

Shenandoah Community School District Board of Directors  
Shenandoah Administrative Board Room  
December 9, 2024 – 5:00 p.m.  
Annual Meeting

Board Agenda

1. Call to Order
2. Roll Call and Determination of Quorum
3. Mission Statement: Read by Director Twyman
  - a. *The Shenandoah Community School District, in partnership with families and the community, will provide each student an educational environment that maximizes his or her potential to become responsible, successful citizens and lifelong learners in an ever-changing world.*
4. Welcome to Audience
5. Approval of previous meeting minutes
6. Approval of Treasurer's Report
  - a. Account Balances
  - b. Unspent Authorized Budget Report
  - c. Accounts Payable
7. Adjournment of the retiring board

1. Call to Order
2. Roll Call and Determination of Quorum
3. Election of Board President & Oath
4. Election of Board Vice-President & Oath
5. Public Forum
6. Consent Agenda

a. Personnel Requests:

Contracts:

Holly Scherff	Bus Driver Trainer	
Larry Seward	Custodian	\$16.60/hr

Resignations:

Tiffany Spiegel	Director of Student Services	effective June 30, 2025
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b. Fundraising Requests:

\*on attached sheet

c. Out of State Travel Requests:

\*on attached sheet

7. Action Items

- a. Approve Appointment of Ahlers & Cooney as SCSD Attorney
- b. Approve Bank Depositories with Bank Iowa, First National Bank and ISJIT
  - i. Bank Iowa (PPEL, SAVE, General Fund, Management) for up to \$7.5 million
  - ii. Northwest Bank (Activities, Scholarship) for up to \$1 million
  - iii. Iowa Schools Joint Investment Trust for up to \$5 million
- c. Approve Southwest Iowa Herald as SCSD Publication
- d. Appoint Member to the Page County Conference Board
- e. Appoint Member to the Fremont County Conference Board
- f. Approve 2025 Fremont County Fair Agreement
- g. Approve Final Quote for Auditorium Seating Project at \$168,458.08

- h. Approve Chromebook/iPad Purchases
  - i. Chromebooks – CDW-G (low bid)
  - ii. iPads – through state portal
- \*First American
- 8. Closed Session
  - As authorized by Iowa Code Section 21.5(1)(e) to receive an update regarding disciplinary action against a student and to review and discuss records which are required by state or federal law to be kept confidential as provided by Iowa Code Section 21.5(1)(a).
- 9. Return to Open Session
  - a. Vote on recommendation out of closed session
- 10. Informational Items
  - Special Meeting – December 16, 2024 at 5:00 P.M.
  - Next Regular Meeting – January 13, 2025 at 5:00 P.M.
- 11. Adjournment

\*Following the meeting the board will meet in exempt session for the purpose of discussing negotiation strategies.

**Shenandoah Community School District**  
**Minutes of the Regular Meeting of the Board of Directors – November 11, 2024**  
**Administration Board Room**

**Call to Order:**

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

**Roll Call:**

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

**Mission Statement:**

The SCSD Mission Statement was read by Director Wooten.

**Public Hearing – 2025-26 School Calendar:**

The public hearing was opened at 5:01 pm. Dr. Kerri Nelson stated that the administration wanted to get the calendar out sooner to allow families and staff to plan. With no public comment, the hearing was closed at 5:02 pm.

**Welcome to Audience:**

President Fichter welcomed everyone to the meeting.

**Open Forum:**

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

Director Twyman arrived.

**Administrative Report:**

***Recognition of Cross Country and Cheerleading Students Competing at State:***

Dr. Kerri Nelson and High School Principal Ty Ratliff recognized Hailey Egbert for competing at state cross country and the cheerleaders for receiving 4<sup>th</sup> place at state in cheer/dance and stunt.

**Consent Agenda:**

Approve the consent agenda to include previous minutes, the financial accounts, the payment of bills, fundraising requests and grant requests. Personnel Requests: Contracts: Kathryn Binau, PS After School Associate - \$15.99/hr; Richard Foutch, Van Driver - \$17.02/hr; \$44.35/rt. Resignations: Derek Hogue, Custodial/Maintenance – effective 10.30.24; Heather Mather, Food Service – effective 11.8.24; Holly Olson, HS Associate – effective immediately. Transfer: Christine Mackey, IGNITE Associate to Online Enrollment and Student Support Specialist - \$43,888. Volunteer Coach: Devin Morelock, Bowling. Motion to approve by Director Van Der Vliet, second by Director Wooten. Motion carried unanimously.

**Action Items:**

***Approve 2025-26 School Calendar:***

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

***Approve Renewal of Cotton Gallery/Wal-Mart Agreement for the High School Apparel Program:***

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

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

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

***Annual Review of Policies 104.1 Anti-Bullying/Anti-Harassment, 104.E1 Complaint Form, 105 Long Range Needs Assessment, 105.R1 Long Range Needs Assessment Regulation, 505.9 Parent & Family Engagement Districtwide Policy, 505.9R1 Building Level Regulation, 506.1 Education Records Access, 506.1E1 Request of Nonparent, 506.1E2 Release Records, 506.1E3 Request for Hearing, 506.1E4 Examination of Records, 506.1E5 Transfer of Records, 506.1E6 Receipt of Subpoena, 506.1E7 Juvenile Justice Agency Information***

***Sharing Agreement, 506.1E8 Annual Notice, 506.1R1 Regulation, 506.2 Student Directory Information, 506.2E1 Release, 506.2R1 Use of Information, 506.4 Student Library Circulation Records:***

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

***Review and Strike Language Per Iowa Code 279.8 in Policy 605.3 and 605.3R1:***

Per Iowa Code, students cannot serve on a committee regarding book removal. That language will be struck from policy. Motion to approve by Director Wooten, second by Director Twyman. Motion carried unanimously.

**Motion to go into Closed Session:**

At 5:16 pm, Director Van Der Vliet made a motion to go into closed session as authorized by section 21.5 (1)(j) - to discuss the purchase or sale of particular real estate only where premature disclosure could be reasonably expected to increase the price the governmental body would have to pay for that property or reduce the price the governmental body would receive for that property, seconded by Director Wooten. Motion carried unanimously.

Director Mason arrived at 5:45 pm.

By general consensus, the board reconvened in open session at 5:52 pm.

**Informational Items:**

Closed Session followed by Work Session – November 25, 2025 at 5:00 pm

Next Regular Meeting – December 9, 2024 at 5:00 pm

**Adjournment:**

Motion by Director Van Der Vliet, second by Director Wooten to adjourn the meeting at 5:53 pm. Motion carried unanimously.

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Board Secretary

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Board President

**Shenandoah Community School District**  
**Minutes of the Special Meeting of the Board of Directors – November 25, 2024**  
**Administration Board Room**

**Call to Order:**

Board President Jean Fichter called the meeting to order at 5:03 pm.

**Roll Call:**

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

**Motion to go into Closed Session:**

At 5:04 pm, Director Wooten made a motion to go into closed session as authorized by section 21.5 (1)(e) - to receive an update regarding disciplinary action against a student and to review and discuss records which are required by state or federal law to be kept confidential as provided by Iowa Code Section 21.5(1)(a), seconded by Director Twyman. Motion carried unanimously.

By general consensus, the board reconvened in open session at 5:20 pm. Director Wooten made a motion to readmit the student who was the subject of the closed session to in person learning, seconded by Director Twyman. Motion carried unanimously.

**Consent Agenda:**

Approve Personnel Requests: Contracts: Dereck Hogue, Custodian; Melissa Reed, JK-8 Associate - \$15.99/hr. Resignations: Amy Nielsen, Football Cheer; Christopher Staley, Bus Driver – effective 11.30.24. Transfers: Julie Murren, Title Teacher to IGNITE Online Elementary Teacher. Motion to approve by Director Wooten, second by Director Twyman. Motion carried unanimously.

**Approve Termination of Shannah Alexander for Job Abandonment:**

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

**Approve SBRC Application – Increasing Enrollment at \$24,260:**

Director Wooten made a motion to authorize the district’s administration to submit a request to the School Budget Review Committee for a modified supplemental amount of \$24,260 due to an increase of certified enrollment from the prior year, seconded by Director Twyman. Motion carried unanimously.

**Approve SBRC Application – Open Enrollment Out not in Fall of 2023 at \$156,379:**

Director Twyman made a motion to authorize the district’s administration to submit a request to the School Budget Review Committee for a modified supplemental amount of \$156,379 for open enrolled out students who were not included in the district’s previous year certified enrollment count, seconded by Director Wooten. Motion carried unanimously.

**Approve SBRC Application – Limited English Proficient Instruction Beyond 5 Years at \$1,643:**

Director Twyman made a motion to authorize the district’s administration to submit a request to the School Budget Review Committee for a modified supplemental amount of \$1,643 related to the EL program for students who have exceeded five years of weighting that are included on the Fall 2024 certified enrollment headcount, seconded by Director Wooten. Motion carried unanimously.

**Informational Items:**

Next Regular Meeting – December 9, 2024 at 5:00 pm

**Adjournment:**

Motion by Director Wooten, second by Director Twyman to adjourn the meeting at 5:25 pm. Motion carried unanimously.

**Shenandoah Community School District**  
**Minutes of the Work Session of the Board of Directors – November 25, 2024**  
**Administration Board Room**

**Call to Order:**

Board President Jean Fichter called the meeting to order at 5:50 pm.

**Roll Call:**

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

**Discussion Items:**

***K-8 Renovation Update:***

The board received an update on the roof resurfacing and HVAC upgrade projects planned for the K-8 building.

**Adjournment:**

Motion by Director Wooten, second by Director Twyman to adjourn the work session at 7:03 pm.  
Motion carried unanimously.

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Board Secretary

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Board President

**Shenandoah Community School District**  
**Minutes of the Special Meeting of the Board of Directors – November 26, 2024**  
**Administration Board Room**

**Call to Order:**

Board President Jean Fichter called the meeting to order at 5:30 pm.

**Roll Call:**

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

**Closed Session:**

At 5:31 pm, Director Mason made a motion to go into closed session as authorized by Iowa code 21.5 (1)(e) to discuss whether to conduct a hearing or to conduct a hearing to suspend or expel a student, unless an open session is requested by the student or a parent or guardian of the student if the student is a minor, second by Director Twyman. Motion carried unanimously.

**Return to Open Session:**

By general consensus, the board returned to open session at 5:58 pm. Director Mason made a motion to accept the recommended voluntary expulsion agreement through the end of the semester and all stipulations contained within. Director Twyman seconded the motion. Motion carried unanimously. Director Wooten joined the meeting.

**Action Item:**

***Approve Software License and Service Agreement with American Time:***

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

**Adjournment:**

Motion by Director Van Der Vliet, second by Director Wooten to adjourn the meeting at 6:00 pm. Motion carried unanimously.

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Board Secretary

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Board President

ACCOUNT	JULY	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER	JANUARY	FEBRUARY	MARCH	APRIL	MAY	JUNE
<b>General Fund (10)</b>												
Beg Balance Checking (BKIA 10)	-	(15,776.58)	3,858.95	23,492.64	10,113.96	6,966.60	-	-	-	-	-	-
Beg Balance PSF MED INS (BKIA 101)	17,457.17	34,415.79	46,836.53	57,329.28	69,028.30	82,700.14	-	-	-	-	-	-
Beg Balance PSF DNT INS (BKIA 102)	5,991.40	5,935.40	9,760.76	11,979.58	5,998.88	4,952.13	-	-	-	-	-	-
Beg Balance MS Concession (CASH)	210.00	210.00	210.00	210.00	210.00	210.00	-	-	-	-	-	-
Beg Balance Savings (BKIA 14)	72,926.41	(293,380.21)	94,024.82	593,063.52	2,380,604.93	1,104,212.43	-	-	-	-	-	-
Beg Balance Invest ISJIT (BKIA 110)	1,843,562.67	1,862,993.60	14,064.47	-	-	1,003,635.09	-	-	-	-	-	-
Revenues	78,231.31	61,372.98	2,144,363.91	3,038,948.32	1,114,161.62	-	-	-	-	-	-	-
Receivables	676,731.79	265,956.37	101,806.67	-	-	-	-	-	-	-	-	-
Expenditures	(306,052.63)	(486,045.64)	(1,722,929.65)	(1,260,697.81)	(1,379,001.87)	-	-	-	-	-	-	-
Payables	(794,660.12)	(1,266,926.18)	(5,921.44)	1,630.54	1,560.57	-	-	-	-	-	-	-
Prior Month's Adjustment	-	-	-	-	-	-	-	-	-	-	-	-
End Balance Checking (BKIA 10)	(15,776.58)	3,858.95	23,492.64	10,113.96	6,966.60	-	-	-	-	-	-	-
End Balance PSF MED INS (BKIA 101)	34,415.79	46,836.53	57,329.28	69,028.30	82,700.14	-	-	-	-	-	-	-
End Balance PSF DNT INS (BKIA 102)	5,935.40	9,760.76	11,979.58	5,998.88	4,952.13	-	-	-	-	-	-	-
End Balance MS Concession (CASH)	210.00	210.00	210.00	210.00	210.00	-	-	-	-	-	-	-
End Balance Savings (BKIA 14)	(293,380.21)	94,024.82	593,063.52	2,380,604.93	1,104,212.43	-	-	-	-	-	-	-
End Balance Invest ISJIT (BKIA 110)	1,862,993.60	14,064.47	-	-	1,003,635.09	-	-	-	-	-	-	-
<b>Total General Fund</b>	<b>1,594,398.00</b>	<b>168,755.53</b>	<b>686,075.02</b>	<b>2,465,956.07</b>	<b>2,202,676.39</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
Check	1,594,398.00	168,755.53	686,075.02	2,465,956.07	2,202,676.39	2,202,676.39	-	-	-	-	-	-
<b>Management Fund (22)</b>												
Beg Balance Checking (BKIA 10)	2,473.93	(1,170.13)	2,973.40	2,017.75	2,549.28	282.59	-	-	-	-	-	-
Beg Balance Savings (BKIA 14)	54,091.93	11,275.52	8,637.44	45,666.30	163,730.69	163,350.56	-	-	-	-	-	-
Beg Balance Invest (BKIA 110)	876,973.60	876,973.60	476,973.60	408,654.57	410,257.81	411,749.14	-	-	-	-	-	-
Revenues	-	-	49,378.69	122,345.17	13,762.52	-	-	-	-	-	-	-
Receivables	4,818.39	-	-	-	-	-	-	-	-	-	-	-
Expenditures	(46,035.47)	(398,494.55)	(81,624.51)	(2,146.01)	(14,918.01)	-	-	-	-	-	-	-
Payables	(5,243.39)	-	-	-	-	-	-	-	-	-	-	-
End Balance Checking (BKIA 10)	(1,170.13)	2,973.40	2,017.75	2,549.28	282.59	-	-	-	-	-	-	-
End Balance Savings (BKIA 14)	11,275.52	8,637.44	45,666.30	163,730.69	163,350.56	-	-	-	-	-	-	-
End Balance Invest (BKIA 110)	876,973.60	476,973.60	408,654.57	410,257.81	411,749.14	-	-	-	-	-	-	-
<b>Total Management Fund</b>	<b>887,078.99</b>	<b>488,584.44</b>	<b>456,338.62</b>	<b>576,537.78</b>	<b>575,382.29</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
Check	887,078.99	488,584.44	456,338.62	576,537.78	575,382.29	575,382.29	-	-	-	-	-	-
<b>SAVE Fund (33)</b>												
Beg Balance Checking (BKIA 10)	-	37.06	2,474.57	4,182.68	879.27	2,520.60	-	-	-	-	-	-
Beg Balance Savings (BKIA 14)	391,230.15	518,946.88	477,218.89	458,521.24	583,809.66	662,299.36	-	-	-	-	-	-
Beg Balance Invest (BKIA 110)	969,928.37	969,928.37	969,928.37	973,934.57	977,755.51	981,309.75	-	-	-	-	-	-
Revenues	-	128,272.01	105,372.36	139,122.97	102,162.05	-	-	-	-	-	-	-
Receivables	127,313.79	-	-	-	-	-	-	-	-	-	-	-
Expenditures	1,200.00	(167,562.49)	(118,355.70)	(13,317.02)	(18,476.78)	-	-	-	-	-	-	-
Payables	(760.00)	-	-	-	-	-	-	-	-	-	-	-
End Balance Checking (BKIA 10)	37.06	2,474.57	4,182.68	879.27	2,520.60	-	-	-	-	-	-	-
End Balance Savings (BKIA 14)	518,946.88	477,218.89	458,521.24	583,809.66	662,299.36	-	-	-	-	-	-	-
End Balance Invest (BKIA 110)	969,928.37	969,928.37	973,934.57	977,755.51	981,309.75	-	-	-	-	-	-	-
<b>Total SAVE Fund</b>	<b>1,488,912.31</b>	<b>1,449,621.83</b>	<b>1,436,638.49</b>	<b>1,562,444.44</b>	<b>1,646,129.71</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
Check	1,488,912.31	1,449,621.83	1,436,638.49	1,562,444.44	1,646,129.71	1,646,129.71	-	-	-	-	-	-
<b>ACCOUNT</b>												
<b>PPEL Fund (36)</b>												
Beg Balance Checking (BKIA 10)	5,082.31	(27,930.73)	2,847.64	209.78	4,717.76	771.54	-	-	-	-	-	-
Beg Balance Savings (BKIA 14)	45,086.94	81,664.29	11,664.29	50,884.68	56,784.74	39,252.22	-	-	-	-	-	-
Beg Balance Invest (BKIA 110)	805,374.73	705,374.73	705,374.73	607,875.17	610,259.99	612,478.35	-	-	-	-	-	-
Revenues	-	-	32,324.03	78,357.91	9,721.99	-	-	-	-	-	-	-
Receivables	6,577.35	-	-	-	-	-	-	-	-	-	-	-
Expenditures	(72,953.82)	(34,046.03)	(93,241.06)	(65,565.05)	(28,982.37)	-	-	-	-	-	-	-
Payables	(30,059.22)	(5,175.60)	-	-	-	-	-	-	-	-	-	-
Prior Month's Adjustment	-	-	-	-	-	-	-	-	-	-	-	-
End Balance Checking (BKIA 10)	(27,930.73)	2,847.64	209.78	4,717.76	771.54	-	-	-	-	-	-	-
End Balance Invest (BKIA 110)	81,664.29	11,664.29	50,884.68	56,784.74	39,252.22	-	-	-	-	-	-	-
End Balance Savings (BKIA 110)	705,374.73	705,374.73	607,875.17	610,259.99	612,478.35	-	-	-	-	-	-	-







SHENANDOAH COMMUNITY SCHOOL			
UNSPENT AUTHORIZED BUDGET CALCULATION			
2024-2025			
REGULAR PROGRAM DISTRICT COST	\$8,272,082.00		
+ REGULAR PROGRAM BUDGET ADJUSTMENT	\$0.00		
+ SUPPLEMENTARY WEIGHTING DISTRICT COST	\$105,651.00		
+ SPECIAL ED DISTRICT COST	\$1,160,283.00		
+ TEACHER SALARY SUMMPLEMENT DISTRICT COST	\$951,653.00		
+ PROF DEV SUPPLEMENT DISTRICT COST	\$81,113.00		
+ EARLY INTERVENTION SUPPL DISTRICT COST	\$94,312.00		
+ TEACHER LEADERSHIP SUPP DISTRICT COST	\$400,782.00		
+ AEA SPECIAL ED SUPPORT	\$412,536.00		
+ AEA SPECIAL ED SUPPORT ADJUSTMENT	\$0.00		
+ AEA MEDIA SERVICES	\$67,798.00		
+ AEA EDUCATIONAL SERVICES	\$74,959.00		
+ AEA SHARING DISTRICT COST	\$849.00		
+ AEA TEACHER SALARY SUPPL DISTRICT COST	\$42,365.00		
+ AEA PROF DEV SUPPL DISTRICT COST	\$0.00		
+ DROPOUT ALLOWABLE GROWTH	\$298,597.00	Required Local Match \$99,532	
+ SBRC ALLOWABLE GROWTH OTHER #1	\$0.00	Inc. Enrollmnt, OE Out, and LEP	
+ SBRC ALLOWABLE GROWTH OTHER #2	\$0.00	LEP	
+ SPECIAL ED DEFICIT ALLOWABLE GROWTH	\$0.00	Estimated	
- SPECIAL ED POSITIVE BALANCE REDUCTION	\$0.00		
- AEA SPECIAL ED POSITIVE BALANCE	\$0.00		
+ ALLOWANCE FOR CONSTRUCTION PROJECTS	\$0.00		
- UNSPENT ALLOWANCE FOR CONSTRUCTION	\$0.00		
+ ENROLLMENT AUDIT ADJUSTMENT	-\$12,980.00		
- AEA PRORATA REDUCTION	-\$70,938.00	\$527,569.00	
= MAXIMUM DISTRICT COST	\$11,879,062.00	11,879,062.00	-
+ PRESCHOOL FOUNDATION AID	\$215,310.00		
+ INSTRUCTIONAL SUPPORT AUTHORITY	\$615,774.00		
+ ED IMPROVEMENT AUTHORITY	\$0.00		
+ OTHER MISCELLANEOUS INCOME	\$2,300,000.00	Estimate on Budget Worksheet	
+ UNSPENT AUTH BUDGET - PREVIOUS YEAR	\$2,965,000.00	Est.	
= MAXIMUM AUTHORIZED BUDGET	\$17,975,146.00		
- EXPENDITURES	\$5,154,727.60	28.68%	
= UNSPENT AUTHORIZED BUDGET	\$12,820,418.40		
<b>EXPENDITURES</b>	<b>FY2025</b>	<b>FY2024 Actuals</b>	<b>FY2024 Actuals</b>
JULY	\$306,052.63	\$174,957.97	\$174,957.97
AUGUST	\$486,045.64	\$808,835.75	\$808,835.75
SEPTEMBER	\$1,722,929.65	\$1,032,851.64	\$1,032,851.64
OCTOBER	\$1,260,697.81	\$1,175,425.00	\$1,175,425.00
NOVEMBER	\$1,379,001.87	\$1,655,108.08	\$1,655,108.08
DECEMBER	\$0.00	\$0.00	\$1,158,031.33
JANUARY	\$0.00	\$0.00	\$1,059,404.66
FEBRUARY	\$0.00	\$0.00	\$1,405,279.86
MARCH	\$0.00	\$0.00	\$1,442,052.05
APRIL	\$0.00	\$0.00	\$1,089,576.77
MAY	\$0.00	\$0.00	\$1,216,610.96
JUNE	\$0.00	\$0.00	\$3,337,815.13
<b>TOTAL</b>	<b>\$5,154,727.60</b>	<b>\$4,847,178.44</b>	<b>\$15,555,949.20</b>

SHENANDOAH COMMUNITY SCHOOL										
CALCULATION OF MISCELLANEOUS INCOME										
2024-2025										
	STATE AID/ SRCIPVR (CNI)	TLC/4 YR STATE AID/TSS/ EARLY INTER/PD/ TRANS EQ.	SPED DEFICIT SUPPLEMENTAL	AEA FLOWTHROUGH	PROPERTY TAX	INSTRUCTIONAL SUPPORT THRU INCOME SURTAXES	EXCISE TAXES UTILITY REPL.	** MISC REVENUE	TOTAL REVENUE (Includes Flowthrough)	
	Source Codes 3111, 3112	Source Codes 3116, 3117, 3119	STATE AID Source Code 3113	Source Code 3214	Source Codes 1110-1119 & 1191	Source Code 1134	Source Codes 1170-1179			FY2024
JUL	-	-	-	-	-	-	-	78,231.31	78,231.31	12,534.98
AUG	-	-	-	-	-	-	-	61,372.98	61,372.98	32,624.10
SEP	601,461.00	174,223.00	-	441,915.00	870,400.89	-	-	56,364.02	2,144,363.91	1,596,787.56
OCT	601,461.00	174,223.00	-	-	2,127,407.89	-	74,607.65	61,248.78	3,038,948.32	2,183,462.47
NOV	601,461.00	194,773.73	-	-	216,398.52	-	-	101,528.37	1,114,161.62	1,552,552.38
DEC	-	-	-	-	-	-	-	-	-	895,329.09
JAN	-	-	-	-	-	-	-	-	-	1,077,408.85
FEB	-	-	-	-	-	-	-	-	-	1,439,755.27
MAR	-	-	-	-	-	-	-	-	-	1,132,121.41
APR	-	-	-	-	-	-	-	-	-	2,061,435.39
MAY	-	-	-	-	-	-	-	-	-	1,141,833.18
JUN	-	-	-	-	-	-	-	-	-	1,906,393.97
<b>TOTAL</b>	<b>\$ 1,804,383.00</b>	<b>\$ 543,219.73</b>	<b>\$ -</b>	<b>\$ 441,915.00</b>	<b>\$ 3,214,207.30</b>	<b>\$ -</b>	<b>\$ 74,607.65</b>	<b>\$ 358,745.46</b>	<b>\$ 6,437,078.14</b>	<b>\$15,032,238.65</b>



Function Part 1		Revised Budget	Expended During Month	Expenditures to Date	% of Budget	Balance at EOM	A/ P Outstanding	P/ O Outstanding	Unencumbered Balance
40	DEBT SERVICE	1,001,538.68	0.00	0.00	0.00	1,001,538.68	0.00	0.00	1,001,538.68
<b>61</b>	<b>SCHOOL NUTRITION FUND</b>								
2000	2000	4,380.27	0.00	0.00	0.00	4,380.27	0.00	0.00	4,380.27
3000	3000	925,956.93	92,426.79	285,597.80	30.86	640,359.13	9.92	107.36	640,241.85
6000	6000	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
61	SCHOOL NUTRITION FUND	930,337.20	92,426.79	285,597.80	30.71	644,739.40	9.92	107.36	644,622.12
<b>62</b>	<b>CHILDCARE FUND</b>								
1000	INSTRUCTION	17,743.70	786.57	1,587.92	8.95	16,155.78	0.00	0.00	16,155.78
62	CHILDCARE FUND	17,743.70	786.57	1,587.92	8.95	16,155.78	0.00	0.00	16,155.78
<b>81</b>	<b>TRUST FUNDS NON EXPENDABLE</b>								
1000	INSTRUCTION	4,643.17	0.00	1,750.00	37.69	2,893.17	0.00	0.00	2,893.17
6000	6000	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
81	TRUST FUNDS NON EXPENDABLE	4,643.17	0.00	1,750.00	37.69	2,893.17	0.00	0.00	2,893.17
<b>91</b>	<b>AGENCY FUND</b>								
1000	INSTRUCTION	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2000	2000	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
91	AGENCY FUND	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<b>Grand Total:</b>		<b>22,525,998.22</b>	<b>1,559,194.95</b>	<b>6,692,829.72</b>	<b>30.93</b>	<b>15,833,168.50</b>	<b>86,280.14</b>	<b>187,173.44</b>	<b>15,559,714.92</b>

Shenandoah CSD  
12/06/2024 01:04 PM

**MONTHLY BOARD VENDOR BILLS**

Vendor Name	Invoice Detail Amount	Invoice Detail Description
Checking Account ID 10	Fund Number 10	GENERAL FUND
95% GROUP INC.	\$ 143.00	MS GENERAL ED SUPPLIES
ADAM VAN DER VLIET	\$ 203.20	BOARD TRAVEL
AHLERS & COONEY PC	\$ 690.50	LAWYER
ALBIREO ENERGY	\$ 153.00	MAINTENANCE BUILDING REPAIR SE
ALLENSWORTH HEATING AND COOLING	\$ 2,420.03	MAINTENANCE BUILDING REPAIR SE
AMAZON.COM SALES INC.	\$ 5,571.55	SUPPLIES
ANDYMARK INC.	\$ 1,203.30	ROBOTICS SUPPLIES
BANK IOWA/AARON BURDORF	\$ 80.00	MS ROBOTICS TRAVEL
BMO MASTERCARD - TRANSPORTATION I	\$ 104.81	BUS CLEANING SERVICES
BMO MASTERCARD	\$ 412.60	MS PRINCIPAL SUPPLIES
BMO MASTERCARD	\$ 476.65	MAINTENANCE SUPPLIES
BMO MASTERCARD	\$ 146.00	IGNITE PRINCIPAL POSTAGE
BMO MASTERCARD	\$ 473.15	EL PRINCIPAL SUPPLIES
BMO MASTERCARD	\$ 823.69	RPP SUPPLIES
BMO MASTERCARD	\$ 461.29	HS FCS SUPPLIES
BMO MASTERCARD	\$ 92.11	PLANT SALES/SUPPLIES
BMO MASTERCARD	\$ 507.70	HS VOCAL MUSIC SUPPLIES
BMO MASTERCARD	\$ 530.00	SUPPLIES
BMO MASTERCARD	\$ 148.10	EL PRINCIPAL SUPPLIES
BMO MASTERCARD	\$ 455.39	PROFESSIONAL DEVELOPMENT SUPPI
BMO MASTERCARD	\$ 1,045.00	MAY MENTOR SUPPLIES
BMO MASTERCARD	\$ 650.23	MS AT RISK SUPPLIES
BMO MASTERCARD	\$ 1,100.58	TECHNOLOGY SUPPLIES
BMO MASTERCARD	\$ 1,576.54	SUPPLIES/TRAVEL
BMO MASTERCARD	\$ 185.19	HS STAFF TRAINING TRAVEL
BMO MASTERCARD	\$ 781.62	TRAVEL
BMO MASTERCARD	\$ 453.80	BUSINESS MANAGER TRAVEL/SUPPLI
BROWN'S REPAIR & AUTO PARTS INC.	\$ 1,345.37	VEHICLE REPAIR SERVICES
BUSINESS PROFESSIONALS OF AMERICA -	\$ 743.00	RPP SUPPLIES
CDW GOVERNMENT	\$ 228.80	TECH REPAIR & MAINTENANCE SUPI
CENEX FLEET FUELING	\$ 2,788.54	TRANSPORTATION GASOLINE
CENGAGE LEARNING	\$ 976.50	HS PD GENERAL SUPPLIES
CENTURYLINK	\$ 518.88	TELEPHONE
CHAT MOBILITY	\$ 490.02	NETWORK SUPPORT INTERNET ACCES
CITY OF SHENANDOAH	\$ 5,840.31	WATER-SEWER
COLUMN SOFTWARE PBC	\$ 578.04	BOARD NEWSPAPER ADVERTISING
COUNCIL BLUFFS CSD	\$ 49,698.60	TUITION TO LEA WITHIN IA NOT C
COUNTY LINE DESIGN	\$ 460.00	TRANSPORTATION SUPPLIES
CULLIGAN WATER	\$ 425.47	MAINTENANCE SUPPLIES
DEPARTMENT OF INSPECTIONS	\$ 175.00	OTHER PURCHASED PROPERTY SERVI
DES MOINES AREA COMMUNITY COLLEGE	\$ 900.00	TUITION-COMMUNITY COLLEGES
DONOVAN GROUP I	\$ 2,500.00	ADVERTISING
EGAN SUPPLY	\$ 1,384.80	BUILDINGS/GROUNDS CUSTODIAL SU
ENERGY ASSOCIATION OF IOWA SCHOOLS	\$ 3,000.00	PURCHASED BUILDING AND GROUNDS
FAREWAY STORES	\$ 97.85	ESL SUPPLIES
FELD FIRE	\$ 1,818.09	MAINTENANCE BUILDING REPAIR SE
GLENWOOD CSD	\$ 5,818.42	PURCHASE EDUCATIONAL/L3 IND CC
HD SUPPLY	\$ 6,159.05	BUILDINGS/GROUNDS CUSTODIAL SU
HEARTLAND AREA EDUCATION AGENCY	\$ 150.90	MS PRINTING BY AEA
IAMO COMMUNICATIONS	\$ 30.00	NETWORK SUPPORT INTERNET ACCES
IMAGINE LEARNING	\$ 800.00	IGNITE GENERAL ED SUPPLIES
IOWA COMMUNICATIONS NETWORK	\$ 178.88	TELEPHONE
IOWA HIGH SCHOOL MUSIC ASSOCIATION	\$ 389.00	REGISTRATION
JB PARTS & SUPPLY	\$ 14.09	TRANSPORTATION SUPPLIES
JOHN GOWING PLUMBING AND HEATING	\$ 880.55	MAINTENANCE BUILDING REPAIR SE
JOHNSON CONTROLS	\$ 1,567.04	PURCHASED BUILDING AND GROUNDS
KENDALL HUNT PUBLISHING CO	\$ 104.40	MS PD GENERAL SUPPLIES
KIDWELL INC.	\$ 2,685.00	HOMELAND SECURITY GRANT EQUIPM
MATTERHACKERS INC.	\$ 1,499.38	FOUNDATION GRANTS SUPPLIES
MEDICAL ENTERPRISES	\$ 765.00	BUS DRIVER DRUG TESTING
MID-AMERICAN RESEARCH CHEMICAL	\$ 5,226.39	BUILDINGS/GROUNDS CUSTODIAL SU
MID-IOWA SCHOOL IMPROVEMENT	\$ 300.00	STAFF WORKSHOP/CONFERENCE REGI
MIDAMERICAN ENERGY	\$ 12,611.71	UTILITIES-ELECTRICITY
MILLER BUILDING	\$ 878.16	MAINTENANCE SUPPLIES
MITEL NET SOLUTIONS	\$ 731.66	TELEPHONE
NATIONAL FFA ORGANIZATION	\$ 692.82	FFA SUPPLIES

PETERSEN AUTO	\$	539.64	VEHICLE REPAIR SERVICES
PLUNKETT'S PEST CONTROL	\$	491.98	MAINTENANCE PEST CONTROL CONTN
QUILL CORPORATION	\$	28.65	MS LIBRARY SUPPLIES
RED OAK WELDING	\$	34.20	HS RENTAL OF EQUIPMENT
RELAYHUB LLC	\$	267.95	MEDICAID BILLING SERVICES
RIEMAN MUSIC DES MOINES	\$	299.80	BAND SUPPLIES
ROCSTOP - FOOD	\$	144.00	MS PRINCIPAL SUPPLIES
ROCSTOP CARDTROL	\$	3,412.13	TRANSPORTATION DIESEL
SHENANDOAH MEDICAL CENTER	\$	600.00	STAFF TRAINING
SHENANDOAH SANITATION	\$	1,832.81	MAINTENANCE GARBAGE COLLECTION
SHENANDOAH SCHOOL LUNCH	\$	214.29	MS PRINCIPAL SUPPLIES
SOUTHWEST IOWA APPLIANCE, LLC	\$	426.29	MAINTENANCE BUILDING REPAIR SE
STAPLES ADVANTAGE	\$	38.14	SUPERINTENDENT SUPPLIES
STEVENSON ELECTRIC	\$	685.51	MAINTENANCE BUILDING REPAIR SE
SWIBA	\$	95.00	MS BAND ENTRY & REGISTRATION I
TRUCK CENTER COMPANIES	\$	306.32	TRANSPORTATION REPAIR PARTS
UPS	\$	4.84	SHIPPING
US CELLULAR	\$	477.72	NETWORK SUPPORT INTERNET ACCES
VALERIE CROLL	\$	50.00	REIMBURSEMENT
WALLIN PLUMBING & HEATING	\$	205.23	MAINTENANCE SUPPLIES
Fund Number 10	\$	146,495.25	
Checking Account ID 10	Fund Number 22		MANAGEMENT FUND
SU INSURANCE COMPANY	\$	39,739.25	BUILDING INSURANCE
Fund Number 22	\$	39,739.25	
Checking Account ID 10	Fund Number 33		SAVE (SECURE AN ADVANCED V:
			FOR ED.
CARL A. NELSON & CO	\$	19,461.76	CONSTRUCTION MANAGEMENT
RASMUSSEN MECHANICAL SERVICES	\$	14,560.00	BUILDING IMPROVEMENT
Fund Number 33	\$	34,021.76	
Checking Account ID 10	Fund Number 36		PHYSICAL PLANT & EQUIPME
ACER SERVICE CORPORATION	\$	14,614.90	TECH RELATED SUPPLIES
BLUPOINTE DRS	\$	750.00	TECH RELATED SOFTWARE
BROWN'S REPAIR & AUTO PARTS INC.	\$	8,454.20	REPAIRS & MAINTENANCE VEHICLES
CDW GOVERNMENT	\$	3,409.45	TECH RELATED SOFTWARE
CITY OF SHENANDOAH	\$	52.78	STUDENT HOUSING PROJECT
CORNING RENTAL	\$	254.75	STUDENT HOUSING PROJECT
COUNCIL BLUFFS CSD	\$	8,418.01	RENT OF ROOM/APEX BILLING
MIDAMERICAN ENERGY	\$	23.22	STUDENT HOUSING PROJECT
MILLER BUILDING	\$	4,364.46	STUDENT HOUSING PROJECT
POWERSCHOOL GROUP LLC	\$	876.04	TECH RELATED SOFTWARE
STEVENSON ELECTRIC	\$	13,611.56	STUDENT HOUSING PROJECT
WALLIN PLUMBING & HEATING	\$	1,176.28	STUDENT HOUSING PROJECT
WELLS FARGO FINANCIAL LEASING	\$	4,698.60	COPIER LEASE
Fund Number 36	\$	60,704.25	
Checking Account ID 10	Fund Number 61		SCHOOL NUTRITION FUND
ANDERSON ERICKSON DAIRY	\$	15,178.06	MILK - JK-8
BERNARD FOOD INDUSTRIES	\$	314.74	SCHOOL LUNCH PROGRAM LUNCH
BMO MASTERCARD	\$	20.50	SCHOOL LUNCH PROGRAM SUPPLIES
FAREWAY STORES	\$	131.60	SCHOOL LUNCH PROGRAM LUNCH
HY-VEE	\$	112.97	SCHOOL LUNCH PROGRAM LUNCH
MARTIN BROS DIST	\$	30,292.79	SCHOOL LUNCH PROGRAM FOOD/SUPI
Fund Number 61	\$	46,050.66	
Checking Account ID 10	\$	327,011.17	
Checking Account ID 40	Fund Number 21		ACTIVITY FUND
ABRAHAM LINCOLN HS	\$	125.00	ENTRY FEE TO ANOTHER SCHOOL
AMAZON.COM SALES INC.	\$	622.57	SUPPLIES/NAHS
ANYTIME TEES	\$	944.64	SUPPLIES/CHEERLEADERS
B & H PHOTO	\$	328.32	HS DRAMA SUPPLIES
BMO MASTERCARD	\$	65.75	BPA SUPPLIES
BMO MASTERCARD	\$	22.68	SUPPLIES/MS CHEERLEADERS
BMO MASTERCARD	\$	987.05	SUPPLIES/GENERAL ATHLETICS
BMO MASTERCARD	\$	156.44	SUPPLIES/FCCLA
BMO MASTERCARD	\$	236.95	HS SUPPLIES/FFA
BMO MASTERCARD	\$	674.82	HS DRAMA SUPPLIES
BMO MASTERCARD	\$	209.65	HS MUSTANG MARKETPLACE SUPPLIE
BMO MASTERCARD	\$	140.50	SUPPLIES/STUDENT COUNCIL
BMO MASTERCARD	\$	1,485.48	MUSTANG FIELD CONCESSION SUPPI
BMO MASTERCARD	\$	1,850.56	MAY MENTORING ACT. STUD& STAFF
BMO MASTERCARD	\$	1,415.92	TRAVEL/SUPPLIES
BMO MASTERCARD	\$	278.54	SUPPLIES/GENERAL ATHLETICS
CHRISTOPHER JOHNSON	\$	110.00	MS GENERAL ATHLETICS OFFICIAL



CLARINDA HS	\$	120.00	ENTRY FEE TO ANOTHER SCHOOL
DENNY HOWARD	\$	22.00	GENERAL ATHLETIC WORKERS
DON'S JOHNS & SEPTIC PUMPING	\$	182.00	SUPPLIES/GENERAL ATHLETICS
ELM STREET GRILL	\$	615.00	SUPPLIES/CHEERLEADERS
FAREWAY STORES	\$	370.00	HS SUPPLIES/FFA
FRIEND HIGH SCHOOL	\$	200.00	ENTRY FEE TO ANOTHER SCHOOL
HEALY AWARDS, INC.	\$	728.53	SUPPLIES/GENERAL ATHLETICS
IMAGE MARKET	\$	421.60	SUPPLIES/NHS
IOWA FFA ASSOCIATION	\$	1,655.00	DUES/FFA
IOWA HIGH SCHOOL ATHLETIC ASSN	\$	1,280.00	REGISTRATION/STUDENT COUNCIL
JKAY PHOTO AND DESIGN	\$	64.00	SUPPLIES/SHEN VOLLEYBALL
JOHN LONG	\$	90.00	GENERAL ATHLETICS OFFICIAL
KYLE FISCHER	\$	90.00	GENERAL ATHLETICS OFFICIAL
MIDDLE SCHOOL PTO	\$	505.07	MUSTANG FIELD CONCESSION SUPPI
NICHOLAS ROBERTS	\$	88.00	MS GENERAL ATHLETIC WORKERS
NORTHWEST BANK/KAYLA MICHAELSON	\$	200.00	TRAVEL/SHEN SINGERS
OSBORN, CURTIS	\$	330.00	MS GENERAL ATHLETICS OFFICIAL
PHILIP TURNER	\$	220.00	MS GENERAL ATHLETICS OFFICIAL
RIEMAN MUSIC DES MOINES	\$	20.85	SUPPLIES/MS MARCHING MUSTANGS
ROCSTOP - FOOD	\$	72.00	SUPPLIES/SHEN BOYS BB
SHENANDOAH CSD	\$	3,330.06	GENERAL ATHLETIC WORKERS
SHENANDOAH SCHOOL LUNCH	\$	99.96	SUPPLIES/SHEN FOOTBALL
SOUTHWEST VALLEY SCHOOL	\$	140.00	ENTRY FEE TO ANOTHER SCHOOL
STEVE UHLENKAMP	\$	90.00	GENERAL ATHLETICS OFFICIAL
SWEETWATER	\$	370.50	HS DRAMA SUPPLIES
Fund Number 21	\$	<u>20,959.44</u>	
Checking Account ID 40	\$	<u>20,959.44</u>	

First Name	Last Name	Organization	Start Date	End Date	Name of Fundraiser	What specific funds will be used for	Percentage of profit	Population
Daniel	Autry	BPA	12/2/2024	12/6/2024	BPA Raffle	Assist in students wishing to compete at SLC and NLC	100%	Staff or General Public

### Out of State Travel

Date	Location	Grade Level/Class	Sponsor
1/11/2025	Lincoln, NE	HS Wrestling	Weinrich/McGinnis
2/10/2025	Lincoln, NE	HS G Basketball	Weinrich/Spiegel

**JASON RENANDER**  
**PAGE COUNTY ASSESSOR**

112 E. MAIN STREET, P.O. BOX 332  
CLARINDA, IA 51632  
712-542-2516 FAX: 712-542-6005  
jrenander@co.page.ia.us



Dear School Boards,

The Conference Board for the Page County Assessor will be meeting in January 2024. If there is not a resident of Page County on your School Board you cannot have representation on the Conference Board.

Please respond and let us know if there will be someone from your School Board, who it will be, and contact information so we can send them the necessary information when the time comes.

Thank you.

Jason Renander

Page County Assessor

**REC'D**  
**SEP 30 2024**  
**SUPERINTENDENT**  
**OF SCHOOLS**

# Office of Fremont County Assessor

## Fremont County Courthouse

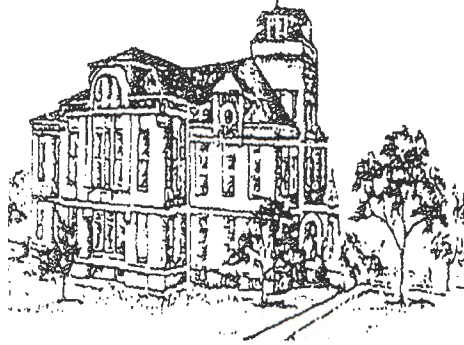
PO Box 760 Sidney IA 51652

Phone: (712)374-2631

Fax: (712)374-3202

E-mail: [vkirkpatrick@co.fremont.ia.us](mailto:vkirkpatrick@co.fremont.ia.us)

[www.co.fremont.ia.us](http://www.co.fremont.ia.us)



Vicki Kirkpatrick, Assessor

Lisa Phillips, Deputy Assessor

Kari Bartholomew, Office Manager

October 2, 2024

To All School Board  
Presidents

Dear Sir or Madam:

On your next agenda, please appoint a school board member to the Fremont County Conference Board. This person cannot be the Superintendent of the school.

There are usually two Conference Board meetings per year. The meetings will be in January, February or March. These meetings are usually scheduled for 5:00 p.m. and last approximately one hour.

Please contact this office as soon as you know whom your representative will be.

Thank you very much for your cooperation.

Sincerely,

Vicki Kirkpatrick  
Fremont County Assessor

REC'D

OCT 04 2024

SUPERINTENDENT  
OF SCHOOLS

# **Fremont County Fair Partnership Agreement**

**Between**

**Fremont County Fair Association**

**Fremont County Agricultural Extension Council**

**Fremont-Mills Community School District**

**Hamburg Community School District**

**Shenandoah Community School District**

**Sidney Community School District**

Now, on this 1<sup>st</sup> day of January, 2025, this partnership agreement (hereafter "AGREEMENT") is entered into between Fremont County Fair Association ("hereafter FAIR BOARD"), Fremont County Agricultural Extension District (hereafter "EXTENSION COUNCIL"), Fremont-Mills Community School District, Hamburg Community School District, Shenandoah Community School District, and Sidney Community School District (hereafter "SCHOOL BOARD") for the purpose of coordinating the relationship, events, activities and responsibilities of the parties, including the presentation of the Fremont County Fair (hereafter "COUNTY FAIR"). This agreement shall be reviewed annually.

## **Background**

- A. FAIR BOARD is the Board of Directors of the corporate organization that has the authority and responsibility under Iowa Code, Section 174.3, to manage county fair events and the county fairgrounds.
- B. EXTENSION COUNCIL is the elected officials that make up the County Agricultural Extension District and has the authority and responsibility under Iowa Code, Section 176A.8 to prepare for educational programming, including 4-H, in cooperation with IOWA STATE UNIVERSITY EXTENSION. Extension Council oversees the staff it employs.
- C. FREMONT COUNTY YOUTH COMMITTEE serves as volunteer representatives of the EXTENSION COUNCIL, making decisions and recommendations regarding the 4-H Program, as outlined in their by-laws.
- D. ISU EXTENSION & OUTREACH part of Iowa State University, has the authority and responsibility under Iowa Code, 266.4 and 266.5, to organize and conduct agricultural and human sciences extension work, including 4-H Club youth development activities, and, under Federal law, 7 U.S.C. 3410349, 18 U.S.C. 707 and educational programming, including 4-H,

and, under Federal law, 7 U.S.C. 3410349, 18 U.S.C. 707 and 7CFR Part 8, has the responsibility to manage the events and activities involving 4-H Clubs and the use of the 4-H Name and Emblem.

- E. The Iowa FFA Association is supported, in part, by the Iowa FFA Foundation and the Iowa Department of Education. The Carl D. Perkins Act of 2006 is the funding source that the Iowa Department of Education uses to assist FFA. The Perkins Act specifically includes career and technical student organization activities as allowable uses of funds at the state and local level. Iowa's approved Perkins plan states: "The IDE will partner with secondary and post-secondary institutions to encourage student participation in Career and Technical Student Organizations (CTSOs). Participation in CTSOs not only provides the CTE student with an opportunity to gain leadership skills but also provides the CTE student with an opportunity to explore and consider the possibility of teaching in a CTE area. Perkins state leadership funding will be allocated in support of CTSOs to assist with membership recruiting and processing, financial management and oversight, coordination of state officers' activities, conference planning and organizational activities."
  
- F. FREMONT COUNTY AGRICULTURAL EXTENSION COUNCIL and IOWA STATE UNIVERSITY EXTENSION have entered into a separate Memorandum of Understanding that provides for the cooperative maintenance, support, operation and administration of extension efforts in Fremont County. Based on that separate MOU, the two entities cooperate as one entity for their responsibilities related to the presentation of the County Fair. For purposes of this current agreement, FREMONT COUNTY AGRICULTURAL EXTENSION COUNCIL, FREMONT COUNTY YOUTH COMMITTEE, and ISU EXTENSION & OUTREACH, shall be referred to as simply EXTENSION.
  
- G. The Parties recognize that this current agreement is important to define the relationship of the Fair Board and Extension and understand the responsibility of each party as they must work together to cooperate and coordinate the management of events and activities that are jointly provided in Fremont County.
  
- H. The Parties recognize that one of the most important events they present together is the County Fair and one of the purposes for this current agreement is to maximize the positive experience for all fair exhibitors, participants and the public who participate.

THEREFORE, the FAIR BOARD, EXTENSION, and SCHOOL BOARD express their mutual understanding that:

- 1.0 County fairs are important to rural communities and honor Iowa's agricultural heritage and culture. This agreement addresses youth educational and exhibition activities that are important to developing confidence, leadership, and integrity.
- 1.1 Each party to this agreement must work closely with the others to maximize the resources available from each entity to present a quality County Fair.
- 1.2 Joint meetings will be held at least bi-annually, once at the beginning of the calendar year for the purpose of evaluating this partnership, and once immediately following the Fremont County Fair to evaluate the mutual event. Additional meetings may be called by any member of the represented parties.
- 1.3 Because of the mutual importance FFA, EXTENSION and FAIR BOARD share, especially regarding youth development programming—it is advantageous for FFA advisors, ISU Extension employees, Extension Council members, and/or 4-H Youth Committee members to serve as advisory members of the Fair Board with no voting powers. Reversely, Fair Board members are encouraged to serve as advisory members of 4-H Youth Committee with no voting powers. In some cases, members may belong to two or more entities, in which case they would make ideal liaisons at regular board meetings.
- 1.4 A 4-H Superintendent Selection Committee has been established for the management of 4-H Fair Superintendents. This committee shall consist of four members of FAIR BOARD and three members of YOUTH COMMITTEE, of which none are serving as 4-H Fair Superintendents. Duties for this committee include recruiting new 4-H superintendents as needed, making disciplinary recommendations to the Extension Council, and enforcing superintendent requirements of registering as a volunteer, completing a background screening, attending an annual 4-H volunteer training, and participating in an annual superintendent meeting.
- 1.5 It is understood that each Party to this agreement is responsible for obtaining and maintaining appropriate insurance or self-insurance to protect it and its officers, employees or agents against liabilities that may arrive from that Party's involvement in the activities or events that are the subject of this agreement.
- 1.6 Each party shall take seriously their role in risk management including preventive steps such as volunteer registration and background screening, appropriate insurance coverage, training and review, emergency management and evacuation plans during the fair.

2.0 FAIR BOARD responsibilities include:



2.1 Providing resources for infrastructure that help to make the county fair possible. Fair Boards will: (source Iowa Code 174.13)

- Determine the dates of the County Fair
- Provide appropriate facilities for the County Fair
- Maintain and upkeep the county fairgrounds
- Provide security during all fair-related activities
- Pay premiums
- Pay for the printing and distribution of the Fair Book

\*Note: Expenses that are the responsibility of the Fair Board must receive prior approval.

2.2 The Fair Board shall provide for indemnification of Fair Board members by policy or by its by-laws. Service of ISU EXTENSION employees, COUNTY EXTENSION COUNCIL members or their appointees shall be contingent upon FAIR BOARD providing evidence of Directors and Officer's insurance protecting such persons from liability when acting on behalf of the FAIR BOARD.

2.3 The Fair Board manages fundraising opportunities conducted during the fair. Past practice has given priority to the Fremont County 4-H program, and food vendors have been limited to 4-H groups.

2.4 The Fair Board will manage outside vendors wishing to participate in the fair. The Fair Board also assumes responsibility for public demonstrations, and disruptions that occur at the Fremont County Fair.

3.0 EXTENSION shall have responsibilities that include:

3.1 Extension, having ultimate authority and jurisdiction over the Fremont County 4-H Program, will have final decision-making authority over rules and guidelines pertaining to all 4-H events and activities, including 4-H involvement in the County Fair.

3.2 All Livestock weigh-ins will be accomplished according to the state 4-H guidelines as outlined in the publications 4-H 202 (Iowa 4-H Animal and Poultry Identification, Weighing and Exhibiting Requirements for County, State and Interstate Shows), 4-H 106 a-f (Livestock Identification Forms) and the 4-H/FFA Code of Ethics.

3.3 All rules and guidelines must comply with the overall Iowa 4-H exhibiting rules and guidelines.

3.4 Responsibility for the following:

- Creation, implementation, and enforcement of rules related to all 4-H events
- Supervision of all necessary activities concerning the 4-H Program

- Determining eligibility of 4-H members and projects
- Approval and training of volunteers who work with the 4-H Program or 4-H members
- Approval, training and selection of judges for all 4-H shows

4.0 SCHOOL BOARD, having ultimate authority and jurisdiction over local FFA chapters, will have final decisions making authority over rules and guidelines pertaining to all FFA events and activities, including FFA involvement in the county fair.

4.1 All Livestock weigh-ins will be accomplished according to the state FFA guidelines as outlined in FFA 202 Animal Identification, Weighing & Exhibition Requirements County, State and Interstate Shows and the 4-H/FFA Code of Ethics.

4.2 All rules and guidelines must comply with the overall Iowa FFA exhibiting rules and guidelines.

4.3 Responsibility for the following:

- Creation, implementation, and enforcement of rules related to all FFA events
- Supervision of all necessary activities concerning the FFA program
- Determining eligibility of FFA members and projects
- Approval and training of volunteers who work with the FFA program or FFA members

5.0 The Parties have determined responsibility for other activities as provided in the attached document entitled "Appendix A: Other Fair Related Tasks."

FAIR PARTNERSHIP AGREEMENT

\_\_\_\_\_  
Fremont County Fair Association President

\_\_\_\_\_  
Date

\_\_\_\_\_  
Fremont County Extension President

\_\_\_\_\_  
Date

\_\_\_\_\_  
Fremont County 4-H Youth Committee Chairperson

\_\_\_\_\_  
Date

\_\_\_\_\_  
Fremont-Mills CSD Board President

\_\_\_\_\_  
Date

\_\_\_\_\_  
Hamburg CSD Board President

\_\_\_\_\_  
Date

\_\_\_\_\_  
Shenandoah CSD Board President

\_\_\_\_\_  
Date

\_\_\_\_\_  
Sidney CSD Board President

\_\_\_\_\_  
Date

## Appendix A: OTHER FAIR RELATED TASKS

This is a working document, meant to be edited as needed.

To state that a task is the responsibility of one entity does not release other entities from contributing to the successful completion of said task. Since all parties involved share responsibility for the success of the County Fair, all must work cooperatively to complete necessary tasks.

1. Fair Board will set the dates and schedule of events for the Fremont County Fair.
2. Together, Extension and Fair Board will make necessary updates to the County Fair Book by the deadline set forth by Extension. Extension will distribute the books electronically, and make copies upon request, at the expense of the Fair Board.
3. Fairgrounds clean-up, both before and after the fair, will be led by the Fair Board, with the understanding that Youth Committee is responsible for 4-H static exhibit areas and the 4-H Food Stand kitchen. Extension will encourage 4-H members and their families to assist with Fairgrounds clean-up.
4. Fair Board will be responsible for providing equipment, facilities, and entertainment that it deems appropriate.
5. Fair Board will be responsible for waste disposal during the county fair.
6. Extension will be responsible for any recycling efforts during the county fair.
7. Fair Board will develop an emergency plan to be utilized in cases of inclement weather including tornadoes, terroristic threats, public intoxication, the presence of firearms, elevated conflict, etc.
8. Fair Board will perform pre-fair publicity that may include brochures mailed to Fremont County postal addresses, flyers displayed in local businesses, radio advertising and interviews, and/or the use of social media or other websites. Advertising will be at the expense of the Fair Board.
9. Fair Board will collect donations and order awards according to its budget. Extension will encourage recipients to issue thank-you notes to donors.

10. Together, Extension and Fair Board will hire judges for all 4-H contests. Specific responsibilities are as follows:
  - Extension will estimate how many judges are needed and make recommendations to the Fair Board.
  - Fair Board will set a budget for paying judges
  - Extension will attempt to gather recommendations on judges.
  - Extension will hire judges through a series of at least three contacts via telephone, postal mail and/or email.
  - Extension will submit a billing statement for judges to the Fair Board within 30 days of the close of the County Fair.
  - Fair Board will submit payment to judges in a timely manner.
11. Extension will receive, approve and process all 4-H fair entries, collecting entry fees as outlined in the fair book.
12. Fair Board will receive, approve and process all Open Class fair entries.
13. Extension, specifically Youth Committee, will provide a licensed food stand during scheduled fair events from which patrons can purchase food and drinks at reasonable prices. One hundred percent of proceeds will be kept by Extension. The Fair Board will not allow other entities to sell food and drink without the consent of Extension.
14. Extension and School Board will ensure that all animal exhibitors have completed required training, specifically Youth for the Quality Care of Animals (YQCA) training.
15. Extension will secure a licensed veterinarian for necessary vet checks, with priority given to Fremont County Vet Clinic.
16. Extension, in cooperation with appropriate 4-H Fair Superintendents, will develop, print and distribute livestock show programs at the expense of the Fair Board.
17. Each show will be attended by the appropriate 4-H Fair Superintendent, a Fair Board member, a 4-H Youth Committee member, and an Extension staff member.
18. Volunteer ring helpers and show announcers will be secured by Extension for 4-H/FFA/Clover Kids shows, and by Fair Board for Open Class shows.
19. Together, Extension and Fair Board will conduct a Premium Sale for the financial gain of 4-H and FFA livestock exhibitors. Specific responsibilities are as follows:

- Extension will arrange for volunteer auctioneers and clerks to conduct the auction.
  - Both parties will recruit buyers for the auction.
  - Extension will develop, print and distribute auction program at the expense of the Fair Board.
  - Fair Board will provide appropriate facilities, including a working sound system, for the premium sale.
  - Extension will arrange for help in the ring during the auction.
  - Fair Board will provide buyer's cards used to recognize contributors.
  - Extension will collect auction proceeds and redistribute to appropriate exhibitors.
  - Extension will encourage exhibitors to write thank-you notes to their buyers.
20. Extension, in cooperation with appropriate 4-H Fair Superintendents, will conduct weigh-ins of market animals and ensure required identification rules have been followed, as outlined in 4-H 202 (Iowa 4-H Animal and Poultry Identification, Weighing and Exhibiting Requirements for County, State and Interstate Shows) and FFA 202 (Animal Identification, Weighing & Exhibition Requirements County, State and Interstate Shows).
21. Extension, in cooperation with appropriate 4-H Fair Superintendents, will arrange for market animals to be hauled to an appropriate meat processor, when possible.
22. Fair Board will provide adequate pens, cages and stalls for exhibits based on the exhibit count collected by Extension. Extension, in cooperation with appropriate 4-H Fair Superintendents, will assign stalls to exhibitors.
23. Extension, specifically Youth Committee, will conduct a Cherry Pie Auction for the purpose of raising funds for **travel with youth leadership endeavors such as Citizenship Washington Focus (CWF), Iowa 4-H Youth Conference, and other local, state, national, and international opportunities.** Specific responsibilities are as follows:
- Extension will arrange for volunteer auctioneers and clerks to conduct the auction.
  - Both parties will recruit buyers for the auction.
  - Extension will develop, print and distribute auction program.
  - Fair Board will provide appropriate facilities, including a working sound system, for the Cherry Pie Auction.
  - Extension will collect auction proceeds and deposit into CWF account.
  - Extension will encourage participants to write thank-you notes to their buyers.

4/3/2022

Todd moved the designate the Cherry Pie Auction funds be designated for Youth Leadership Endeavors, not solely the CWF trip. Ellie seconded the motion. Motion carried.

uring fair results for

25. Extension will arrange for photographs to be taken throughout the fair and especially of Grand and Reserve Champion winners for 4-H, FFA, and Open Class contests. The cost will be shared equally between Fair Board and Extension.
26. Fair Board will arrange for the Fair Queen, or her representative, to assist with the distribution of awards to exhibitors during livestock shows.
27. The Fair Board will award and distribute ribbon premiums according to its budget and based on Extension's records of ribbons earned by each exhibitor.
28. All parties will work cooperatively to ensure a safe and positive youth development experience during the Fremont County Fair.



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 (QUÉBEC) CANADA H1P 3H7  
 T 514.328.2772 F 514.328.4645  
 WWW.DUCHARMESEATING.COM

**Quotation:** 13562

November 23, 2024

**Client: High School in Shenandoah**  
 1000 Mustang Dr,  
 Shenandoah,, IA 51601  
 Att. Elliot Smith  
 Technical director

	<b>Qty</b>	<b>Amount</b>
<b>High School in Shenandoah</b>		
<b>Performance</b>	<b>442</b>	
<b>Assuming 5 degree constant slope</b>		
<i>Parts</i>		
Plastic Back / 1,5" Foam/34" high, black	442	
Plastic Seat/ 2,0" Foam/Black, full fold with gravity lift	442	
Setup-Back-Seat	2	
Centre Tube Stanchion/Floor mount, black finish	392	
End tube Stanchion/Floor mount, black finish	100	
Aisle armrest / Solid Wood / Flat shape/Maple	66	
Center armrest / Solid Wood / Flat shape/Maple	426	
End pnl Lg/Wood G1/Maple veneer	66	
Swing away panel	4	
Fabric grade 1 Std. Back 50% upholstered	442	
Fabric grade 1 Std. Seat 50% upholstered	442	
12VDC LED, under armrest. Connection to main building system by customer.	66	
Transformer	3	



Tailor-made in North America







**Ducharme Seating**  
Head Office:  
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Email: [info@ducharmeseating.com](mailto:info@ducharmeseating.com)  
Website: [ducharmeseating.com](http://ducharmeseating.com)

## Terms and Conditions

These Terms and Conditions apply to any quote supplied by Ducharme and if such quote is selected by Contractor, these Terms and Conditions will then be incorporated by reference into any agreement entered into by and between Ducharme and Contractor.

1. **Quotes.** Any provided quote for subcontracted work by Ducharme is subject to the following:
  - a. A quote is valid for thirty (30) days based on the listed date on the applicable quote.
  - b. All quoted prices include one seating layout, aisle lighting position with associated electrical connection junction, seat presentation drawings, submittals, a site survey, and as-built submittals.
  - c. Ducharme will perform up to two (2) revisions of the above stated items at no additional cost. Each extra revision will be charged at one-hundred-twenty-five dollars (\$125 USD) per hour.
  - d. Moving of existing equipment or furnishings at the job site are *not included*, unless specifically stated in a written quote.
  - e. All quotes do *not* include any applicable local, state, or federal taxes.
2. **Payment Terms.** The following payment terms will apply to any agreement entered into between Contractor and Ducharme for subcontracted work.
  - a. **Initial Payment for Submittals and project management.** An initial payment of **thirty percent (30%)** of the total contracted amount is due within fourteen (14) days of a contract award or submission of a purchase order. No work will be performed, or materials ordered until such initial payment is paid in full.
  - b. **Schedule of Values.** Ducharme shall provide a schedule of values satisfactory to Contractor not more than fourteen (14) days from the date of execution of an agreement between Ducharme and Contractor. All payments for materials shall be made as per the schedule of values in order to avoid delays in the delivery of final products.
  - c. **Progress Payments.** All subcontracted work shall be paid on a progressive, basis per the completion of each agreed-upon stage of the subcontracted work. Receipt of payment by Contractor from the property owner for the subcontracted work is NOT a condition precedent to payment by Contractor to Ducharme. Progress payments shall be made to Ducharme for subcontracted work satisfactorily performed no later than thirty (30) days after completion of the applicable stage of the subcontracted work.
  - d. **Credit Approval.** Ducharme relies on the credit of Contractor, not the property owner, for payment for any subcontracted work. All material orders are subject to Contractor's credit approval and, if Contractor's credit is not approved, the terms of any provided quote will change.
  - e. **Other Payments.** Any costs related to use or acquisition of the property owner's selected or provided fabric, referred to as 'customer's own material' or 'COM fabric', will be invoiced prior to Ducharme placing an order for any such fabric. The invoice payment will have to be in sync with the fabric manufacturer terms. Payments for spare parts and other material orders under ten thousand dollars (\$10,000 USD) are due prior to delivery. Credit card payments are accepted, subject to standard credit card processing fees.
  - f. **Late Fees.** Contractor will be charged a late fee of two percent (2%) per month, or a total of 24% per annum, on the amounts owed to Ducharme by Contractor that are thirty (30) days or more past due.

- g. **Property Owner Information.** Ducharme shall have the right upon request to receive from Contractor such information as Contractor has obtained relative to the property owner's financial ability to pay for Contractor's work, including any subsequent material variation in such information. If Ducharme does not receive such information from Contractor, Ducharme may request the information directly from the property owner and/or the owner's lender.
3. **Change Orders.** Contractor may order changes to the subcontracted work, including materials, schedule, and pricing, by submitting a Change Order to Ducharme based on the below-described schedule and terms. A "**Change Order**" is a written instrument prepared by Contractor and/or Ducharme and signed by both parties stating their agreement to the change in the subcontracted work.
- a. **180 Days.** 180 days prior to the ship date of the contracted materials, Contractor may order changes to any material orders. Such changes will include additional billable items as follows: specific material restocking charges, labor for double handling of materials, special set-up fees, transportation fees, and material storage fees. In addition, any new materials costs necessary to support this Change Order will be levied.
  - b. **120 Days.** 120 days prior to the ship date of the required materials, Ducharme will no longer accept change requests to the contracted materials.
  - c. Any other adjustments in the price of subcontracted work or time of performance must be authorized by a Change Order. If commencement and/or progress of the subcontracted work is delayed without the fault or responsibility of Ducharme, the time for any subcontracted work shall be extended by a Change Order, and the work schedule shall be revised accordingly.
  - d. All material orders, including Change Order materials, are subject to Contractor's credit approval.
  - e. In the event Contractor and Ducharme cannot reach an agreement as to the value of any additional work, the project will stop until resolution.
4. **Job Site Condition.** It is the responsibility of Contractor to ensure the job site is clean and clear of debris prior to the installation of any materials. Failure to provide a clean job site may result additional labor costs and/or material charge backs. A dumpster should also be available throughout the installation process to properly dispose of trashes, boxes, etc.
5. **Material Delivery.** All materials and goods delivered to the job site as scheduled shall be inspected by and conditionally accepted by the property owner, Contractor, a dealer, or onsite installation lead. Responsibility for the security and safeguarding of the delivered materials or goods shall pass to the buyer, whether that is Contractor, the property owner, or any other party.
6. **Installation Requirements.** In order for Ducharme to properly install the contracted materials and complete the subcontracted work, Contractor must ensure the following installation requirements are met.
- a. **Floor, Riser, and Seat Requirements.**
    - i. Concrete floor installations require the floor to be a minimum of three inches (3" or 75 mm) thick and must be free of any obstructions one-and-a-half inches (1.5" or 38 mm) from the top of the mounted floor riser.
    - ii. Concrete riser installations require a four inch (4" or 100 mm) thick concrete floor and must be free of obstruction two-and-a-half inches (2.5" or 63 mm) from the riser face.
    - iii. Any seat installations mounted on wood floors require a minimum floor thickness of one-and-a-half inches (1.5" or 38 mm) of sound plywood and must also be free of all obstructions.
    - iv. All risers must be plumb within  $\pm 1/8$  inch or 3.2 mm.
  - b. **Concrete.** All concrete must have a minimum compressive strength of 3000 p.s.i.

c. In the event the job site is not ready as per the above-stated requirements or any agreed-upon work schedule, Ducharme will continue to move forward with the fabrication of the seating and all invoices will remain due and payable as per the payment terms in Section 3. Any required storage of materials as a result of such failures will be subject to additional fees as deemed fit by Ducharme.

**7. Price Escalation and Non-Availability of Materials & Labor.** The contract price for the subcontracted work has been calculated based on the current prices for the applicable materials and labor. However, the market for materials and labour is considered to be volatile, and sudden price increases or non-availability can occur. As a result, material and labor prices are subject to price escalation.

Ducharme will use its best efforts to obtain the lowest possible prices from available from material suppliers but should there be an increase in the prices of the contracted materials, Contractor agrees to pay such cost increase to Ducharme.

In addition, if there is a significant delay in obtaining or non-availability of any material or equipment through no fault of Ducharme, the contracted fees, time of completion, or other applicable contract requirements shall be equitably adjusted by a Change Order as needed to accommodate such delay or non-availability.

Only claims by Ducharme for payment of a "significant" cost increase shall require written notice delivered by Ducharme to Contractor stating the increased cost, the material or labor in question, and the source of supply, supported by invoices or bills of sale. A change in price of an item, material, labor, or equipment will be considered significant when the price increase is equal to or more than five percent (5%) of the original contract price for the item.

**8. Insurance.** Ducharme maintains such insurance coverage as is appropriate to protect itself as a subcontractor from claims arising out of subcontractor work, whether the operations are by Ducharme, or any of Ducharme's consultants, subcontractors or anyone directly or indirectly employed by any of them, or by anyone for whose acts Ducharme may be liable. Ducharme will maintain such additional coverage as may be required by any prime agreement or agreement between Ducharme and Contractor.

**9. Limitation of Liability.** Ducharme assumes no liability or responsibility for any (i) errors, mistakes, or inaccuracies of contract documents; (ii) personal injury or property damage, of any nature whatsoever, resulting from the performance of the subcontracted work. In no event will Ducharme be liable for any loss of time, inconvenience, commercial loss, loss of profits or other incidental, special, or consequential damages to the fullest extent allowed by law.

Except as specified in any separate writing between Contractor and Ducharme, Ducharme's total liability under any contract between Ducharme and Contractor, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, is limited to the amounts actually paid by Contractor to Ducharme under any such contract.

**10. Indemnification.** Contractor agrees to indemnify, defend and hold harmless Ducharme and its officers, directors, employees and agents, from and against all injuries, claims, liabilities, losses, costs, damages, judgments, penalties, fines, demands, causes of action, suits, attorneys' fees, court costs and other legal expenses, insurance deductibles and all other expenses arising out of or relating to, directly or indirectly, from: (i) the negligent, grossly negligent, or intentional act or omission of Contractor or its directors, officers, employees, agents or their subcontractors, (ii) any breach by Contractor of, or Contractor's failure to perform any of its obligations under, any contract between Ducharme and Contractor, and (iii) any act or omission of Contractor in connection with the subcontracted work.

**11. No Limitation of Rights or Remedies.** Nothing shall limit any rights or remedies not expressly waived by Ducharme in writing which Ducharme may have under applicable lien laws or payment bonds.

**12. Representations and Warranties.** Ducharme and Contractor respectively represent and warrant to each other that each is fully authorized and empowered to enter into a contract for subcontracted work and

that their entering into any such contract to each parties' knowledge, including the performance of their respective obligations, will not violate any other agreement between Ducharme or Contractor respectively and any other person, firm, or organization or any law or governmental regulation.

- 13. Force Majeure.** Ducharme will not be liable for any failure or delay in performing an obligation under any contract between Ducharme and Contractor that is due to any of the following causes, to the extent its beyond Ducharme's reasonable control: acts of God, accident, riots, war, terrorist act, epidemic, pandemic (including the COVID-19 pandemic), quarantine, civil commotion, a failure by a third-party provider or utility provider, labor shortages, breakdown of an internet service provider, natural catastrophes, governmental acts or omissions, changes in laws or regulations, national strikes, fire, explosion, or generalized lack of availability of materials or energy. In the event of such force majeure events, Ducharme shall be entitled to an equitable adjustment in schedule or performance time of the subcontracted work.

The parties acknowledge that while current events related to the COVID-19 pandemic are known, future impacts of the outbreak are unforeseeable and shall be considered a force majeure event to the extent that they prevent the performance of either party's obligations under any contract.

- 14. Product Warranty.** Ducharme warrants its work and materials against defects. Ducharme's warranty applies to the original purchaser (i.e. the original property owner) of new products *only*. This warranty is based on defects in materials or their installation when both are provided by Ducharme, which results in a product failure during the applicable time period. Notification of any defect must be submitted to Ducharme in writing to the address listed herein prior to the expiration of the warranty period by the original purchaser of the new product. Ducharme will determine the course of action by repairing or replacing the defective product. The warranty includes cost of labor, materials, and freight for the first year and materials for subsequent years. The diagnostic work, response time, labor scheduling, and shipments are exclusively controlled by Ducharme.

a. **Warranty Periods**

10 years	5 years	3 years	1 year
Steel structural standards	Component parts of operating mechanisms	Plastic components and paint finishes	Wood and other surface finishes

b. **Exclusions.** The following items are NOT covered by the above warranty.

- i. Conditions that exist as a result of normal wear and tear, neglect, or vandalism
- ii. Transportation claims
- iii. Products that have been moved, altered, or damaged by the original purchaser
- iv. User attached accessories
- v. Consumable products such as lighting
- vi. Maintenance of products not conforming to recommendations as set by Ducharme
- vii. COM fabric as specified by the original purchaser whether purchased by the property owner or Ducharme
- viii. Natural variations in wood, leather, and other natural materials
- ix. Product color fade
- x. Rust on non-galvanized components used outside

