount	Invoice Detail	Description
RIEMAN MUSIC DES MOINES	4,314.20	RESALE/MS	MARCHING MUSTANGS
ROCSTOP - WHITEHILLS	555.00	MUSTANG FIELD	CONCESSION SUPPLIES
SHENANDOAH SCHOOL LUNCH	353.31	MAY MENTORING	ACTIVITY SUPPLIES
SIDNEY CSD	160.00	ENTRY FEE TO	ANOTHER SCHOOL
SOUTHWEST VALLEY SCHOOL	80.00	ENTRY FEE TO	ANOTHER SCHOOL
TREYNOR CSD	100.00	ENTRY FEE TO	ANOTHER SCHOOL
TROPHIES PLUS	124.07	SUPPLIES/MARCHING	MUSTANGS
Fund Number 21	<u>28,444.42</u>		
Checking Account ID 3		Fund Number 91	AGENCY FUND
BMO MASTERCARD	74.30	MIX IT UP	SUPPLIES
BMO MASTERCARD	10.42	MIX IT UP	SUPPLIES
QUILL CORPORATION	93.95	MIX IT UP	SUPPLIES
Fund Number 91	<u>178.67</u>		
Checking Account ID 3	<u>28,623.09</u>		
Checking Account ID 30		Fund Number 10	GENERAL FUND
AHLERS & COONEY PC	1,017.50	LAWYER/NEGOTIATIONS	
BENEFIEL TOWING	300.00	VEHICLE REPAIR	SERVICES
BMO MASTERCARD - TRANSPORTATION I	63.49	TRANSPORTATION	REPAIR PARTS
BMO MASTERCARD	406.32	AD TRAVEL	
BMO MASTERCARD	2,336.61	GROUNDS GENERAL	SUPPLIES
BMO MASTERCARD	615.84	ELEM GENERAL ED	SUPPLIES
BMO MASTERCARD	400.47	TITLE IV	SUPPLIES
BMO MASTERCARD	491.04	HS FCS	SUPPLIES
BMO MASTERCARD	44.66	PLANT SALES/SUPPLIES	
BMO MASTERCARD	19.73	HS BAND	SUPPLIES
BMO MASTERCARD	2,889.83	TSA ADMINISTRATION	FEES
BMO MASTERCARD	5,239.15	TRAVEL	
BMO MASTERCARD	45.10	TRAVEL	
BMO MASTERCARD	50.53	MENTOR DUES & FEES	
BMO MASTERCARD	2,055.00	BOARD	SUPPLIES
BMO MASTERCARD	1,494.21	MS GENERAL ED	SUPPLIES
BMO MASTERCARD	673.76	MS GENERAL ED	SUPPLIES
BMO MASTERCARD	134.52	TSA ADMINISTRATION	FEES
BMO MASTERCARD	973.32	TECH REPAIR & MAINTENANCE	SUPPLIES
BMO MASTERCARD	722.38	TRANSPORTATION	GASOLINE
BMO MASTERCARD	295.00	GROUNDS GENERAL	SUPPLIES
BMO MASTERCARD	390.00	HS PRINCIPAL FUNDRAISER	TRAVEL
BMO MASTERCARD	115.52	HS PRINCIPAL FUNDRAISER	SUPPLIES
BMO MASTERCARD	13.80	BOARD	SUPPLIES
BMO MASTERCARD	304.78	PRESCHOOL GENERAL	SUPPLIES GRANT
CAMBLIN MECHANICAL	280.08	REPAIR	
CASE	350.00	VOC AID	SUPPLIES
CENEX FLEET FUELING	6,300.19	MAINTENANCE	GASOLINE
CENTERPOINT ENERGY	7,962.17	UTILITIES-GAS	
CENTURYLINK	994.04	HS PRINCIPAL	TELEPHONE
CHAT MOBILITY	104.75	SUPERINTENDENT	TELEPHONE
CHOICE SUPPLY	94.72	HS PRINCIPAL	SUPPLIES
CITY OF SHENANDOAH	10,057.12	WATER-SEWER	
COUNTY LINE DESIGN	60.00	MS PRINCIPAL FUNDRAISER	SUPPLIES
CULLIGAN WATER	421.47	MAINTENANCE	SUPPLIES
DEPT OF EDUCATION	640.00	BUS INSPECTION	SERVICES
ELEVATE ROOFING	1,201.78	MAINTENANCE BUILDING	REPAIR SERVICES
FELD FIRE	2,112.50	MAINTENANCE BUILDING	REPAIR SERVICES
FOLLETT SCHOOL SOLUTIONS INC	239.71	FOUNDATION GRANTS	SUPPLIES
GLASS GUY, THE	676.33	MAINTENANCE BUILDING	REPAIR SERVICES
GLENWOOD CSD	6,323.51	PURCHASE EDUCATIONAL/L3	IND COSTS

Vendor Name	Invoice Amount	Invoice Detail Description
HOWARD SPORTING GOODS	373.50	MAINTENANCE SUPPLIES
IOWA BANDMASTERS ASSOCIATION INC	141.00	MS BAND STAFF DUES
IOWA COMMUNICATIONS NETWORK	6,039.02	HS PRINCIPAL TELEPHONE
IOWA DEPARTMENT OF HUMAN SERVICES	1,189.05	MEDICAID DIRECT SERVICES
IOWA STATE BAR ASSOCIATION	175.00	HS PRINCIPAL FUNDRAISER SUPPLIES
IOWA WESTERN COMMUNITY COLLEGE	31,249.13	TUITION-COMMUNITY COLLEGES
JANET DUKES	300.00	TUITION DRIVERS EDUCATION
JOHN GOWING PLUMBING AND HEATING INC.	365.72	MAINTENANCE BUILDING REPAIR SERVICES
KAPLAN EARLY LEARNING	11,980.00	GENERAL SUPPLIES
LEWIS CENTRAL HIGH SCHOOL	136.00	HS PRINCIPAL SUPPLIES
MEDICAL ENTERPRISES	33.00	BUS DRIVER DRUG TESTING
MENARDS	179.42	HS IND ARTS RESALE INVENTORY
MIDAMERICAN ENERGY	11,557.63	UTILITIES-ELECTRICITY
MILLER BUILDING	1,567.84	PLANT SALES/SUPPLIES
MITEL NET SOLUTIONS	550.23	ELEM PRINCIPAL TELEPHONE
NATIONAL SLPI:ASL SERVICES	160.00	TUITION-COMMUNITY COLLEGES
O'REILLY AUTO	216.20	TRANSPORTATION REPAIR PARTS
OTICON INC.	80.00	ELEM SPED LVL III SUPPLIES
PAUL LUCHT & SONS	886.79	VEHICLE REPAIR SERVICES
RCB TRUCK REPAIR	2,143.29	VEHICLE REPAIR SERVICES
RED OAK WELDING	197.85	HS RENTAL OF EQUIPMENT AG DEPT
RIEMAN MUSIC DES MOINES	532.25	MS BAND EQUIPMENT REPAIR
ROCSTOP - WHITEHILLS	111.93	TRANSPORTATION GASOLINE
ROGERS PEST CONTROL LLC	210.00	MAINTENANCE PEST CONTROL CONTRACTED
SAPP BROS.	625.10	MAINTENANCE GASOLINE
SCHOOL SPECIALTY SUPPLY	70.45	HS PRINCIPAL SUPPLIES
SHENANDOAH SANITATION	773.01	MAINTENANCE GARBAGE COLLECTION
SHENANDOAH SCHOOL LUNCH	101.74	BOARD SUPPLIES
SIGNS & SHINES	80.00	TRANSPORTATION SUPPLIES
STEPHANIE LANGNER	51.00	RPP TRAVEL
STEVENSON ELECTRIC	237.66	MAINTENANCE BUILDING SUPPLIES
SUPPLYWORKS	3,683.86	CUSTODIAL SUPPLIES
TIMBERLINE BILLING SERVICE LLC	106.70	MEDICAID BILLING SERVICES
UPS	175.63	TECH REPAIR & MAINTENANCE SUPPLIES
VALLEY PUBLICATIONS	1,006.84	BOARD NEWSPAPER ADVERTISING
VETTER EQUIPMENT CO	30.21	EQUIPMENT REPAIR
WALLIN PLUMBING & HEATING	3,285.34	EQUIPMENT REPAIR
WELLMARK BLUE CROSS BLUESHEILD	216,992.19	HEALTH INSURANCE PAYABLE CN
ZIMCO SUPPLY	1,094.50	GROUNDS GENERAL SUPPLIES
Fund Number 10	357,600.01	
Checking Account ID 30	Fund Number 33	SAVE (SECURE AN ADVANCED VISION FOR ED.
CAMBLIN MECHANICAL	14,888.35	HVAC SYSTEM
DLR GROUP	8,968.71	ARCHITECT SERVICE
DOUG MEYER CHEVROLET	46,630.00	VEHICLES
ORME ELECTRIC	1,010.35	HVAC SYSTEM
VETTER EQUIPMENT CO	20,758.00	OTHER EQUIPMENT
Fund Number 33	92,255.41	
Checking Account ID 30	Fund Number 36	PHYSICAL PLANT & EQUIPMENT
AMERICAN LEGION COUNTRY CLUB	1,000.00	RENTAL OF LAND & BUILDINGS
BLUPOINTE DRS	750.00	TECH RELATED SOFTWARE
COUNSEL OFFICE & DOCUMENT	1,364.57	ADMIN COPIER LEASE
FELD FIRE	617.36	OTHER PURCHASED PROPERTY SERVICES
GLASS GUY, THE	1,697.50	BUILDING REPAIR
GREAT AMERICAN FINANCIAL SERVICES	1,064.38	ELEMENTARY COPIER LEASE
HEARTLAND PAYMENT SYSTEMS INC	900.00	TECH RELATED SOFTWARE

Shenandoah CSD
05/07/2019 02:10 PM
Vendor Name

MONTHLY BOARD VENDOR BILLS

May 2019 Accounts Payable

Page: 4
User ID: RUZEKSHE

MILLER BUILDING
UNPLUGGED WIRELESS COMMUNICATIONS
LLC

Invoice Detail Invoice Detail Description
Amount

69.99 OTHER CONSTRUCTION

1,127.00 TRANSPORTATION EQUIPMENT

Fund Number 36

8,590.80

Checking Account ID 30

458,446.22

First Name	Last Name	Organization	Start Date	End Date	Name of Fundraiser	What specific funds will be used for	Percentage of profit	Population
Wendy	Fry	Student Council	5/10/2019	5/10/2019	Student Council State Project Dodgeball Tournament	Donated to the local Food Bank, as per the Student Council State Project	100% for team entry and observation entry, partial percentage from concession stand	Other
Kim	Leininger	Shenandoah Schools	9/8/2019	9/8/2019	M.A.Y. Fundraising Dinner at Elks Club	M.A.Y. Mentoring group activity supplies	50% (split with Lu & Al's catering)	Staff or General Public
Kim	Leininger	Shenandoah Schools	10/11/2019	10/11/2019	M.A.Y. Tailgate supper at home football game	M.A.Y. Mentoring group activity supplies	100%	Staff or General Public

Department of Management
Form S-A Publication

NOTICE OF PUBLIC HEARING
Shenandoah School District
AMENDMENT OF CURRENT BUDGET
FISCAL YEAR 2018/2019

Date of Public Hearing: May 13, 2019
Time of Public Hearing: 5:00 PM
Location of Public Hearing: Shenandoah CSD, 304 W Nishna Road, Shenandoah, Iowa

The Board of Directors will conduct a public hearing at the above-noted time and place for the purpose of amending the current school budget by changing estimates of expenditures in the following areas by the following amounts:

Area	From	To	Reasons
Instruction			
Total Support Services	4,836,100	5,011,100	Roof Top Unit, Contracted Snow Removal, Increased Staffing, Increased Utilities
Noninstructional Programs			
Total Other Expenditures			

This change in estimates of expenditures will be financed from increased receipts and balances not budgeted or considered in the current budget. There will be no increase in taxes to be paid in the fiscal year ending June 30, 2019. At the hearing, any resident or taxpayer may present objections to, or arguments in favor of, any part of the proposed amendment. A detailed statement of additional receipts other than taxes, balances on hand at the close of the preceding fiscal year, and proposed expenditures, both past and anticipated, will be available at the hearing.

AUDIT PROPOSAL

Between

SHENANDOAH COMMUNITY SCHOOL DISTRICT

AND

NOLTE, CORNMAN & JOHNSON, P.C.

PERIOD COVERED

FOR THREE YEARS ENDING JUNE 30, 2021

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Audit Agreement - one year.....	6-7
Audit Agreement - three year.....	8-9

NOLTE, CORNMAN & JOHNSON P.C.

Certified Public Accountants
(a professional corporation)
117 West 3rd Street North, Newton, Iowa 50208-3040
Telephone (641) 792-1910
Fax (641) 791-9284
Email ncjcpa@mediacombb.net

SHERRI RUZEK, BUSINESS MANAGER
SHENANDOAH COMMUNITY SCHOOL DISTRICT
304 W NISHNA
SHENANDOAH, IOWA 51601

We would like to make a proposal to perform an audit of your district's financial statements for the year ended June 30, 2019.

Our audit will be made in accordance with U.S. generally accepted auditing standards and the standards applicable to financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States. Those standards and provisions require that we plan and perform the audit to obtain reasonable assurance about whether the general purpose financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the general purpose financial statements.

An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall general purpose financial statement presentation.

An audit directed to the expression of an opinion on the financial statements is not primarily or specifically designed and cannot be relied upon to disclose defalcations or other similar irregularities, should any exist, although their discovery may result.

Our services will include auditing of the Governmental Funds and Business Type Funds for the period of July 1, 2018 through June 30, 2019.

Nolte, Cornman & Johnson, P.C. is a member of the American Institute & Iowa Society of Certified Public Accountants, registered to practice in the State of Iowa. The firm and its audit staff are independent with regard to your audit.

We thank you for considering us as your independent auditor and look forward to working with you. We appreciate the opportunity to serve you.

We have enclosed two agreements one for a one year period and the other for a three year period. This provides you the option of retaining our services for more than one year.

Please indicate your agreement with the arrangements contained in this RFP by signing and returning the enclosed contract. We will contact you with regard to scheduling when the contract is signed.

Sincerely,

No 16 Cornman Johnson

NOLTE, CORNMAN & JOHNSON, P.C.

SCHOOL AUDIT PROFILE

1. Firm Name: NOLTE, CORNMAN & JOHNSON, P.C.

2. Address: 117 West 3rd Street North, Newton, IA 50208

3. Telephone: (641) 792-1910

4. Professional staff:

	<u>Number</u>	<u>Number CPA's</u>	<u>Average Years Experience</u>
A. Principals	1	1	33
B. Professional Staff	10	1	4

5. Schools audited by our staff in the last two years:

Adair-Casey, Adel-DeSoto-Minburn, AGWSR, Albia, Alburnett, Algona, Ames, Andrew, Aplington-Parkersburg, Ar-We-Va, Atlantic, Audubon, Battle Creek-Ida Grove, Baxter, BCLUW, Bedford, Belle Plaine, Belmont-Klemme, Bettendorf, BGM, Boyer Valley, Burlington, CAL, CAM, Cardinal of Eldon, Carroll, Center Point-Urbana, Centerville, Central City, Central Decatur, Central Lee, Charles City, Chariton, Charter Oak-Ute, Cherokee, Clarksville, Colfax-Mingo, Collins-Maxwell, Columbus, Coon Rapids-Bayard, Creston, Delwood, Denison, Diagonal, Dike-New Hartford, Dunkerton, Earlham, East Marshall, East Union, Easton Valley, Eddyville-Blakesburg-Fremont, Edgewood-Colesburg, Eldora-New Providence, Exira-Elk Horn-Kimballton, Fairfield, Fort Madison, Fremont-Mills, Gilbert, Glenwood, Greene County, Griswold, Grundy Center, Guthrie Center, Hamburg, Harmony, Hartley-Melvin-Sanborn, Hubbard-Radcliffe, Hudson, Humboldt, IKM-Manning, Independence, Iowa Falls, Keokuk, Keota, Kingsley-Pierson, Knoxville, Lamoni, Lawton-Bronson, Lenox, Lewis Central, Linn-Mar, Logan-Magnolia, Madrid, Maquoketa, Maquoketa Valley, Marshalltown, Martensdale-St. Marys, Mid-Prairie, Missouri Valley, Monticello, Moulton-Udell, Mt. Pleasant, New Hampton, North Butler, North Tama County, Northeast Hamilton, Northwood-Kensett, Norwalk, Odebolt Arthur, Oelwein, Orient-Macksburg, Osage, Panorama, Pekin, Red Oak, Riceville, Roland-Story, Saydel, Schaller-Crestland, Schleswig, Sergeant Bluff-Luton, Shenandoah, Sibley-Ocheyedan, Sidney, Solon, South Central Calhoun, South O'Brien, South Page, South Tama County, Southeast Warren, St. Ansgar, Stanton, Stratford, Treynor, Tri-Center, Tri-County, Turkey Valley, Twin Rivers, Underwood, Union, United, Valley, Van Buren, Van Meter, Villisca, WACO, Wapello, Washington, West Delaware County, West Harrison, West Monona, Westwood, Winfield-Mt. Union, Woodbine, Woodbury Central, and Woodward-Granger.

6. The principal who is responsible for all school district audits and her position with our firm:

Person: Nancy Janssen, CPA; B.S. Iowa State University: CPA: 1985

Position: President

7. Quality controls are an essential part of our auditing services. Internal review procedures utilized by our firm include: Our 2019 school audit team as in the past will be composed of an experienced staff, all being supervised by our school audit manager. Our firm successfully completed a quality review December 2017.
8. Our firm will:
- a) Compile, type and duplicate reports.
 - b) Send discussion audit draft to the school district after field work is completed, for review by management.
 - c) Review audit recommendations and district responses thereto with the Business Manager and/or Superintendent prior to issuing the audit report.
 - d) Provide additional help or recommendations to the District when requested during the year.
 - e) Strive to conduct the audit when possible at the district's convenience and in such a manner as to cause the least amount of disruption possible under the circumstances.
 - f) Will provide copies of the audit report to the State Auditor's Office and the Department of Education as required.
 - g) Present the audit report and a verbal explanation of the report to the Board if so requested, at an additional fee.

President: Nancy L. Janssen, CPA

Education: B.S. from Iowa State University

Continuing Education: Attended the Governmental Roundtable or Iowa Governmental Audits course, attended and prepared various in-house presentations on Governmental issues, and attended various other continuing education programs.

Experience: She has experience working in various capacities from accountant to partner. She has significant experience with the following types of audits: School, Non-Profit and Commercial. She has been tax manager and has worked with several small business clients.

School Audit Experience: She has completed thirty-three school audit seasons. She is responsible for the final review of all workpapers and reports.

Independence: Ms. Janssen does not have and has not had during any period covered by this audit any interest, direct or indirect, in your center or any of its board members or officials.

AGREEMENT BETWEEN
SHENANDOAH COMMUNITY SCHOOL DISTRICT
AND

NOLTE, CORNMAN & JOHNSON, P.C.

THIS AGREEMENT made and entered into this 11TH day of APRIL, 2019, by and between SHENANDOAH COMMUNITY SCHOOL DISTRICT, hereinafter called School District and NOLTE, CORNMAN, & JOHNSON, P.C., hereinafter called "CPA".

WHEREAS, the SHENANDOAH COMMUNITY SCHOOL DISTRICT wishes to obtain the services of the CPA to perform the annual audit required by Section 11.6, Code of Iowa, for the three years ended June 30, 2021; and

WHEREAS, the CPA is equipped and staffed to assist in the above audit; and

WHEREAS, this agreement is in the public interest in fulfilling the requirements of Chapter 11 of the Code of Iowa.

NOW, THEREFORE, BE IT UNDERSTOOD AND AGREED:

1. That the CPA will:

- A. Provide auditors of various classifications and for the estimated hours as detailed in 2.A of this agreement.
- B. Begin work on the audit engagement as specifically agreed upon with the School District.
- C. Perform all work in accordance with generally accepted auditing standard, Chapter 11 of the Code of Iowa and applicable federal requirements.
- D. Immediately inform the School District, the Auditor of State and County Attorney if the audit discloses any irregularity in the collection or disbursement of public funds.
- E. Provide access to the working papers to any appropriate federal agencies for the period of time specified in relevant agreements entered into by the School District.
- F. Provide access to the working papers to the Auditor of State in accordance with Chapter 11 of the Code of Iowa.

2. Conditions of Payment:

- A. It is understood that the fees for the services set forth above shall be reimbursed at the following hourly rates.

<u>Classification</u>	<u>Estimated Hours</u>	<u>Hourly Rate</u>
<u>Junior</u>	<u>40</u>	<u>70</u>
<u>Incharge</u>	<u>30</u>	<u>85</u>
<u>Audit Manager</u>	<u>21</u>	<u>100</u>
<u>Partner</u>	<u>10</u>	<u>125</u>
<u>Travel</u>	<u>Est. Cost</u>	<u>500</u>
<u>Secretarial</u>	<u>Est. Cost</u>	<u>500</u>

- B. The CPA shall present an invoice for services in the following manner: An invoice for 40% at the end of field work. An invoice for remainder at delivery of Audit Reports.
- C. Payment shall be made within 30 days of receipt of invoice.
- D. The total reimbursement shall not be for more than \$9,700 for the year ended June 30, 2019, and \$10,000 for the year ended June 30, 2020, and \$10,300 for the year ended June 30, 2021, except as specially agreed by the School District and the CPA.
- E. An additional fee will be charged at \$150 per hour for assistance with the Certified Annual Report.

3. Termination of Agreement:

- A. The School District may terminate this contract without notice if the CPA fails to perform the covenants or agreements contained herein.
- B. The CPA shall be paid for all work satisfactorily performed to the date of termination.

IN WITNESS THEREOF, SHENANDOAH COMMUNITY SCHOOL DISTRICT AND CPA have executed this AGREEMENT as of the date indicated below.

CPA
Nolte, Cornman & Johnson PC
NOLTE, CORNMAN & JOHNSON, P.C.

Date 4/10/19

(ENTITY)

By _____
BOARD PRESIDENT

Date _____

Workplace Wellness Solution Proposal

Prepared For: Shenandoah Community School District

Prepared By: Shenandoah Medical Center



Dr. Kerri Nelson,

Thank you for considering Shenandoah Medical Center for your workplace wellness needs at the Shenandoah Community School District. I am glad we had the opportunity to connect so that we could get a clear understanding of your expectations for a comprehensive wellness program.

In addition to developing our own wellness program internally, we have provided wellness solutions for other local businesses in Shenandoah over the past two years. These businesses have had great success with implementing the programs we have provided to them.

As we mentioned in our meeting, we are able to focus on an implementation of a comprehensive approach to wellness by reviewing your insurance plan benefits and current wellness offerings to create maximum value for your organization and employees.

By using this comprehensive approach to wellness and implementing procedures that focus on preventative care, we are confident in our ability to deliver effective results through this wellness program that are sure to assist in improvement in absenteeism and overall engagement.

We truly believe our proposal provides a solution that will culminate in highly successful results for your school district.

If you have any questions, please don't hesitate to get in touch. My contact information is below.

Thank you,

*Matt Sells
CEO, Shenandoah Medical Center
msells@smchospital.com
712-246-7160*

Achievements in SMC Wellness Program

This wellness program has shown great success internally at Shenandoah Medical Center. During initial visits with our Occupational Health Nurse, we discovered employees with diabetes and pre-diabetes who were not yet aware of their condition. Those individuals were introduced to primary care physicians to help control and potentially prevent the onset of this condition. This program also helped to identify a new employee who had extremely high thyroid levels and was having symptoms but did not know they were caused from a hormone imbalance, which if left untreated can cause dangerous and irreversible problems. During another initial visit, we had an employee complain of recent shortness of breath, tired, and sudden decrease in level of activity. This employee had a cardiac history and it was suggested they see their primary care physician or cardiologist. The employee was discovered to have a blockage in a small artery in the heart and required a stent being placed avoiding a heart attack that would have occurred without the stent.

During the follow-up visits (approx. 6 months later), we noted quite a few employees with weight losses ranging from 2 lbs. up to an astounding 22 lbs. As we were going through follow-up labs, we found that the majority of employees decreased their cholesterol. Although we do not have many tobacco users at SMC, we did have two people successfully quit smoking and others have reduced usage, but their ultimate goal remains to quit. We just recently had an employee that complained of tiredness and not being able to stay asleep. We recommended that he start taking a multivitamin (for low iron in his labs) and melatonin (a natural over the counter sleep aide). This individual came back for his follow up visit with improved iron levels in his labs and reported getting more sleep at night.

All of these successes are examples of how we can help your employees become healthier and more productive in their daily activities. By simply promoting good health among workers and creating a more positive environment, we are able to increase productivity, business performance, staff morale, and employee engagement. Also by creating a healthier workplace, the Shenandoah Community School District can also see a decrease in accidents, work-related illness, sick pay costs, insurance costs, turnover rates, and employee burnout.

Thus far, SMC has seen its gross loss ratio on insurance claims decrease from 166.4% in early 2016 to 94.5% since starting the program. These results have been a tremendous accomplishment for our organization and one that we are very excited to try to replicate with the Shenandoah Community School District.

Shenandoah Medical Center proposes the following services to be included in this Workplace Wellness Solution for the Shenandoah Community School District:

Lab Evaluation – On-site wellness screen offers 22 blood tests including cholesterol, blood sugar, thyroid, blood cell count, and electrolytes.

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 school district employees in their health, shape lifestyle choices, and promote prevention. A summary will be provided to District Leadership to better understand the health characteristics of its employees.

Care/Nutrition Management – This is an annual private consultation between the school district employee and our Occupational Health Nurse and Health Coach to discuss lab results, discuss the results of the health risk assessment and discuss a plan for preventative future care. *on time*

Prevention Summary Roadmap – Preventative services recommended based on a patient's specific demographic.

Annual Immunizations – On-site flu shots offered to all school district employees at a reduced rate of \$30 per immunization in 2019.

Pre-work Job Screening - 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 can be offered at a fixed discounted rate of \$25 per screening.

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 to the Wellness Center is included in this proposal.

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 will be offered to school district employees at a discounted rate of \$25 per month.

Customized Services Brochure – The marketing team at Shenandoah Medical Center will develop a personalized brochure highlighting each of the services the school district will be providing for their employees.

Shenandoah Medical Center offers the following pricing for implementation of this Workplace Wellness Solution for the Shenandoah Community School District:

Service	Price
Lab Evaluation	<i>Included</i>
Care/Nutrition Management	<i>Included</i>
Health Risk Assessment	<i>Included</i>
Preventive Summary Roadmap	<i>Included</i>
Annual Flu Immunizations	<i>\$30/employee</i>
Pre-work Job Screen	<i>\$25/screen</i>
SMC Wellness Center Access	<i>Included</i>
Personal Training	<i>\$25/month</i>
Customized Services Brochure	<i>Included</i>

Total Annual Plan Fee: \$15,000.00

Plan implementation will begin at start of the 2019-20 school year and continue for 12 consecutive months.

CONTRACT AGREEMENT
Shenandoah Community School District and Sidney Community School District
Shared Automotive Teaching Position

This contract is entered into between the Board of Education of Shenandoah Community School District, State of Iowa and the Board of Education of the Sidney Community School District, State of Iowa.

Travel costs and any other costs related to performance of duties related to the shared agreement will be shared on a 50%-50% basis.

The Sidney Community School District will provide the following services to the Shenandoah Community School District:

Automotive Teaching Position: 50%-50% Basis

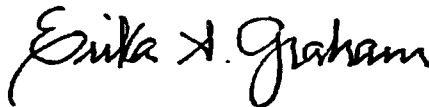
The Sidney Community School District will administer the employment contract in accordance with the current agreement with the Sidney Education Association and Sidney School Board Policies.

The Sidney Community School District will bill the Shenandoah Community School District after the completion of the first and second semesters for the Automotive Teaching Position costs during the 2019-2020 school year.

President or Designee
Shenandoah Community School District _____

Date _____

President or Designee
Sidney Community School District _____



Date _____

**Shared Personnel Agreement
With the
Shenandoah Community School District and the South Page School District**

This Agreement made and entered into the 1st day of July, 2019, by and between the Shenandoah Community School District (Shenandoah) and the South Page Community School District (South Page).

WHEREAS, Shenandoah and South Page seek a cooperative agreement to share the services of a School Business Manager; and

WHEREAS, Shenandoah and South Page are public school districts organized and existing under laws of the State of Iowa; and

WHEREAS, two or more school districts may jointly employ and share the services of school personnel pursuant to Iowa Code section 280.15; and

WHEREAS, Shenandoah and South Page believe that an agreement pursuant to Iowa Code section 280.15 should be entered into with regard to the sharing of a School Business Manager position when such agreement will be to their mutual advantage.

NOW, THEREFORE, Shenandoah Board of Directors and South Page's Board of Directors agree as follows:

1. School Business Official will provide services as a School Business Manager during the 2019-2020 school year for Shenandoah. Shenandoah shall issue School Business Official an employment contract, and shall be deemed the employer for purposes of rights and obligations under Iowa law, and for purposes of compliance with federal and state laws relating to employment and employment benefits, subject to contributions by South Page pursuant to this Agreement. The employment arrangement shall be governed by the policies, rules, regulations, and job descriptions of Shenandoah.
2. School Business Official's services as a School Business Manager will be shared by Shenandoah with South Page. The details of School Business Official's assignment between Shenandoah and South Page will be determined jointly by Shenandoah and South Page. School Business Official's duties and responsibility in each school district will be determined and assigned by the superintendents of Shenandoah and South Page. The responsibility for the evaluation of School Business Official's performance shall remain with Shenandoah, pursuant to its established procedures. Shenandoah's personnel policies shall apply to and govern the School Business Manager's conduct and performance.
3. Shenandoah and South Page each agree to indemnify and hold harmless the other from and against all liability, damages, loss, costs, and reasonable attorney fees which arise out of any claims, suits, actions or other proceedings asserted against the party indemnified based upon any acts or omissions of the indemnifying party.
4. School Business Official will devote 80% of her time to Shenandoah and 20% of her time to South Page. Time away from the school districts including professional development, sick leave, and vacation leave, will be allocated in the same manner as the percentages above. Shenandoah will bill South Page at the end of the first semester and at the end of the second semester for wages, benefits, travel, professional development, etc.

5. If at any time School Business Official's employment with Shenandoah is terminated, South Page shall not be obligated to pay any more than the agreed amount of employee costs, listed in Paragraph 3, for those actual days if service performed by School Business Official. This amount shall be prorated to consider actual hours worked.
6. This Agreement shall automatically terminate on June 30, 2020 or upon mutual agreement by both parties. Each party shall notify the other of its intent to continue this Agreement by April 30, 2020, and if the parties mutually agree to continue this Agreement for another school year, a new agreement will be developed for the 2020-2021 school year consistent with the intent and agreement of the parties.
7. This agreement contains the entire understanding between Shenandoah and South Page and cannot be charged or terminated orally but only by an agreement in writing signed by Shenandoah and South Page.
8. Should any paragraph or provision of this agreement be declared illegal by a court or agency of competent jurisdiction, then that paragraph or provision shall be deleted from this agreement to the extent it violates the law. Such deletion shall not affect any other paragraph or provisions of this agreement. Should the parties deem it advisable, they may mutually agree to enter into negotiations to replace the invalid provision.

IN WITNESS WHEREOF, this instrument is executed by Shenandoah's and South Page's respective officers on the dates as hereinafter stated.

President, Board of Directors
Shenandoah Community School District

Date

President, Board of Directors
South Page Community School District

Date

2019-2020 28E SHARING CONTRACT – ELL TEACHER

(Shenandoah and Clarinda Community School Districts)

Pursuant to the provisions of Chapter 28E and Section 280.15 of the Code of Iowa, this agreement is entered into between Shenandoah Community School District and Clarinda Community School District.

In consideration of the mutual obligation expressed below, the parties agree as follows:

1. Shenandoah shall hold the explicit contract with the ELL teacher.
2. Shenandoah shall be the governing agent of the ELL teacher.
3. The ELL Teacher shall be guided by the Shenandoah Master Agreement for purposes of this agreement.
4. ELL Teacher will devote .625 FTE to Shenandoah Community School District and .375 FTE to Clarinda Community School District. Transportation is reflected in a separate estimated amount.
5. Time away from the school districts include professional development, sick leave and personal leave, etc. will be allocated in the same manner as the percentages above.
6. Shenandoah Community School District will bill Clarinda Community School District at the end of the first and the end of second semester.
7. This contract shall automatically terminate on June 30, 2020 or upon mutual agreement by both parties. Each party shall notify the other of its intent to continue this Agreement by March 31, 2020, and if the parties mutually agree to continue this Agreement for another school year, a new agreement will be developed for the 2020-2021 school year consistent with the intent and agreement of the parties.

Salary (189 days)			\$62,540.00
Social Security/Medicare (FICA)			\$4,784.31
IPERs			\$5,903.78
Est. Insurance Benefits			\$8,056.08
		Total	\$81,284.17
Est. Transportation (Shenandoah/Clarinda – Shared (18 miles one way @ federal rate)			\$1,854.09
		Shenandoah Total:	\$51,961.42
		Clarinda Total:	\$31,176.84
			\$83,138.26

The terms of this contract are for one hundred eighty-nine (189) days, commencing August 21, 2019 and terminating June 30, 2020.

President, Board of Directors/Date
Shenandoah Community School District

Superintendent/Date
Shenandoah Community School District

President, Board of Directors/Date
Clarinda Community School District

Superintendent/Date
Clarinda Community School District

Memorandum of Understanding (MOA)

between

The Shenandoah Community School District Board of Directors

and

The Fremont Mills Community School District

This MEMORANDUM OF AGREEMENT between the Shenandoah Community School District, hereinafter referred to as the District, represented by its Board of Directors, and Fremont Mills Community School District, represented by its Board Of Directors

Recognizes the importance of establishing a government to government relationship that fosters mutual understanding, shared responsibilities and a commitment to working together for the improvement of student learning.

THIS AGREEMENT is hereby made and entered into by the District, and Fremont Mills Community School District to provide instructional services and programs for the students referred for IWCC Medical Terminology, Introduction to Health Occupations, CPA and First Aid in the workplace, and/or CNA Class (es). The receiving agency shall retain the right to limit enrollment.

The cost of the above services shall be paid by the undersigned sending agency and shall be determined by the following formula. First establishing an equivalent FTE and supplemental weighting implied by taking the weighting factor of the class times the Districts FTE times the district maximum tuition cost establishing by the Department of Education for the fiscal year. Second establishing the cost of the class per student by determining the district's instructor's cost per hour diem inclusive of salary and benefits, committed hours per class plus any supplies or materials provided, divided by total students being served. Third the IWCC cost of tuition for the attending student.

This agreement is for the 2019-2020 school year.

Signed: _____
Board President or Authorized Designee (Receiving Agency)

Date

Signed: _____
Board President or Authorized Designee (Sending Agency)

Date

Letter of Transmittal

To: Dr. Kerri Nelson, Superintendent
Shenandoah Comm. School District
304 West Nishna Road
Shenandoah, IA 51601
Ph: (712)246-1581

Transmittal #: 1
Date Sent: 4/30/2019
Project: 19-023 SCSD-CTE/STEM Center & New Gym
Shenandoah Comm. School District
Shenandoah, IA

Subject: Standard Agreement

WE ARE SENDING YOU Attached Under separate cover via Mail the following items:

<input type="checkbox"/> Shop drawings	<input type="checkbox"/> Prints	<input type="checkbox"/> Plans	<input type="checkbox"/> Samples
<input type="checkbox"/> Copy of letter	<input type="checkbox"/> Change order	<input type="checkbox"/> Specifications	<input type="checkbox"/> Other

Document Type	Copies	Date	No.	Description
	2	4/12/19	C132-2009	Standard Form of Agreement Between Owner and Construction Manager as Adviser

THESE ARE TRANSMITTED as checked below:

- | | | |
|--|---|---|
| <input checked="" type="checkbox"/> For approval | <input type="checkbox"/> Approved as submitted | <input type="checkbox"/> Resubmit ___ copies for approval |
| <input type="checkbox"/> For your use | <input type="checkbox"/> Approved as noted | <input type="checkbox"/> Submit ___ copies for distribution |
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| <input type="checkbox"/> FOR BIDS DUE | <input type="checkbox"/> PRINTS RETURNED AFTER LOAN TO US | |

Remarks: Please review, sign and return one (1) Agreement to our office. Thank you.

Also Sent To:

Copy To:

From: Tim Seibert, P.E., Carl A. Nelson & Company
tseibert@carlanelsonco.com
(319)754-8415

If enclosures are not as noted, kindly notify us at once.

AIA[®] Document C132[™] – 2009

Standard Form of Agreement Between Owner and Construction Manager as Adviser

AGREEMENT made as of the 12th day of April in the year 2019
(In words, indicate day, month and year.)

BETWEEN the Owner:

(Name, legal status, address and other information)

Shenandoah Community School District
304 West Nishna Road
Shenandoah, IA 51601
Phone: (712) 246-1581
Fax: (712) 246-3722

and the Construction Manager:

(Name, legal status, address and other information)

Carl A. Nelson & Company
1815 Des Moines Avenue
Burlington, IA 52601
Phone: (319) 754-8415
Fax: (319) 753-2208

for the following Project:

(Name, location and detailed description)

Shenandoah Community School District
CTE/STEM Center and New Gymnasium
Shenandoah, IA

The Architect:

(Name, legal status, address and other information)

DLR Group
6457 Frances Street, Suite 200
Omaha, NE 68106

The Owner and Construction Manager agree as follows.

ADDITIONS AND DELETIONS:

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

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

This document is intended to be used in conjunction with AIA Documents A132[™]–2009, Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition; A232[™]–2009, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition; and B132[™]–2009, Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition. AIA Document A232[™]–2009 is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

(Note the disposition for the following items by inserting the requested information or a statement such as "not applicable," "unknown at time of execution" or "to be determined later by mutual agreement.")

§ 1.1.1 The Owner's program for the Project:

(Identify documentation or state the manner in which the program will be developed.)

To be determined

§ 1.1.2 The Project's physical characteristics:

(Identify or describe, if appropriate, size, location, dimensions, or other pertinent information, such as geotechnical reports; site, boundary and topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site; etc.)

Project shall consist of CTE/STEM Center and New Gymnasium.

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:

(Provide total and, if known, a line item breakdown.)

To be determined

§ 1.1.4 The Owner's anticipated design and construction schedule:

- .1 Design phase milestone dates, if any:

To be determined and mutually agreed upon by the parties. Once determined, dates shall be incorporated into this Agreement by reference herein.

- .2 Commencement of construction:

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To be determined and mutually agreed upon by the parties. Once determined, dates shall be incorporated into this Agreement by reference herein.

.3 Substantial Completion date or milestone dates:

To be determined and mutually agreed upon by the parties. Once determined, dates shall be incorporated into this Agreement by reference herein.

.4 Other:

Not applicable

§ 1.1.5 The Owner intends the following procurement method for the Project:
(Identify method such as competitive bid, negotiated Contract or multiple Prime Contracts.)

Completely bid multiple prime contracts. The number of prime contracts to be recommended by the Construction Manager, but final approval of the number and types of Prime Contracts shall be determined and approved by Owner.

§ 1.1.6 The Owner's requirements for accelerated or fast-track scheduling, multiple bid packages, or phased construction are set forth below:
(List number and type of bid/procurement packages.)

§ 1.1.7 Other Project information:
(Identify special characteristics or needs of the Project not provided elsewhere, such as environmentally responsible design or historic preservation requirements.)

To be determined, if applicable.

§ 1.1.8 The Owner identifies the following representative in accordance with Section 5.5:
(List name, address and other information.)

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

§ 1.1.9 The persons or entities, in addition to the Owner's representative, who are required to review the Construction Manager's submittals to the Owner are as follows:
(List name, address and other information.)

Board of Education, as may be required by law or policy.

§ 1.1.10 Unless provided by the Construction Manager, the Owner will retain the following consultants and contractors:
(List name, legal status, address and other information.)

.1 Land Surveyor:

To be determined

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.2 Geotechnical Engineer:

To be determined

.3 Civil Engineer:

To be determined

.4 Other:

(List any other consultants retained by the Owner, such as a Project or Program Manager, or construction contractor.)

Unknown

§ 1.1.11 The Construction Manager identifies the following representative in accordance with Section 2.4:
(List name, address and other information.)

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

§ 1.1.12 The Construction Manager's staffing plan as required under Section 3.3.2 shall include:
(List any specific requirements and personnel to be included in the staffing plan, if known.)

To be determined

§ 1.1.13 The Construction Manager's consultants retained under Basic Services, if any:

.1 Cost Estimator:

(List name, legal status, address and other information.)

Not applicable

.2 Other consultants:

No applicable

§ 1.1.14 The Construction Manager's consultants retained under Additional Services:

Not applicable

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§ 1.1.15 Other Initial Information on which the Agreement is based:

Not applicable

§ 1.2 The Owner and Construction Manager may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Construction Manager shall appropriately adjust the schedules, the Construction Manager's services and the Construction Manager's compensation.

ARTICLE 2 CONSTRUCTION MANAGER'S RESPONSIBILITIES

§ 2.1 The Construction Manager shall provide the services as set forth in this Agreement.

§ 2.1.1 The Construction Manager has been engaged to provide professional construction management services because of its character, expertise, experience and qualifications in dealing with public projects of similar scope. Notwithstanding anything in this Agreement, the services provided under this agreement shall be performed in accordance with the standard of professional skill and care required for a project of similar size, scope and complexity, during the time in which the services are provided.

§ 2.1.2 Construction Manager shall provide professional construction management services on this Project. Such professional services include substantial discretion and authority to plan, schedule, estimate, approve, coordinate, manage and direct phases of the Project, within the parameters of the Contract Documents. Owner hereby finds and Construction Manager hereby represents and concurs that professional construction management services require a high degree of professional skill and experience in the construction management industry, and that Construction Manager possesses such requisite skill and experience to manage a public construction project of this size and type. The Construction Manager represents that he is knowledgeable in public construction and shall exercise reasonable care and skill to comply with all applicable federal and state laws as well as rules, regulations and specifications adopted by any agency with authority over the construction of this Project with regard to services required to be provided under this Agreement.

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

§ 2.3 The Construction Manager shall provide its services in conjunction with the services of an Architect as described in AIA Document B132™-2009, Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition. The Construction Manager shall not be responsible for actions taken by the Architect.

§ 2.4 The Construction Manager shall identify a representative authorized to act on behalf of the Construction Manager with respect to the Project.

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

§ 2.6 The Construction Manager shall maintain the following insurance for the duration of this Agreement.

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

§ 2.6.2 Automobile Liability covering owned and rented vehicles operated by the Construction Manager with policy limits of not less than Two Million and No/100 Dollars (\$ 2,000,000) combined single limit and aggregate for bodily injury and property damage.

§ 2.6.3 The Construction Manager may use umbrella or excess liability insurance to achieve the required coverage for Comprehensive General Liability and Automobile Liability and Employer's Liability, provided that such umbrella or excess insurance results in the same type of coverage as required for the individual policies.

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§ 2.6.4 Workers' Compensation at statutory limits and Employers Liability with a policy limit of not less than the following:

Bodily Injury by Accident \$1,000,000 each accident

Bodily Injury by Disease \$1,000,000 policy limit

Bodily Injury by Disease \$1,000,000 each employee

§ 2.6.5 Professional Liability covering the Construction Manager's negligent acts, errors and omissions in its performance of services with policy limits of not less than Two Million and No/100 Dollars (\$ 2,000,000) per claim and in the aggregate. The Construction Manager shall maintain this coverage until completion of the Project and for a period of two (2) years thereafter.

§ 2.6.6 The Construction Manager shall provide to the Owner certificates of insurance evidencing compliance with the requirements in this Section 2.6. The certificates will show the Owner as an additional insured on the Comprehensive General Liability, Automobile Liability, umbrella or excess policies, and will show the workers' compensation policy with a waiver of subrogation.

§ 2.6.7 Commercial Liability and Automobile Liability policies cited above should be endorsed as follows:

"The insurance company and the insured expressly agree and state that the purchase of this policy of insurance by the insured does not waive any of the defense of governmental immunity available to the insured under Iowa Code Section 670 as it now exists or may be amended from time to time. The company and the insured further agree that this policy of insurance shall cover only its claims and not subject to the defense of governmental immunity under Iowa Code Section 670."

§ 2.6.8 The Certificate of Insurance Commercial Liability and Automobile Liability policies should state:

"The insurance company and the insured expressly agree and state that granting additional insured status on this policy of insurance does not waive any of the defenses of governmental immunity available to the Shenandoah Community School District under Iowa Code Section 670 as it now exists or may be amended from time to time."

ARTICLE 3 SCOPE OF CONSTRUCTION MANAGER'S BASIC SERVICES

§ 3.1 Definition

The Construction Manager's Basic Services consist of those described in Sections 3.2 and 3.3 and include usual and customary construction coordination and scheduling, constructability review, cost estimating, and allocation of construction activities among the Multiple Prime Contractors. The Construction Manager shall exercise reasonable care in the event it engages engineers, consultants, subcontractors, agents, employees and/or officers (collectively the Consultants) to engage only such persons and entities who possess the experience, skill, knowledge and character necessary to qualify them individually for the particular duties they perform and who shall perform all work in conformity with the standards of reasonable care and skill with respect to professional services they are rendering. The Construction Manager assumes responsibility and liability for the acts, errors and omissions of its Consultants. Said consultants shall carry professional liability insurance. The Construction Manager will provide written contracts with the Consultants requiring proof of professional liability insurance and will only contract with Consultants licensed in the State of Iowa.

§ 3.2 Preconstruction Phase

§ 3.2.1 The Construction Manager shall review the program furnished by the Owner and any evaluation of the Owner's program provided by the Architect, to ascertain the requirements of the Project and shall arrive at a mutual understanding of such requirements with the Owner and Architect.

§ 3.2.2 The Construction Manager shall provide a preliminary evaluation of the Owner's program, schedule and construction budget requirements, each in terms of the other.

§ 3.2.3 The Construction Manager shall prepare, and deliver to the Owner, a written Construction Management Plan that includes, at a minimum, the following: (1) preliminary evaluations required in Section 3.2.2, (2) a Project schedule, (3) cost estimates, (4) recommendations for Project delivery method, and (5) Contractors' scopes of Work, if

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multiple Contractors or fast-track construction will be used. The Construction Manager shall update the Construction Management Plan over the course of the Project, as requested by the Owner.

§ 3.2.3.1 The Construction Manager shall also prepare a detailed estimate of construction costs to include all phases and costs associated with the Project. The Construction Budget shall be accompanied by a report to the Owner identifying variances from the Owner's Project Budget. Such report shall be updated on a monthly basis as otherwise needed. The Construction Manager shall make suggestions of alternative construction as necessary to maintain the construction budget and shall facilitate decisions by the Owner and Architect when changes to the design are required to remain within the Owner's Project and Construction Budget.

§ 3.2.4 Based on preliminary design and other design criteria prepared by the Architect, the Construction Manager shall prepare preliminary estimates of the Cost of the Work or the cost of program requirements using area, volume or similar conceptual estimating techniques for the Architect's review and Owner's approval. If the Architect suggests alternative materials and systems, the Construction Manager shall provide cost evaluations of those alternative materials and systems and may also provide its own suggestions.

§ 3.2.5 The Construction Manager shall expeditiously review design documents during their development and advise the Owner and Architect on proposed site use and improvements, selection of materials, and building systems and equipment and methods of Project delivery. The Construction Manager shall also provide recommendations to the Owner and Architect on constructability, availability of materials and labor, sequencing for phased construction, time requirements for procurement, installation and construction, and factors related to construction cost including, but not limited to, costs of alternative designs or materials, preliminary budgets, and possible cost reductions.

§ 3.2.6 The Construction Manager shall prepare and routinely update the Project schedule included in the Construction Management Plan for the Architect's review and the Owner's acceptance. The Construction Manager shall obtain the Architect's approval for the portion of the Project schedule relating to the performance of the Architect's services. The Project schedule shall coordinate and integrate the Construction Manager's services, the Architect's services, other Owner consultants' services, and the Owner's responsibilities with anticipated construction schedules and highlighted critical and long lead-time items that could affect the Project's timely completion.

§ 3.2.7 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall prepare and update, at appropriate intervals agreed to by the Owner, Construction Manager and Architect, estimates of the Cost of the Work of increasing detail and refinement. The Construction Manager shall include appropriate contingencies for design, bidding or negotiating, price escalation, and market conditions in the estimates of the Cost of the Work. Such estimates shall be provided for the Architect's review and the Owner's approval. The Construction Manager shall advise the Owner and Architect if it appears that the Cost of the Work may exceed the Owner's last-approved construction budget and make recommendations for corrective action.

§ 3.2.8 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall consult with the Owner and Architect and make recommendations whenever the Construction Manager determines that design details adversely affect constructability, cost or schedules.

§ 3.2.9 The Construction Manager shall provide recommendations and information to the Owner and Architect regarding the assignment of responsibilities for temporary Project facilities and equipment, materials and services for common use of the Contractors. The Construction Manager shall verify that such requirements and assignment of responsibilities are included in the proposed Contract Documents.

§ 3.2.10 The Construction Manager shall provide recommendations and information to the Owner regarding the allocation of responsibilities for safety programs among the Contractors.

§ 3.2.11 The Construction Manager shall provide recommendations to the Owner on the division of the Project into individual Contracts for the construction of various categories of Work, including the method to be used for selecting Contractors and awarding Contracts. If multiple Contracts are to be awarded, the Construction Manager shall review the Drawings, Specifications and any other Construction Documents and make recommendations as required to provide that (1) the Work of the Contractors is coordinated, (2) all requirements for the Project are assigned to the

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appropriate Contract, (3) the likelihood of jurisdictional disputes is minimized, and (4) proper coordination is provided for phased construction.

§ 3.2.12 The Construction Manager shall update the Project schedule to include the components of the Work, including phasing of construction, times of commencement and completion required of each Contractor, ordering and delivery of products, including those that must be ordered well in advance of construction, and the occupancy requirements of the Owner.

§ 3.2.13 The Construction Manager shall expedite and coordinate the ordering and delivery of materials, including those that must be ordered well in advance of construction.

§ 3.2.14 The Construction Manager shall assist the Owner in selecting, retaining and coordinating the professional services of surveyors, special consultants and testing laboratories required for the Project.

§ 3.2.15 The Construction Manager shall provide an analysis of the types and quantities of labor required for the Project and review the availability of appropriate categories of labor required for critical phases. The Construction Manager shall make recommendations for actions designed to minimize adverse effects of labor shortages.

§ 3.2.16 The Construction Manager shall assist the Owner in obtaining information regarding applicable requirements for equal employment opportunity programs, and other programs as may be required by governmental and for quasi governmental authorities for inclusion in the Contract Documents.

§ 3.2.17 Following the Owner's approval of the Drawings, Specification and any other Construction Documents, the Construction Manager shall update and submit the latest estimate of the Cost of the Work and the Project schedule for the Architect's review and the Owner's approval.

Pre-Bond Phase Services

(Paragraphs deleted)

§3.2.18 The Construction Manager shall develop a schedule for the Pre-Bond Phase to encompass bond passage campaign activities, statutory deadlines, public meetings, design meetings and Owner meetings and coordinated with the future timeline for design and construction of the project.

§3.2.19 The Construction Manager shall assist the Architect and Owner in the development of the project program to meet the District's needs and goals.

§3.2.20 The Construction Manager shall attend all meetings involving the Pre-Bond Phase Services.

§3.2.21 The Construction Manager shall assist the Owner in the development of a strategy for the passage of the bond referendum. This effort will include the review of information provided by the Owner related to past bond efforts to ascertain the positive and negative effects of previous efforts.

§3.2.22 The Construction Manager shall participate and may conduct meetings to educate the public on the merits of the proposed project. These meetings may be open public meetings or small private gatherings.

§3.2.23 Based on the Pre-Bond design, the Construction Manager shall prepare an estimate of the probable Cost of the Work and soft cost using area, volume or similar conceptual estimating techniques for the Owner's approval to be used for the bond referendum as a project budget.

§ 3.3 Construction Phase Administration of the Construction Contract

§ 3.3.1 Subject to Section 4.3, the Construction Manager's responsibility to provide Construction Phase Services commences when the drawings and specifications are ready to be bid by the trade contractors and terminates thirty (30) days after the Owner accepts the Architect issued the final Certificate for Payment, except for the continuing duty to provide a one-year warranty inspection.

§ 3.3.2 The Construction Manager shall submit a list of prospective bidders for the Architect's review and the Owner's approval.

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§ 3.3.3 The Construction Manager shall develop bidders' interest in the Project and establish bidding schedules. The Construction Manager, with the assistance of the Architect, shall issue bidding documents to bidders and conduct pre-bid conferences with prospective bidders. The Construction Manager shall issue the current Project schedule with each set of bidding documents. The Construction Manager and Architect shall work together to answer questions from bidders and issue addenda. The Construction Manager shall work with the Owner and its legal counsel, as necessary, to ensure all Iowa Competitive Bidding Laws as outlined in Iowa Code Chapters 26 and 573, as amended from time to time.

§ 3.3.4 The Construction Manager shall receive bids, prepare bid analyses and make recommendations to the Owner for the Owner's award of Contracts or rejection of bids.

§ 3.3.5 The Construction Manager shall prepare for the Owner's review Construction Contracts and advise the Owner on the acceptability of Subcontractors and material suppliers proposed by Multiple Prime Contractors.

§ 3.3.6 The Construction Manager shall obtain on the Owner's behalf building permits and special permits for permanent improvements, except for permits required to be obtained directly by the various Multiple Prime Contractors. The Construction Manager shall verify that the Owner has paid applicable fees and assessments. The Construction Manager shall assist the Owner and Architect in connection with the Owner's responsibility for filing documents required for the approvals of governmental authorities having jurisdiction over the Project.

§ 3.3.7 The Construction Manager shall provide a staffing plan to include one or more representatives who shall be in attendance during the construction phase, provide full-time attendance at the Project site whenever the Work is being performed, and when otherwise necessary even when work is not being performed.

§ 3.3.8 The Construction Manager shall provide on-site administration of the Contracts for Construction in cooperation with the Architect as set forth below and in AIA Document A232™-2009, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition as may be amended. If the Owner and Contractor modify AIA Document A232-2009, those modifications shall not affect the Construction Manager's services under this Agreement unless the Owner and the Construction Manager amend this Agreement.

§ 3.3.9 The Construction Manager shall provide administrative, management and related services to coordinate scheduled activities and responsibilities of the Multiple Prime Contractors with each other and with those of the Construction Manager, the Owner and the Architect. The Construction Manager shall coordinate the activities of the Multiple Prime Contractors in accordance with the latest approved Project schedule and the Contract Documents. Owner and Construction Manager agree that Construction Manager will provide full-time (or some other amount of time as agreed between the parties) administration at the Project site during the Construction Phase.

§ 3.3.10 Utilizing the construction schedules provided by the Multiple Prime Contractors, the Construction Manager shall update the Project schedule, incorporating the activities of the Owner, Architect, and Multiple Prime Contractors on the Project, including activity sequences and durations, allocation of labor and materials, processing of Shop Drawings, Product Data and Samples, and delivery and procurement of products, including those that must be ordered well in advance of construction. The Project schedule shall include the Owner's occupancy requirements showing portions of the Project having occupancy priority. The Construction Manager shall update and reissue the Project schedule as required to show current conditions. If an update indicates that the previously approved Project schedule may not be met, the Construction Manager shall take corrective action with the Contractors to bring the project back on schedule without any unnecessary expense to the Owner.

§ 3.3.11 The Construction Manager shall schedule and conduct meetings to discuss such matters as procedures, progress, coordination, and scheduling of the Work. The Construction Manager shall prepare and promptly distribute minutes to the Owner, Architect and Multiple Prime Contractors.

§ 3.3.12 Consistent with various bidding documents and utilizing information from the Multiple Prime Contractors, the Construction Manager shall schedule and coordinate the sequence of construction and assignment of space in areas where the Multiple Prime Contractors are performing Work, in accordance with the Contract Documents and the latest approved Project schedule.

(Paragraphs deleted)

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§ 3.3.13 The Construction Manager shall schedule all tests and inspections required by the Contract Documents or governmental authorities, and arrange for the delivery of test and inspection reports to the Owner and Architect.

§ 3.3.14 If the Construction Manager identifies that Work is not in conformance with the Contract Documents the Construction Manager will immediately stop the Work (unless the non-conformance is of a very minor nature and will not impact the continuation of Work on the Project) and recommend to the Owner and Architect a course of corrective or other action. The Construction Manager shall work solely for the benefit of the Owner.

§ 3.3.15 The Construction Manager shall monitor and evaluate actual costs for activities in progress and estimates for uncompleted tasks and advise the Owner and Architect as to variances between actual and budgeted or estimated costs. If the Contractor is required to submit a Control Estimate, the Construction Manager shall meet with the Owner and Contractor to review the Control Estimate. The Construction Manager shall promptly notify the Contractor if there are any inconsistencies or inaccuracies in the information presented. The Construction Manager shall also report the Contractor's cost control information to the Owner.

§ 3.3.16 The Construction Manager shall develop cash flow reports and forecasts for the Project and advise the Owner and Architect as to variances between actual and budgeted or estimated costs.

§ 3.3.17 The Construction Manager shall maintain accounting records on authorized Work performed under unit costs, additional Work performed on the basis of actual costs of labor and materials, and other Work requiring accounting records.

(Paragraph deleted)

§ 3.3.18.1 The Construction Manager shall develop and implement procedures for the review and processing of Applications for Payment by Multiple Prime Contractors for progress and final payments.

§ 3.3.18.2 Not more frequently than monthly, the Construction Manager shall review and certify the amounts due the respective Contractors as follows:

- .1 Where there is only one Contractor responsible for performing the Work, the Construction Manager shall, within seven days after the Construction Manager receives the Contractor's Application for Payment, review the Application, certify the amount the Construction Manager determines is due the Contractor, and forward the Contractor's Application and Certificate for Payment to the Architect.
- .2 Where there are Multiple Prime Contractors responsible for performing different portions of the Project, the Construction Manager shall, within seven days after the Construction Manager receives each Contractor's Application for Payment: (1) review the Applications and certify the amount the Construction Manager determines is due each Contractor, (2) prepare a Summary of Contractors' Applications for Payment by summarizing information from each Contractor's Application for Payment, (3) prepare a Project Application and Certificate for Payment, (4) certify the total amount the Construction Manager determines is due all Multiple Prime Contractors collectively, and (5) forward the Summary of Contractors' Applications for Payment and Project Application and Certificate for Payment to the Architect.

§ 3.3.18.3 The Construction Manager's certification for payment shall constitute a representation to the Owner, based on the Construction Manager's evaluations of the Work and on the data comprising the Contractors' Applications for Payment, that, to the best of the Construction Manager's knowledge, information and belief, the Work has progressed to the point indicated and the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion and to specific qualifications expressed by the Construction Manager. The issuance of a Certificate for Payment shall further constitute a recommendation to the Architect and Owner that the Contractor be paid the amount certified.

§ 3.3.18.4 The certification of an Application for Payment or a Project Application for Payment by the Construction Manager shall not be a representation that the Construction Manager has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work; (2) reviewed construction means, methods, techniques, sequences for the Contractor's own Work, or procedures; (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to

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payment; or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.3.19 The Construction Manager shall review the safety programs developed by each of the Multiple Prime Contractors solely and exclusively for purposes of coordinating the safety programs with those of the other Contractors and for making recommendations to the Owner for any safety programs not included in the Work of the Multiple Prime Contractors. The Construction Manager's responsibilities for coordination of safety programs shall not extend to direct control over or charge of the acts or omissions of the Contractor, Multiple Prime Contractors, Subcontractors, agents or employees of the Contractors or Multiple Prime Contractors or Subcontractors, or any other persons performing portions of the Work and not directly employed by the Construction Manager.

§ 3.3.20 The Construction Manager shall work to guard the Owner against defects and deficiencies in the Work by only accepting work performed in accordance with the Contract Documents, unless non-conforming work is expressly approved by the Owner. The Construction Manager, in consultation with the Architect, as it deems necessary, shall have the authority to reject Work that does not conform to the Contract Documents and shall notify the Owner prior to the rejection. The failure of the Construction Manager to reject Work shall not constitute the acceptance of the Work. The Construction Manager shall record any rejection of Work in its daily log and include information regarding the rejected Work in its progress reports to the Architect and Owner pursuant to Section 3.3.20.1. Upon written authorization from the Owner, the Construction Manager may require and make arrangements for additional inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed, and the Construction Manager shall give timely notice to the Architect of when and where the tests and inspections are to be made so that the Architect may be present for such procedures.

(Paragraphs deleted)

§ 3.3.21 The Construction Manager shall advise and consult with the Owner and Architect during the performance of its Construction Phase Services. The Construction Manager shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Construction Manager shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work of each of the Contractors, since these are solely the Contractor's rights and responsibilities under the Contract Documents. The Construction Manager shall not be responsible for a Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Construction Manager shall be responsible for the Construction Manager's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or Multiple Prime Contractors, Subcontractors, or their agents or employees, or any other persons or any other persons or entities performing portions of the Work.

§ 3.3.22 The Construction Manager shall transmit to the Architect requests for interpretations and requests for information of the meaning and intent of the Drawings and Specifications with its written recommendation, and assist in the resolution of questions that may arise.

§ 3.3.23 The Construction Manager shall preform in-depth review requests for changes, assist in negotiating Contractors' proposals, submit recommendations to the Architect and Owner, and, if they are accepted, prepare Change Orders and Construction Change Directives that incorporate the Architect's modifications to the Contract Documents.

§ 3.3.23.1 The Construction Manager shall receive certificates of insurance and bond documents from the Contractors and forward them to the Owner with a copy to the Architect.

§ 3.3.24 The Construction Manager shall assist the Initial Decision Maker in the review, evaluation and documentation of Claims, subject to Section 4.3.1.7.

§ 3.3.25 In collaboration with the Architect, the Construction Manager shall establish and implement procedures for expediting the process and approval of Shop Drawings, Product Data, Samples and other submittals. The Construction Manager shall review all Shop Drawings, Product Data, Samples and other submittals from the Contractors for general compliance with the Contract Documents. The Construction Manager shall coordinate submittals with information contained in related documents and transmit to the Architect, with copies to the Owner, of those which have been approved by the Construction Manager. The Construction Manager's actions shall be taken in

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accordance with the Project submittal schedule approved by the Architect, or in the absence of an approved Project submittal schedule, with such reasonable promptness as to cause no delay in the Work or in the activities of the Contractor, other Multiple Prime Contractors, the Owner or the Architect.

§ 3.3.26 The Construction Manager shall keep a daily log containing a record of weather, each Contractor's Work on the site, number of workers, identification of equipment, Work accomplished, problems encountered, and other similar relevant data as the Owner may require or request.

(Paragraph deleted)

§ 3.3.27.1 The Construction Manager shall record the progress of the Project. On a monthly basis, or as otherwise necessary due to a status change in the project schedule, etc. The Construction Manager shall submit written progress reports to the Owner and Architect, showing percentages of completion and other information identified below:

- .1 Work completed for the period;
- .2 Project schedule status;
- .3 Submittal schedule and status report, including a summary of remaining and outstanding submittals;
- .4 Request for information, Change Order, and Construction Change Directive status reports;
- .5 Tests and inspection reports;
- .6 Status report of nonconforming and rejected Work;
- .7 Daily logs;
- .8 Summary of all Multiple Prime Contractors' Applications for Payment;
- .9 Cumulative total of the Cost of the Work to date including the Construction Manager's compensation and reimbursable expenses at the job site, if any;
- .10 Cash-flow and forecast reports; and
- .11 Any other items the Owner may require or request.

§ 3.3.27.2 In addition, for Projects constructed on the basis of the Cost of the Work, the Construction Manager shall include the following additional information in its progress reports:

- .1 Contractor's work force report;
- .2 Equipment utilization report;
- .3 Cost summary, comparing actual costs to updated cost estimates; and
- .4 Any other items as the Owner may require;

§ 3.3.28 The Construction Manager shall maintain at the site one recorded copy of all Contracts, Drawings, Specifications, addenda, Change Orders and other Modifications, in good order and marked currently to record all changes and selections made during construction, and in addition, approved Shop Drawings, Product Data, Samples and similar required submittals. The Construction Manager shall maintain records, in duplicate, of principal building layout lines, elevations of the bottom of footings, floor levels and key site elevations certified by a qualified surveyor or professional engineer. The Construction Manager shall make all such records available to the Architect and the Contractor, and upon completion of the Project, shall deliver them to the Owner.

§ 3.3.29 The Construction Manager shall arrange for the delivery, storage, protection and security of Owner-purchased materials, systems and equipment that are a part of the Project until such items are incorporated into the Work.

§ 3.3.30 With the Architect and the Owner's maintenance personnel, the Construction Manager shall observe the Contractor's or Multiple Prime Contractors' final testing and start-up of utilities, operational systems and equipment and observe any commissioning as the Contract Documents may require.

§ 3.3.31 When the Construction Manager considers each Contractor's Work or a designated portion thereof is substantially complete, the Construction Manager shall, jointly with the Contractor, prepare for the Architect a list of incomplete or unsatisfactory items and a schedule for their completion. The Construction Manager shall assist the Architect in conducting inspections to determine whether the Work or designated portion thereof is substantially complete.

§ 3.3.31.1 Upon achievement of substantial completion, the Construction Manager shall assist the Architect in performing its responsibilities in accordance with procedures for the review and processing of applications by contractors for progress payments and final payments as the Owner's Designated Representative under Iowa law for purposes of evaluating the release of retainage.

§ 3.3.32 When the Work or designated portion thereof is substantially complete, the Construction Manager shall prepare, and the Construction Manager and Architect shall execute, a Certificate of Substantial Completion. The Construction Manager shall submit the executed Certificate to the Owner and Contractor. The Construction Manager shall coordinate the correction and completion of the Work. Following issuance of a Certificate of Substantial Completion of the Work or a designated portion thereof, the Construction Manager shall evaluate the completion of the Work of the Contractor or Multiple Prime Contractors and make recommendations to the Architect when Work is ready for final inspection. The Construction Manager shall assist the Architect in conducting final inspections.

§ 3.3.33 The Construction Manager shall obtain and forward to the Owner, with a copy to the Architect, the following information received from the Contractor or Multiple Prime Contractors: (1) certificates of insurance received from the Contractor or Multiple Prime Contractors; (2) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (3) affidavits, receipts, releases and waivers of liens and/or Iowa Code Chapter 573 claims (the equivalent of mechanic's liens for public projects in Iowa) or bonds indemnifying the Owner against liens; and (4) any other documentation required of the Contractor under the Contract Documents, including warranties and similar submittals.

§ 3.3.34 The Construction Manager shall secure and transmit to the Architect warranties and similar submittals required by the Contract Documents for delivery to the Owner and deliver all keys, manuals, record drawings and maintenance stocks to the Owner. The Construction Manager shall forward to the Architect a final Project Application for Payment upon compliance with the requirements of the Contract Documents. Prior to final completion of the Project, the Construction Manager shall direct Prime Contractors' to compile manufacturers' operations and maintenance manuals, warranties, and guarantees, and certificates, and index and bind such documents in an organized manner and provide the binder to the Owner. The Construction Manager shall also secure and transmit to the Owner all keys, PDF formatted electronic manuals, record drawings, maintenance stocks and other information. In consultation with the Architect, the Construction Manager shall determine when the Project and the Contractor's work is finally completed, and shall provide to the Owner a written recommendation regarding payment to the Contractor and shall issue a final Project Application for payment upon compliance with the requirements of the Contract Documents. At the conclusion of the Project, the Construction Manager shall prepare and deliver to the Owner final project account and close-out reports. The Construction Manager shall collect and submit the as-built drawings to the Owner within four (4) weeks of the date of final completion. The Construction Manager shall also assist the Owner in checking all equipment and verifying that all Project systems are working properly at the end of the Project and prior to Final Completion and Acceptance.

§ 3.3.35 Duties, responsibilities and limitations of authority of the Construction Manager as set forth in the Contract Documents shall not be restricted, modified or extended without written consent of the Owner and Construction Manager. Consent shall not be unreasonably withheld. Architect shall be informed of any modifications made to the Construction Manager's contractual duties of responsibilities.

§ 3.3.36 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Construction Manager shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance and to ascertain if there are any warranty matters that have not been corrected and the contractor responsible for the correction thereof.

ARTICLE 4 ADDITIONAL SERVICES

§ 4.1 Additional Services listed below are not included in Basic Services but may be required for the Project. The Construction Manager shall provide the listed Additional Services only if specifically designated in the table below as the Construction Manager's responsibility, and the Owner shall compensate the Construction Manager as provided in Section 11.2. Any additional service for which the Owner is to compensate the Construction Manager must be authorized in writing by the Owner before such additional services is commenced, and an estimate of the cost or a method of determining the cost shall be submitted by the Construction Manager prior to the authority being granted for said service by the Owner.

(Designate the Additional Services the Construction Manager shall provide in the second column of the table below. In the third column indicate whether the service description is located in Section 4.2 or in an attached exhibit. If in an exhibit, identify the exhibit.)

Services	Responsibility (Construction Manager, Owner or Not Provided)	Location of Service Description (Section 4.2 below or in an exhibit attached to this document and identified below)
§ 4.1.1 Measured drawings	Not provided	
§ 4.1.2 Architectural interior design (B252™-2007)	Architect	
§ 4.1.3 Tenant-related services	Not provided	
§ 4.1.4 Commissioning (B211™-2007)	To be determined	
§ 4.1.5 LEED® certification (B214™-2012)	Not provided	
§ 4.1.6 Furniture, furnishings, and equipment design (B253™-2007)	Architect	

§ 4.2 Insert a description of each Additional Service designated in Section 4.1, if not further described in an exhibit attached to this document.

To be determined by mutual agreement.

§ 4.3 Additional Services may be provided after execution of this Agreement, without invalidating this Agreement. Except for services required due to the fault of the Construction Manager, any Additional Services provided in accordance with this Section 4.3 shall entitle the Construction Manager to compensation pursuant to Section 11.3.

§ 4.3.1 Upon recognizing the need to perform the following Additional Services, the Construction Manager shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Construction Manager shall not proceed to provide the following services until the Construction Manager receives the Owner's written authorization:

- .1 Services necessitated by a significant change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including, but not limited to, size, quality, complexity, the Owner's schedule or budget for Cost of the Work.
- .2 Services necessitated by the enactment or revision of codes, laws or regulations or official interpretations after the date of this Agreement that could not have been reasonably known by the Construction Manager prior to entering into the Agreement;
- .3 Preparation of documentation for alternate bid or proposal requests proposed by the Owner;
- .4 Intentionally left blank;
- .5 Preparation for, and attendance at a dispute resolution proceeding or legal proceeding, except where the Construction Manager is party thereto;
- .6 Providing consultation concerning replacement of Work resulting from fire or other cause during construction and furnishing services required in connection with the replacement of such Work;
- .7 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.3.2 To avoid delay in the Construction Phase, the Construction Manager shall provide the following Additional Services, notify the Owner promptly in writing of the Additional Services performed, and explain the facts and circumstances giving rise to the need. If the Owner subsequently determines that all or parts of those services are not required, the Owner shall give prompt written notice to the Construction Manager, and the Owner shall have no further obligation to compensate the Construction Manager for those services:

- .1 Services in evaluating more than ten (10) formal Claims submitted by a Contractor or others in connection with the Work when the Architect is serving as the Initial Decision Maker.

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- .2 To the extent the Construction Manager's Basic Services are affected, providing Construction Phase Services ninety (90) days after (1) the date of Substantial Completion of the Work or (2) the anticipated date of Substantial Completion, identified in Initial Information, whichever is earlier.
- .3 Services required in an emergency to coordinate the activities of a Contractor or Multiple Prime Contractors in the event of risk of personal injury or serious property damage, consistent with Section 3.3.13.

(Paragraph deleted)

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including the Owner's program, other objectives, schedule, constraints and criteria, special equipment, systems, and site requirements.

§ 5.2 The Owner, in consultation with the Architect and Construction Manager, shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1, (2) the Owner's other costs, and (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Construction Manager and Architect. The Owner, Architect, and Construction Manager, shall thereafter make a corresponding change in the budget for the Cost of the Work or in the Project's scope and quality.

§ 5.3 The Owner acknowledges that accelerated, phased or fast-track scheduling provides a benefit, but also carries with it the risk of additional costs. If the Owner selects accelerated, phased or fast-track scheduling, the Owner agrees to include in the budget for the Project sufficient contingencies to cover such costs.

§ 5.4 The Owner shall retain an Architect to provide services, duties and responsibilities as described in AIA Document B132-2009, Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition. The Owner shall provide the Construction Manager a copy of the executed agreement between the Owner and Architect, and any further modifications to the agreement.

§ 5.5 The Owner shall render decisions pertaining to documents the Construction Manager submits in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Construction Manager's services.

§ 5.5.1 The Board of Directors or its authorized designee, to the extent such designation is permitted by law, shall be solely authorized to act on the Owner's behalf with respect to the Project, Change Order Approvals and the Approved Construction Budget. The Owner's administrative representative or Board designee shall be available during working hours as often as may be necessary to render decisions which can be made without the Board of Directors' approval and to furnish information in a timely manner. The Owner shall provide to the Construction Manager the contact information for the Owner's contact person(s). If it becomes necessary to appoint a new representative, such appointment shall be communicated to the Construction Manager in writing within three (3) days of such appointment.

§ 5.6 Unless provided by the Construction Manager, the Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.7 Unless provided by the Construction Manager, the Owner shall furnish services of geotechnical engineers, which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.8 The Construction Manager, on behalf of the Owner shall coordinate the services of the Owner's consultants with those services provided by the Construction Manager. Upon the Construction Manager's request, the Owner shall

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

§ 5.9 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.10 The Owner shall furnish all legal, insurance and accounting services, including auditing services required to verify the Multiple Prime Contractors' Applications for Payment or to ascertain how or for what purposes the Contractors have used the money paid by or on behalf of the Owner, as may be necessary at any time for the Project. Construction Manager shall collect from the Multiple Prime Contractors, and where appropriate, their subcontractors or suppliers, evidence of payment of debts associated with the Project and a final release of all claims prior to final payment. The Construction Manager shall further review and verify entitlement to release of retainage and review and make recommendations to Owner as to the validity of any claims asserted under Iowa Code Chapter 573.

§ 5.11 The Owner shall provide prompt written notice to the Construction Manager and Architect if the Owner becomes aware of any fault or defect in Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service or any fault or defect in the Construction Manager's services, however, Owner shall have no affirmative obligation or duty under the Agreement to inspect for defects or errors in the Project or the Architect's instruments of service.

§ 5.12 The Owner reserves the right to perform construction and operations related to the Project with the Owner's own forces, and to award contracts in connection with the Project which are not part of the Construction Manager's responsibilities under this Agreement. The Construction Manager shall notify the Owner if any such independent action will interfere with the Construction Manager's ability to perform the Construction Manager's responsibilities under this Agreement. When performing construction or operations related to the Project, the Owner agrees to be subject to the same obligations and to have the same rights as the Contractors.

§ 5.13 Except as otherwise provided in this Agreement, or when direct communications have been specially authorized, the Owner shall endeavor to communicate with the Contractor and the Construction Manager's consultants through the Construction Manager about matters arising out of or relating to the Contract Documents. The Owner shall promptly notify the Construction Manager of any direct communications that may affect the Construction Manager's services.

§ 5.14 Before executing the Contract for Construction, the Owner shall coordinate the Construction Manager's duties and responsibilities set forth in the Contract for Construction with the Construction Manager's services set forth in this Agreement. The Owner shall provide the Construction Manager a copy of the executed agreements between the Owner and Contractors, including the General Conditions of the Contracts for Construction.

§ 5.15 The Owner shall provide the Construction Manager access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Construction Manager access to the Work wherever it is in preparation or progress.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include the contractors' general conditions costs, overhead and profit including all change orders to Contractors. The Cost of the Work includes the compensation of the Construction Manager and Construction Manager's Consultants during the Construction Phase only, including compensation for reimbursable expenses. The Cost of the Work does not include the compensation of the Architect, the costs of the land, rights-of-way, financing, contingencies for changes in the Work or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and may be adjusted throughout the Project as required under Sections 5.2 and 6.4. Evaluations of the Owner's budget, preliminary estimates for the

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Cost of the Work and detailed estimates of the Cost of the Work prepared by the Construction Manager represent the Construction Manager's best professional judgment as a person or entity familiar with the construction industry. It is recognized, however, that neither the Construction Manager nor the Owner has control over the cost of labor, materials or equipment, over Contractors' methods of determining bid prices, or over competitive bidding, market or negotiating conditions.

§ 6.3 Intentionally left blank.

§ 6.4 If, prior to the conclusion of the Design Development Phase, the Construction Manager's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Construction Manager, in consultation with the Architect, shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget, and the Owner shall cooperate with the Construction Manager and Architect in making such adjustments.

§ 6.5 If the estimate of the Cost of the Work at the conclusion of the Design Development Phase exceeds the Owner's budget for the Cost of the Work, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 in consultation with the Construction Manager and Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- .3 implement any other mutually acceptable alternative.

§ 6.6 If the Owner chooses to proceed under Section 6.5.2 and the Architect and Construction Manager incorporate the required modifications to the Construction Documents to reduce the Cost of Work, yet the sum of the lowest responsive, responsible bid on the Project exceeds the Owner's budget for the Cost of Work, the Owner may

- .1 give written approval to increase the budget for the Cost of the Work;
- .2 authorize rebidding of the Project within a reasonable time;
- .3 if the Project is abandoned, terminate in accordance with Section 9.3; or
- .4 cooperate in revising the Project scope and quality as required to reduce the budget for the Cost of Work.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Construction Manager, without additional charge, shall cooperate with the Owner and Architect as necessary to bring the bids within the budget of the Cost of Work.

ARTICLE 7 COPYRIGHTS AND LICENSES

The Construction Manager and the Construction Manager's consultants, if any, shall not own or claim a copyright in the Instruments of Service. The Drawings, Specifications and other documents prepared by the Architect for this Project are deemed Instruments of Service for use with this Project and shall become the property of the Owner, whether or not the Project is completed. The Construction Manager, the Construction Manager's consultants, if any, and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project. If the Owner and Construction Manager intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Construction Manager shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement in accordance with the requirements of the method of binding dispute resolution selected in this Agreement within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Construction Manager waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Construction Manager waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A232-2009, General Conditions of the Contract for Construction. The Owner or the Construction Manager, as appropriate, shall require of the contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.

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§ 8.1.3 The Construction Manager shall indemnify and hold the Owner and the Owner's officers and employees harmless from and against damages, losses and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are caused by the negligent acts or omissions of the Construction Manager, its employees and its consultants in the performance of professional services under this Agreement. The Construction Manager's duty to indemnify the Owner under this provision shall be limited to the available proceeds of insurance coverage.

§ 8.1.4 The Construction Manager and Owner hereby expressly reserve the right to claim consequential damages not to exceed One Hundred Thousand Dollars (\$100,000) against the other for claims, disputes or other matters in question arising out of or relating to this Agreement. This right to claim consequential damages is applicable to all consequential damages due to either party's termination of this Agreement and shall be limited to One Hundred Thousand Dollars (\$100,000).

§ 8.2 Mediation

§ 8.2.1 Intentionally left blank.

§ 8.2.2 The Owner and Construction Manager shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be administered in accordance with Iowa Code Chapter 679C, as amended. A request for mediation shall be made in writing, delivered to the other party to the Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order.

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

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:
(Check the appropriate box. If the Owner and Construction Manager do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.)

Arbitration pursuant to Section 8.3 of this Agreement

Litigation in a court of competent jurisdiction

Other: *(Specify)*

§ 8.3 Intentionally left blank

(Paragraphs deleted)

§ 8.3.4 Intentionally left blank

(Paragraphs deleted)

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Construction Manager in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Construction Manager's option, cause for suspension of performance of services under this Agreement, except that payment may be withheld from the Construction Manager for the Construction Manager's substantial non-compliance of non-performance formally claimed and/or determined in accordance with the terms of this Agreement without penalty to the Owner for such withholding. If the Construction Manager elects to suspend services, the Construction Manager shall give seven

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days' written notice to the Owner before suspending services. In the event of a suspension of services, the Construction Manager shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Construction Manager shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Construction Manager's services. The Construction Manager's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project for more than sixty (60) consecutive days, for reasons other than the fault of the Construction Manager, the Construction Manager shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Construction Manager's compensation shall be equitably adjusted to provide for expenses incurred in the interruption and resumption of the Construction Manager's services.

§ 9.3 If the Owner abandons the Project for more than one hundred eighty (180) cumulative days for reasons other than the fault of the Construction Manager, the Construction Manager may terminate this Agreement by giving not less than seven (7) days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven (7) days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

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

§ 9.5.1 Notwithstanding any other provisions of this Agreement, if funds anticipated for the continued fulfillment of the Agreement are at any time not forthcoming or insufficient, either through the failure of the state or the Owner to appropriate funds or through discontinuance or material alteration of the program for which funds were provided, the Owner shall have the right to terminate this Agreement without penalty by giving not less than thirty (30) days written notice documenting the lack of funding.

§ 9.5.2 With the mutual agreement of both parties upon receipt and acceptance of not less than thirty (30) days' written notice, this Agreement may be terminated on any agreed date before the end of the term without penalty to either party.

§ 9.6 In the event of termination not the fault of the Construction Manager, the Construction Manager shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due.

(Paragraphs deleted)

§ 9.6.1 In the event of termination for the Owner's convenience after commencement of construction, the Construction Manager shall be entitled to receive payment for services performed.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law State of Iowa. Any claim or action brought under this Agreement shall be heard in the Iowa District Court for Fremont County.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A232-2009, General Conditions of the Contract for Construction, as may be amended, except for purposes of this Agreement, the term "Work" shall include the work of all Contractors under the administration of the Construction Manager.

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

§ 10.4 If the Owner requests the Construction Manager to execute certificates, the proposed language of such certificates shall be submitted to the Construction Manager for review at least fourteen (14) days prior to the requested dates of execution. If the Owner requests the Construction Manager to execute consents reasonably required to facilitate assignment to a lender, the Construction Manager shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Construction Manager for review at least fourteen (14)

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days prior to execution. The Construction Manager shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement.

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

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

§ 10.7 The Construction Manager shall have the right to include photographic or artistic representations of the design of the Project among the Construction Manager's promotional and professional materials. The Construction Manager shall be given reasonable access to the completed Project to make such representations. However, the Construction Manager's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Construction Manager in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Construction Manager in the Owner's promotional materials for the Project.

§ 10.8 If the Construction Manager or Owner receives information specifically designated by the other party as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except to (1) its employees, (2) those who need to know the content of such information in order to perform services or construction solely and exclusively for the Project, or (3) its consultants and contractors whose contracts include similar restrictions on the use of confidential information, or (4) comply with any public records requests under the Iowa Public Records law, as applicable.

ARTICLE 11 COMPENSATION

§ 11.1 For the Construction Manager's Basic Services described under Article 3, the Owner shall compensate the Construction Manager as follows:

§ 11.1.1 For Preconstruction Phase Services in Section 3.2:

(Insert amount of, or basis for, compensation, including stipulated sums, multiples or percentages.)

Pre-Bond Services shall be a lump sum fee of \$15,000.00. The Pre-Bond Services shall end when the bond referendum is voted upon.

Preconstruction Phase Services shall be lump sum fee of \$55,000.00. The Preconstruction Phase shall end when the drawings and specifications are ready for bid by the trade contractors.

§ 11.1.2 For Construction Phase Services in Section 3.3:

(Insert amount of, or basis for, compensation, including stipulated sums, multiples or percentages.)

Compensation shall consist of a fee of 2.75% of the Cost of the Work, hourly rates as outlined in 11.5 and reimbursable expenses as specified in Article 11.6, and Article 12.

§ 11.2 For Additional Services designated in Section 4.1, the Owner shall compensate the Construction Manager as follows:

(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

Hourly rates as outlined in 11.5 and reimbursable expenses as specified in Article 11.6, and Article 12.

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.3, the Owner shall compensate the Construction Manager as follows:

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

Hourly rates as outlined in 11.5 and reimbursable expenses as specified in Article 11.6, and Article 12.

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§ 11.4 Compensation for Additional Services of the Construction Manager's consultants when not included in Sections 11.2 or 11.3, shall be the amount invoiced to the Construction Manager plus two and three-fourths percent (2.75 %), or as otherwise stated below:

§ 11.5 The hourly billing rates for services of the Construction Manager and the Construction Manager's consultants, if any, are set forth below.
(If applicable, attach an exhibit of hourly billing rates or insert them below.)

Direct Personnel Expense	Regular	Overtime
Project Executive	\$130.00	\$130.00
Project Manager/Chief Estimator	\$109.37	\$109.37
Field Engineer/Cost Estimator	\$76.53	\$76.53
Superintendent	\$94.52	\$94.52

These rates include wages, labor overhead, payroll taxes, insurance, and fringe benefits. The above rates are effective through July 1, 2019 on and after that date the rates shall be annually adjusted in accordance with the Construction Manager's normal review practices.

§ 11.6 Compensation for Reimbursable Expenses

§ 11.6.1 Reimbursable Expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by the Construction Manager and the Construction Manager's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets;
- .3 Fees paid for securing approval of authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, standard form documents;
- .5 Postage, handling and delivery;
- .6 Intentionally left blank;
- .7 Professional photography, and presentation materials requested by the Owner;
- .8 Premiums for liability insurance not related to labor, which is general, umbrella, excess umbrella, professional and pollution liability. The cost for these premiums shall be 0.59% of the total and final Cost of the Work;
- .9 Construction Manager's consultant's expense of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits if the Owner requests such insurance in excess of that normally carried by the Construction Manager's consultants;
- .10 All taxes levied on professional services and on reimbursable expenses;
- .11 Site office expenses;
- .12 Other similar Project-related expenditures; and
- .13 Expenses as specified in Article 12.
- .14 The Superintendent's vehicle shall be paid at the rate established in the most recent revision of the Rental Blue Book for Construction Equipment Volume 1 published by Equipment Watch, San Jose, CA. This rate shall include maintenance, tires, and other costs of operation except fuel which will be billed as reimbursable expense.

§ 11.6.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Construction Manager and the Construction Manager's consultants plus fees specified in 11.1, 11.2, and 11.3.

§ 11.7 Payments to the Construction Manager

§ 11.7.1 An initial payment of Zero and No/100 Dollars (\$ 0) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

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§ 11.7.2 Unless otherwise agreed, payments for services shall be made monthly in proportion to services proven to have been performed. Payments are due and payable within thirty (30) days of the Owner's approval of the Construction Manager's invoice. Amounts unpaid forty-five (45) days after the invoice date shall bear interest at the rate specifically set by rule pursuant to Iowa Code Section 74A.2 or Iowa Code Section 573.14, whichever is less.

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

§ 11.7.4 Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be submitted with the monthly invoice.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

§ 12.1 The following shall be considered as Reimbursable Expenses with regard to Construction Phase services.

- Direct Personnel Expense per the rate schedule in Section 11.5 for management, estimating, and supervision.
- All meetings are anticipated to be held in Shenandoah, Iowa. Travel costs will be billed at the current IRS mileage rate for management personnel.

The following are reimbursable expenses that may be furnished by the Construction Manager during the Construction Phase with the approval of the Owner but are not included in the Preliminary General Conditions Estimate:

- Field office trailer or rental office space including furnishings and equipment
- Project Signage
- Postage/Express Mail/Freight
- Documents Reproduction
- Permits/Fees
- Special Insurance Beyond That Normally Carried by Construction Manager
- Sanitation
- Construction Electrical Power/Water
- Drinking Water
- Fencing/Temporary Fencing
- Professional Cleaning (Final)
- Safety Materials/Interim Life Safety Measure
- Hoisting (Crane)
- Fire Protection/Extinguishers
- Job Site Security
- Job Site Lighting
- Job Site Toilets
- Layout Engineering/Surveying
- Material/Soil Testing
- Directional Signs/Barricades
- Traffic Regulation
- Snow Removal
- Job Site Photos
- Communication Devices
- Temporary Enclosures/Weather Enclosures
- Temporary Staging Areas
- Any other work as agreed to by the Owner and Construction Manager

§ 12.2 The Construction Manager shall not be owned, operated, or managed by a registered sex offender who has been convicted of a sex offense against a minor in accordance with Iowa Code 692A.113. In addition, the Construction Manager shall not permit an employee, sub-consultant (Company) owned, operated, or managed by, or sub-consultant employee who is a registered sex offender convicted of a sex offense against a minor on real property of the Owner's

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User Notes:

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schools in accordance with Iowa Code 692A.113. The Construction Manager shall further acknowledge and certify by execution of this Agreement that all services provided under this Agreement shall comply with Iowa Code 692A.113.

§ 12.3 If a suit, action, arbitration or other proceeding is instituted in connection with any controversy arising out of this Agreement or to interpret or enforce any rights under this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party all attorney fees, costs, expert witness fees, and litigation expenses incurred by the prevailing party, including those incurred on appeal.

ARTICLE 13 SCOPE OF THE AGREEMENT

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

§ 13.2 This Agreement is comprised of the following documents listed below:

- .1 AIA Document C132™–2009, Standard Form Agreement Between Owner and Construction Manager as Adviser
- .2 AIA Document E201™–2007, Digital Data Protocol Exhibit, if completed, or the following:

- .3 AIA Document E202™–2008, Building Information Modeling Protocol Exhibit, if completed, or the following:

- .4 Other documents:
(List other documents, if any, including additional scopes of service forming part of the Agreement.)

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

Shenandoah Community School District

Carl A. Nelson & Company



OWNER *(Signature)*

CONSTRUCTION MANAGER *(Signature)*

(Printed name and title)

Tim Seibert, President

(Printed name and title)

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Shenandoah Community School District

RESOLUTION TO ADOPT RETURN-TO-PLAY PROTOCOL

WHEREAS, Concussions are a type of brain injury that can range from mild to severe and can disrupt the way the brain normally works. Concussions can occur with or without loss of consciousness. ***Iowa Code 280.13C(1)(b)***

WHEREAS, Concussions are among the most commonly reported injuries to children and adolescents who participate in recreational activities. Continuing to engage in activities with a concussion or symptoms of a brain injury leaves a young athlete vulnerable to greater injury. ***Iowa Code 280.13C(1)(a)(c)***

WHEREAS, Concussions can impair how a student athlete thinks, acts, feels and learns. A student who has sustained a concussion may need adjustments, modifications to curriculum, and monitoring by medical staff until the student is fully recovered. ***Iowa Code 280.13C(1)(d)***

WHEREAS The Iowa Department of Public Health has created return-to-play protocol based upon peer-reviewed scientific evidence consistent with the guidelines of the Centers for Disease Control and Prevention of the United States Department of Health and Human Services, for a student's return to participation in any extracurricular interscholastic activity after showing signs, symptoms, or behaviors consistent with a concussion or brain injury. ***Iowa Code 280.13C(6)(a)***

NOW THEREFORE, LET IT BE RESOLVED, that *Shenandoah* Board of Education formally adopts the return-to-play protocol established by the Iowa Department of Public Health, listed in 641 Iowa Administrative Code Chapter 54 as the appropriate protocol for *Shenandoah Community School District*. ***Iowa Code 280.13C(6)(a)***

ADOPTED by ACTION of the BOARD this 13th day of May, 2019.

Signed: Board President
