

Shenandoah Community School District Board of Directors  
Shenandoah Administrative Board Room  
October 9, 2023 – 5:00 p.m.  
Regular Meeting

Board Agenda

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

Salena Colebank	PS Associate	\$15.24/hr
*Jake Moore	HS Girls Wrestling	\$5,717
Kerra Ratliff	Asst. HS Girls Basketball	\$3,879
Jay Soderberg	MS Boys Basketball	\$2,981

\*pending proper certification  
  
Resignations:

Kailey Cole	JK-8 Associate	effective Oct. 4, 2023
Jordyn Lembrick	JK-8 Associate, MS Volleyball HS Basketball Cheer, HS Asst. Tennis	effective Oct. 13, 2023

  
Modifications (Level I to Level II/III Associate - \$.15/hour increase):  
Holly Olson  
  
Volunteer Coaches:

Ryan O’Rourke	MS Girls Basketball
Matthew Sells	MS Boys Basketball
  - d. Fundraising Requests:  
\*on attached sheet
  - e. Out of State Travel Requests:  
\*on attached sheet
  - f. Early Graduation Requests (December 2023 – pending all requirements are met):

Kolton Blocker	Bailey Braymen	Ryan Holt
Lelynn Lauber	Aaron Perdue	Brooklyn Pickens
Julia Sayre	Curtis Sokolowski	Zain Williams
7. Action Items
  - a. Accept Receipt of the FY22 District Audit Report

- b. Approve 2023-24 Consortium Agreement with Council Bluffs CSD for students enrolled at Children’s Square or Heartland Family Services
  - c. Approve Educational Services Contract with Southwestern Community College for Electrical Technology
  - d. Approve Allowable Growth and Supplemental State Aid for Special Education Deficit in the amount of \$673,945.22
  - e. Approve Allowable Growth and Supplemental State Aid for Limited English Proficiency Program in the amount of \$25,446.96
  - f. Approve K-8 Building Facility Assessment Proposal with Carl A. Nelson & Co.
  - g. Approve Bid from DLA Farms for On-Call Snow Removal, Application (in case of equipment breakdown), and Supplies for Self-Application
  - h. Approve 2023-24 Irrigation Contract with Lawn World for Football Field
  - i. Approve Final Reading of Policies:
    - i. 104 – Anti-Bullying/Anti-Harassment Policy
    - ii. 104.R1 - Anti-Bullying/Anti-Harassment Investigation Procedures
    - iii. 213 – Public Participation in Board Meetings
    - iv. 402.02 - Child Abuse Reporting
    - v. 402.05 - Required Professional Development for Employees
    - vi. 408.01 - Licensed Employee Professional Development
    - vii. 503.07 - Student Disclosure of Identity
    - viii. 503.07E1 - Report of Student Disclosure of Identity
    - ix. 503.07E2 - Request to Update Student Identity
    - x. 505.04 - Testing Program
    - xi. 505.05 - Graduation Requirements
    - xii. 507.02 - Administration of Medication to Students
    - xiii. 507.02E1 - Authorization – Asthma, Airway Constricting, or Respiratory Distress Medication Self-Administration Consent Form
    - xiv. 507.02E2 - Parental Authorization and Release for the Administration of Medication or Special Health Services to Students
    - xv. 507.02E3 - Parental Authorization and Release Form for the Independent Self Carry and Administration of Prescribed Medication or Independent Delivery of Health Services by the Student
    - xvi. 507.02E4 - Parental Authorization and Release Form for the Administration of Voluntary School Stock Over-The-Counter Medication to Students
    - xvii. 601.01 - School Calendar
    - xviii. 603.05 - Health Education
    - xix. 605.03E5 - Request to Prohibit a Student from Accessing Specific Instructional and Library Materials
    - xx. 605.05 - School Library
    - xxi. 605.07R1 - Use of Information Resources Regulation
    - xxii. 607.02 - Student Health Services
    - xxiii. 607.02R1 - Student Health Services Regulation
    - xxiv. 804.05 - Stock Prescription Medication Supply
    - xxv. 804.05E1 - Parental Authorization and Release Form for the Administration of a Voluntary School Supply of Stock Medication for Life Threatening Incidents
8. Discussion Items:
- a. Model Policies for Discipline of Students Who Make Threats of Violence or Cause Incidents of Violence
  - b. Auditorium Seating
9. Informational Items:  
Next Regular Meeting –November 13, 2023 at 5:00 p.m.
10. Adjournment

**Shenandoah Community School District**  
**Minutes of the Regular Meeting of the Board of Directors – September 11, 2023**  
**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, Jeff Hiser, 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 was Director Benne Rogers.

**Mission Statement:**

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

**Welcome to Audience:**

President Fichter welcomed everyone to the meeting.

**Open Forum:**

President Fichter read the rules for speaking during the open forum. John Greenleaf read a Facebook post from Dr. Creighton's son speaking on the accomplishments of the Shenandoah Marching Band under his father's direction. Mr. Greenleaf asked that the board consider naming the band room after Dr. Creighton.

**Administrative Reports:**

**Implementation of New Policies:** Dr. Nelson shared with the board the locations on the school website that information can be found regarding compliance with new policies that are being reviewed. Items such as the annual notifications, library curriculum, and the request for removal form are already available on the website. The district is working on adding a curriculum spreadsheet.

**Consent Agenda:**

The consent agenda was amended at the meeting to clarify early graduation request timelines. Approve the consent agenda to include previous minutes, the financial accounts, the payment of bills and fundraising requests. Personnel Requests: Contracts: Clare Conley, MS FFA - \$6,428; William Flowers, MS Robotics - \$1,225; Julia Hartmann, PT Food Service - \$14.97/hr; Noah Johnson, K8 Associate Level II/III - \$15.39/hr; Jordan Nutall, HS Robotics - \$1,225; Olivia Plowman, Elementary Art 2<sup>nd</sup> Semester – BA/Step 1; Chris Staley, Bus Driver \$16.42/hr, \$43.15/rt and Maintenance \$16.00/hr; Crystal Wittmer, IGNITE Art Content Specialist - \$6,400; Adam Wright, MS Football - \$2,859. Resignations: Anita Baker, Elementary Secretary/District Registrar – effective Sept. 15; Janet Dukes, PS Associate – effective Sept. 19; Kristin Edwards, Food Service Director – effective Sept. 29; Susan Opal, K8 Associate – effective Aug. 14. Termination: Jackie Ziemer, JK-8 Associate for job abandonment. Transfers – Kristian Vance, JK-8 Associate to Elementary Secretary. Modifications: Level I to Level II/III Associates (\$.15/hr increase): Amanda Albers, Ashley Dumler, Risa Graham, Aleksandra Sturm, Morgan Toler, Lucinda Van Fosson, Kyle Wallace, Darlene Wright. Level II/III to Level I Associates (\$.15/hr decrease): Janet Dukes, Jordyn Lembrick, John (Bill) Novinger, Holly Olson, Amber Taylor. Volunteer Coaches: Speech – Kimberly Bjorkland, Duane Schierkolk, Angie Trowbridge. Early Graduation Requests: (December 2023 – pending all requirements are met): Jonah Chandler, Shayna Cochran, Brayden Dexter, Cennlie Griffin, Zander Jordan, Abigail Kutzli, Rylee Lasley, Brooke Meyer, Mandi Rausch, Kyleigh Shaw; (May 2024 – pending all requirements are met): Genevive Jones, Laney Manrose, Hendrix Palmer. Motion to approve by Director Van Der Vliet, second by Director Wooten. Ayes – Van Der Vliet, Wooten, Fichter. Nays – Hiser. Motion carried 3-1.

**Action Items:**

***Approve Bid for New Outdoor Walk-in Freezer for K-8 with Eickemeyer Refrigeration (low bid) of \$40,414.11:***

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

***Approve HVAC Preventative Maintenance Proposals with Rasmussen Mechanical:***

Motion to approve proposals for the JK-8 for \$5,140, Admin for \$1,020 and HS for \$7,963 by Director Van Der Vliet, second by Director Wooten. Motion carried unanimously.

***Approve Licensing Representation Agreement with K12 Licensing, LLC for Shenandoah Apparel Sales:***

This agreement is per a request from Hy-Vee to be able to sell merchandise. Motion to approve by Director Van Der Vliet, second by Director Wooten. Motion carried unanimously.

***Approve Second Reading of Policies 104 – Anti-Bullying/Anti-Harassment Policy; 104.R1 - Anti-Bullying/Anti-Harassment Investigation Procedures; 213 – Public Participation in Board Meetings; 402.02 - Child Abuse Reporting; 402.05 - Required Professional Development for Employees; 408.01 - Licensed Employee Professional Development; 503.07 - Student Disclosure of Identity; 503.07E1 - Report of Student Disclosure of Identity; 503.07E2 - Request to Update Student Identity; 505.04 - Testing Program; 505.05 - Graduation Requirements; 507.02 - Administration of Medication to Students; 507.02E1 - Authorization – Asthma, Airway Constricting, or Respiratory Distress Medication Self-Administration Consent Form; 507.02E2 - Parental Authorization and Release for the Administration of Medication or Special Health Services to Students; 507.02E3 - Parental Authorization and Release Form for the Independent Self Carry and Administration of Prescribed Medication or Independent Delivery of Health Services by the Student; 507.02E4 - Parental Authorization and Release Form for the Administration of Voluntary School Stock Over-The-Counter Medication to Students; 601.01 - School Calendar; 603.05 - Health Education; 605.03E5 - Request to Prohibit a Student from Accessing Specific Instructional and Library Materials; 605.05 - School Library; 605.07R1 - Use of Information Resources Regulation; 607.02 - Student Health Services; 607.02R1 - Student Health Services Regulation; 804.05 - Stock Prescription Medication Supply; 804.05E1 - Parental Authorization and Release Form for the Administration of a Voluntary School Supply of Stock Medication for Life Threatening Incidents:***

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

**Closed Session:**

At 5:21 pm Director Van Der Vliet made a motion to go into closed session as authorized by section 21.5(1)(i) of the open meetings law to evaluate the professional competency of a individual whose appointment, hiring, performance, or discharge is being considered when necessary to prevent needless and irreparable injury to that individual's reputation and that individual requests a closed session, second by Director Wooten. Motion carried unanimously. By general consensus, the board returned to open session at 5:31 pm.

**Informational Items:**

Next Regular Meeting – October 9, 2023 at 5:00 pm

**Adjournment:**

Motion by Director Van Der Vliet, second by Director Wooten to adjourn the meeting at 5:32 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 – September 13, 2023**  
**Administration Board Room**

The meeting was conducted via conference call due to board members being out of town.

**Call to Order:**

Board President Jean Fichter called the meeting to order at 1:00 pm.

**Roll Call:**

Roll Call was answered by Directors Jean Fichter, Jeff Hiser, Benne Rogers, and Adam Van Der Vliet. Also present were Superintendent Dr. Kerri Nelson, School Business Official William Barrett and Board Secretary Lisa Holmes. Absent was Director Clint Wooten.

**Consent Agenda:**

Personnel Requests: Contracts: Brian Manley, Food Service Director - \$60,000 at (198 days) \$45,693; Lindsey Roberts, MAY Mentoring Coordinator – MA/Step 1 at (172 days) \$40,152.

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

**Informational Items:**

Next Regular Meeting – October 9, 2023 at 5:00 pm

**Adjournment:**

Motion by Director Van Der Vliet, second by Director Rogers to adjourn the meeting at 1:01 pm. Motion carried unanimously.

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Board Secretary

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Board President











SHENANDOAH COMMUNITY SCHOOL			
UNSPENT AUTHORIZED BUDGET CALCULATION			
2023-2024			
	REGULAR PROGRAM DISTRICT COST	\$8,019,041.00	
+	REGULAR PROGRAM BUDGET ADJUSTMENT	\$0.00	
+	SUPPLEMENTARY WEIGHTING DISTRICT COST	\$92,735.00	
+	SPECIAL ED DISTRICT COST	\$989,420.00	
+	TEACHER SALARY SUMMPLEMENT DISTRICT COST	\$720,506.00	
+	PROF DEV SUPPLEMENT DISTRICT COST	\$78,352.00	
+	EARLY INTERVENTION SUPPL DISTRICT COST	\$91,240.00	
+	TEACHER LEADERSHIP SUPP DISTRICT COST	\$387,067.00	
+	AEA SPECIAL ED SUPPORT	\$394,012.00	
+	AEA SPECIAL ED SUPPORT ADJUSTMENT	\$0.00	
+	AEA MEDIA SERVICES	\$65,838.00	
+	AEA EDUCATIONAL SERVICES	\$72,785.00	
+	AEA SHARING DISTRICT COST	\$825.00	
+	AEA TEACHER SALARY SUPPL DISTRICT COST	\$40,458.00	
+	AEA PROF DEV SUPPL DISTRICT COST	\$4,366.00	
+	DROPOUT ALLOWABLE GROWTH	\$288,077.00	Required Local Match \$96,026
+	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	\$0.00	
-	AEA PRORATA REDUCTION	\$72,256.00	503,028.00
=	MAXIMUM DISTRICT COST	\$11,172,466.00	10,780,175.00 392,291.00
+	PRESCHOOL FOUNDATION AID	\$133,613.00	
+	INSTRUCTIONAL SUPPORT AUTHORITY	\$597,418.00	
+	ED IMPROVEMENT AUTHORITY	\$0.00	
+	OTHER MISCELLANEOUS INCOME	\$2,950,000.00	Estimate on Budget Worksheet
+	UNSPENT AUTH BUDGET - PREVIOUS YEAR	\$3,667,710.00	Est.
=	MAXIMUM AUTHORIZED BUDGET	\$18,521,207.00	
-	EXPENDITURES	\$2,017,820.32	10.89%
=	UNSPENT AUTHORIZED BUDGET	\$16,503,386.68	
	<b>EXPENDITURES</b>	<b>FY2024</b>	<b>FY2023 Actuals</b>
	JULY	\$155,815.98	\$181,999.04
	AUGUST	\$811,856.32	\$389,847.59
	SEPTEMBER	\$1,050,148.02	\$1,581,703.72
	OCTOBER	\$0.00	\$1,173,788.51
	NOVEMBER	\$0.00	\$1,043,857.23
	DECEMBER	\$0.00	\$1,041,531.82
	JANUARY	\$0.00	\$1,088,547.24
	FEBRUARY	\$0.00	\$1,161,047.84
	MARCH	\$0.00	\$1,269,836.25
	APRIL	\$0.00	\$1,204,439.25
	MAY	\$0.00	\$1,297,665.65
	JUNE	\$0.00	\$3,285,083.89
	<b>TOTAL</b>	<b>\$2,017,820.32</b>	<b>\$14,719,348.03</b>

**SHENANDOAH COMMUNITY SCHOOL  
CALCULATION OF MISCELLANEOUS INCOME  
2023-2024**

	STATE AID/ SRCIPVR (CNI)	TLC/4 YR STATE AID/TSS/ EARLY INTER/PD/ TRANS EQ.	SPED DEFICIT SUPPLEMENTAL	AEA FLOWTHROUGH	PROPERTY TAX	INSTRUCTIONAL SUPPORT THRU	EXCISE TAXES UTILITY REPL.	** MISC REVENUE	TOTAL REVENUE (Includes Flowthrough)	
	Source Codes 3111, 3112 3801, 3803	Source CodeS 3116, 3117, 3119 3204, 3216, 3342, 3376	STATE AID Source Code 3113	Source Code 3214	Source Codes 1110-1119	INCOME SURTAXES Source Code 1134	Source Codes 1170-1179			FY2023
JUL	-	-	-	-	-	-	-	12,534.98	12,534.98	7,847.11
AUG	-	-	-	-	14,187.00	-	-	18,437.10	32,624.10	48,493.76
SEP	568,585.00	141,020.00	-	-	859,633.83	-	758.26	26,790.47	1,596,787.56	1,994,778.30
OCT	-	-	-	-	-	-	-	-	-	2,022,793.00
NOV	-	-	-	-	-	-	-	-	-	860,752.47
DEC	-	-	-	-	-	-	-	-	-	1,117,775.44
JAN	-	-	-	-	-	-	-	-	-	880,325.70
FEB	-	-	-	-	-	-	-	-	-	1,103,360.86
MAR	-	-	-	-	-	-	-	-	-	1,145,290.29
APR	-	-	-	-	-	-	-	-	-	1,985,822.79
MAY	-	-	-	-	-	-	-	-	-	956,284.42
JUN	-	-	-	-	-	-	-	-	-	2,049,740.55
<b>TOTAL</b>	<b>\$ 568,585.00</b>	<b>\$ 141,020.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 873,820.83</b>	<b>\$ -</b>	<b>\$ 758.26</b>	<b>\$ 57,762.55</b>	<b>\$ 1,641,946.64</b>	<b>\$14,173,264.69</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
5000 DEBT SERVICE	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
6000 6000	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
40 DEBT SERVICE	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<b>61 SCHOOL NUTRITION FUND</b>								
2000 2000	0.00	0.00	5,159.00	0.00	(5,159.00)	0.00	33.74	(5,192.74)
3000 3000	0.00	67,398.20	98,801.48	0.00	(98,801.48)	0.00	30,660.71	(129,462.19)
6000 6000	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
61 SCHOOL NUTRITION FUND	0.00	67,398.20	103,960.48	0.00	(103,960.48)	0.00	30,694.45	(134,654.93)
<b>62 CHILDCARE FUND</b>								
1000 INSTRUCTION	0.00	483.19	483.19	0.00	(483.19)	0.00	0.00	(483.19)
62 CHILDCARE FUND	0.00	483.19	483.19	0.00	(483.19)	0.00	0.00	(483.19)
<b>81 TRUST FUNDS NON EXPENDABLE</b>								
1000 INSTRUCTION	0.00	500.00	3,750.00	0.00	(3,750.00)	0.00	0.00	(3,750.00)
6000 6000	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
81 TRUST FUNDS NON EXPENDABLE	0.00	500.00	3,750.00	0.00	(3,750.00)	0.00	0.00	(3,750.00)
<b>91 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>0.00</b>	<b>1,365,751.56</b>	<b>3,199,057.51</b>	<b>0.00</b>	<b>(3,199,057.51)</b>	<b>0.00</b>	<b>264,067.70</b>	<b>(3,463,125.21)</b>

MONTHLY BOARD VENDOR BILLS

User

Vendor Name	Invoice Detail Amount	Invoice Detail Description
Checking Account ID 10	Fund Number 10	GENERAL FUND
ACADEMIC THERAPY PUBLICATIONS	647.90	GENERAL SUPPLIES
ACER SERVICE CORPORATION	202.54	PARTS
AHLERS & COONEY PC	288.00	LAWYER/NEGOTIATIONS
AMBER OLSON	272.48	STUDENT TRANSPORTATION-PARENT
ANDY CAMPBELL FENCE	53.00	GROUNDS REPAIR SERVICES
AUDITOR OF STATE	625.00	AUDITOR
BA MARKETING & PUBLICITY, LLC	491.66	MAY MENTOR SUPPLIES
BARBARA FARWELL	216.54	ESL TRAVEL
BLICK ART MATERIALS	38.36	HS ART SUPPLIES
BMO MASTERCARD - TRANSPORTATION I	340.45	TRANSPORTATION SUPPLIES
BMO MASTERCARD	1,118.63	MS DUES/SUPPLIES
BMO MASTERCARD	110.57	HS PRINCIPAL SUPPLIES
BMO MASTERCARD	993.83	SUPPLIES
BMO MASTERCARD	1,862.95	SUPPLIES
BMO MASTERCARD	2,223.74	HS GENERAL ED TEXTBOOKS/SUPPLIES
BMO MASTERCARD	10.37	HS FCS SUPPLIES
BMO MASTERCARD	538.01	HS PRINCIPAL POSTAGE/SUPPLIES
BMO MASTERCARD	2,695.41	HS PD GENERAL SUPPLIES
BMO MASTERCARD	781.41	SUPPLIES
BMO MASTERCARD	54.82	HS PD SUPPLIES
BMO MASTERCARD	286.34	MAY MENTOR SUPPLIES
BMO MASTERCARD	1,707.82	ADVERTISING/SUPPLIES
BMO MASTERCARD	4,756.28	SUPPLIES
BMO MASTERCARD	184.45	MAINTENANCE BUILDING SUPPLIES
BMO MASTERCARD	368.34	TECHNOLOGY COORDINATOR SUPPLIES
BMO MASTERCARD	396.59	WORKSHOP/SUPPLIES
BMO MASTERCARD	60.00	HS PRINCIPAL SUPPLIES
BMO MASTERCARD	559.88	HS PD GENERAL SUPPLIES
BMO MASTERCARD	2,317.34	SUPPLIES
CABINETS BY STAC	846.30	MAINTENANCE PARTS
CAROLINA BIOLOGICAL SUPPLY	2,193.40	HS GENERAL ED EQUIPMENT
CDW GOVERNMENT	603.98	TECH REPAIR & MAINTENANCE SUPPLIES
CENEX FLEET FUELING	3,063.89	MAINTENANCE GASOLINE
CENTURYLINK	588.57	TELEPHONE
CHAT MOBILITY	208.23	TELEPHONE
CITY OF SHENANDOAH	29,504.46	SRO WAGES/SUPPLIES
CORNHUSKER INTERNATIONAL TRUCKS	221.24	TRANSPORTATION REPAIR PARTS
Corning Rental	495.00	MAINTENANCE RENTAL OF EQUIPMENT
COUNTRY TIRE	9.78	EQUIPMENT REPAIR
COUNTY LINE DESIGN	60.00	MS PRINCIPAL SUPPLIES
CULLIGAN WATER	435.97	MAINTENANCE SUPPLIES
DES MOINES PERFORMING ARTS - IHSMTA	95.00	HS VOCAL MUSIC STUDENT ENTRY & REG F
DISCOUNT SCHOOL SUPPLY	293.22	SPED LVL 2 SUPPLIES
DONUT STOP	120.00	HS PRINCIPAL SUPPLIES
EGAN SUPPLY	3,149.29	CUSTODIAL SUPPLIES
ELECTRONIC SOUND	5,600.00	MAINTENANCE BUILDING REPAIR SERVICES
ELEVATE ROOFING	1,330.32	MAINTENANCE BUILDING REPAIR SERVICES
EMC INSURANCE COMPANIES	855.00	MAY MENTORING GENERAL LIABILITY INS
FILTER SHOP, INC., THE	361.27	MAINTENANCE BUILDING SUPPLIES
FOCUS THERAPY & PERFORMANCE COACHING	1,000.00	HS SUPPLIES
GLASS GUY, THE	64.50	MAINTENANCE BUILDING SUPPLIES
GLENWOOD BAND PARENTS ASSOCIATION	200.00	HS BAND STUDENT ENTRY & REGISTRATION
GRAINGER	138.64	MAINTENANCE BUILDING SUPPLIES
GREEN HILLS AEA	626.20	ELEM TESTING
HD PRO INSTITUTIONAL	2,574.56	CUSTODIAL SUPPLIES
HOUGHTON MIFFLIN	348.00	MS GENERAL ED WORKBOOKS

MONTHLY BOARD VENDOR BILLS

User

Vendor Name	Invoice Detail Amount	Invoice Detail Description
IAMO COMMUNICATIONS	30.00	NETWORK SUPPORT INTERNET ACCESS
IOWA COMMUNICATIONS NETWORK	367.95	TELEPHONE
IOWA DEPARTMENT FOR THE BLIND	412.74	INSTRUCTIONAL SUPPLIES
IOWA WESTERN COMMUNITY COLLEGE	390.00	NON INSTRUCTION STAFF WORKSHOP/CONF
IOWA WESTERN COMMUNITY COLLEGE	100.00	NON INSTRUCTION STAFF WORKSHOP/CONF
JB PARTS & SUPPLY	427.08	TRANSPORTATION SUPPLIES
JOHN GOWING PLUMBING AND HEATING	694.48	MAINTENANCE BUILDING REPAIR SERVICES
JOHNSON CONTROLS	1,027.49	OTHER PURCHASED PROPERTY SERVICES
KAJITANI EDUCATION	3,000.00	ELEM PD GENERAL SUPPLIES
KAMI - NOTABLE INC.	396.00	GENERAL SUPPLIES
LAKESHORE LEARNING MATERIALS	1,024.36	SPED LVL 2 SUPPLIES
LEARNING RESOURCES	122.94	SPED LVL 2 SUPPLIES
LEPORTE ELECTRIC	3,349.09	MAINTENANCE BUILDING REPAIR SERVICES
MIDAMERICAN ENERGY	28,633.54	UTILITIES-ELECTRICITY
MILLER BUILDING	951.30	SUPPLIES
MITEL NET SOLUTIONS	1,188.87	TELEPHONE
NOLTE, CORNMAN & JOHNSON	9,000.00	AUDITOR
O'REILLY AUTO	59.22	TRANSPORTATION REPAIR PARTS
OTIS ELEVATOR	100.00	OTHER PURCHASED PROPERTY SERVICES
PAGE COUNTY LANDFILL ASSOCIATION	250.00	MAINTENANCE GARBAGE COLLECTION
RASMUSSEN MECHANICAL SERVICES	17,126.20	MAINTENANCE BUILDING REPAIR SERVICES
RCN TECHNOLOGIES	416.00	TECHNOLOGY COORDINATOR RELATED SOFTW
RED OAK WELDING	294.64	HS IND ARTS SUPPLIES
REV ROBOTICS	366.57	SUPPLIES
RIEMAN MUSIC DES MOINES	165.01	BAND SUPPLIES
ROCSTOP CARDTROL	4,449.08	TRANSPORTATION DIESEL
SAPP BROS.	786.27	FUEL
SAVVAS LEARNING COMPANY LLC	2,468.31	CURRICULUM
SCHOLASTIC INC	109.89	HS SPED LEVEL III SUPPLIES
SCHOOL BUS SALES	66.35	TRANSPORTATION REPAIR PARTS
SCHOOL HEALTH	2,699.99	GENERAL SUPPLIES
SHENANDOAH ACTIVITY FUND	1,100.00	HS BAND SUPPLIES
SHENANDOAH SANITATION	1,674.48	MAINTENANCE GARBAGE COLLECTION
SHENANDOAH SCHOOL LUNCH	1,655.00	GENERAL SUPPLIES
SHOOK MUSIC STUDIO	120.00	HS VOCAL MUSIC SUPPLIES
STEVE WEISS MUSIC INC.	235.90	HS BAND SUPPLIES
SWIFT SERVICES LLC	574.90	NETWORK SUPPORT INTERNET ACCESS
TARKIO TECHNOLOGY INSTITUTE	5,703.75	TUITION-COMMUNITY COLLEGES
TEACHING STRATEGIES	461.60	SUPPLIES
TRUCK CENTER COMPANIES	1,036.52	TRANSPORTATION REPAIR PARTS
UPS	51.48	TECH REPAIR & MAINTENANCE SUPPLIES
US CELLULAR	478.39	NETWORK SUPPORT INTERNET ACCESS
VALLEY PUBLICATIONS	1,227.38	BOARD NEWSPAPER ADVERTISING
VETTER EQUIPMENT CO	63.85	MAINTENANCE SUPPLIES
WALLIN PLUMBING & HEATING	21,797.84	MAINTENANCE BUILDING REPAIR SERVICES
Fund Number 10	195,843.99	
Checking Account ID 10	Fund Number 33	SAVE (SECURE AN ADVANCED VISION FOR ED.
CARL A. NELSON & CO	4,750.00	EL JK-8 WINDOWS CONSTRUCTION PROJECT
First Wireless Inc.	1,523.34	OTHER EQUIPMENT
INNOVATIVE OFFICE SOLUTIONS	8,855.98	FURNITURE & FIXTURES
WILSON GROUP INC., THE	16,161.94	EL JK-8 WINDOWS CONSTRUCTION PROJECT
Fund Number 33	31,291.26	
Checking Account ID 10	Fund Number 36	PHYSICAL PLANT & EQUIPMENT
ACER SERVICE CORPORATION	8,343.24	COMPUTER PARTS
BLUPOINTE DRS	750.00	TECH RELATED SOFTWARE

MONTHLY BOARD VENDOR BILLS

User

Vendor Name	Invoice Detail Amount	Invoice Detail Description
BMO MASTERCARD	2,995.03	OTHER EQUIPMENT
CDW GOVERNMENT	9,916.70	CAMERAS/SUPPLIES
CLASSLINK, INC.	4,446.25	TECH RELATED SOFTWARE
FELD FIRE	2,465.10	OTHER PURCHASED PROPERTY SERVICES
JOHNSON CONTROLS	3,981.86	OTHER PURCHASED PROPERTY SERVICES
KAMI - NOTABLE INC.	1,782.00	SOFTWARE LICENSING
KIDWELL INC.	16,000.00	PROPERTY SERVICES
MIDAMERICAN ENERGY	9.71	STUDENT HOUSING PROJECT
OTIS ELEVATOR	4,184.76	OTHER PURCHASED PROPERTY SERVICES
POWERSCHOOL GROUP LLC	1,380.00	TECH RELATED SOFTWARE
SCREENCASTIFY	720.00	TECH RELATED SOFTWARE
WELLS FARGO FINANCIAL LEASING	3,777.58	COPIER LEASE
Fund Number 36	<u>60,752.23</u>	
Checking Account ID 10	Fund Number 61	SCHOOL NUTRITION FUND
BMO MASTERCARD	713.72	SCHOOL LUNCH PROGRAM SUPPLIES
DOVEL REFRIGERATION	1,361.63	REPAIRS & MAINTENANCE EQUIPMENT
FAREWAY STORES	284.51	FOOD/SUPPLIES
HEARTLAND PAYMENT SYSTEMS INC	1,583.00	SOFTWARE
MARTIN BROS DIST	46,953.70	FOOD/SUPPLIES
MEYER LABORATORY INC	897.50	SCHOOL LUNCH PROGRAM SUPPLIES
Fund Number 61	<u>51,794.06</u>	
Checking Account ID 10	339,681.54	
Checking Account ID 40	Fund Number 21	ACTIVITY FUND
AARON NORDYKE	140.00	GENERAL ATHLETICS OFFICIAL
ABRAHAM LINCOLN HS	90.00	ENTRY FEE TO ANOTHER SCHOOL
ATLANTIC HIGH SCHOOL	145.00	ENTRY FEE TO ANOTHER SCHOOL
BMO MASTERCARD	1,575.36	GENERAL SUPPLIES/CLASS OF 2024
BMO MASTERCARD	131.81	SUPPLIES/FFA
BMO MASTERCARD	394.48	SUPPLIES/STUDENT COUNCIL
BMO MASTERCARD	1,445.65	MUSTANG FIELD CONCESSION SUPPLIES
BMO MASTERCARD	366.44	MAY MENTORING ACTIVITY SUPPLIES
BMO MASTERCARD	228.35	SUPPLIES/GENERAL ATHLETICS
BRYAN (ANDY) REGAN	180.00	GENERAL ATHLETICS OFFICIAL
BSN SPORTS	1,857.48	SUPPLIES/GENERAL ATHLETICS
CINDY WILLIAMS	200.00	GENERAL ATHLETICS OFFICIAL
CRAIG GARDNER	44.00	GENERAL ATHLETIC WORKERS
DALE SANDQUIST	22.00	GENERAL ATHLETIC WORKERS
DEBBIE BLOMSTEDT	110.00	MS GENERAL ATHLETICS OFFICIAL
DENNIS PERRY	200.00	GENERAL ATHLETICS OFFICIAL
DENNY HOWARD	22.00	GENERAL ATHLETIC WORKERS
DON'S JOHNS & SEPTIC PUMPING	85.50	MAY MENTORING ACTIVITY SUPPLIES
FAREWAY STORES	1,464.22	MUSTANG FIELD CONCESSION SUPPLIES
GRAPHIC EDGE DBA GAME ONE	522.83	SUPPLIES/SHEN FOOTBALL
GREG PULLIAM	180.00	GENERAL ATHLETICS OFFICIAL
HARLAN COMMUNITY SCHOOL DISTRICT	70.00	ENTRY FEE TO ANOTHER SCHOOL
HY-VEE	51.98	MUSTANG FIELD CONCESSION SUPPLIES
IGCA SHOOT OUT	60.00	ENTRY FEE TO ANOTHER SCHOOL
IOWA CHEERLEADING COACHES	260.00	REGISTRATION/CHEERLEADERS
IOWA HIGH SCHOOL SPEECH ASSOCIATION	290.00	REGISTRATION/SHS SPEECH CLUB
JESSE HITT	140.00	GENERAL ATHLETICS OFFICIAL
JOHN BLOMSTEDT	120.00	GENERAL ATHLETICS OFFICIAL
JOSH WOODS	140.00	GENERAL ATHLETICS OFFICIAL
JOSTENS	2,652.03	SUPPLIES/ANNUAL
JULIE WOLF	110.00	GENERAL ATHLETIC WORKERS
JUSTIN L WILLIAMS	140.00	GENERAL ATHLETICS OFFICIAL
KEITH BROTHERS	140.00	GENERAL ATHLETICS OFFICIAL



Shenandoah CSD  
 10/06/2023 07:06 AM

**MONTHLY BOARD VENDOR BILLS**

User

Vendor Name	Invoice Detail Amount	Invoice Detail Description
LACY FOUTCH	22.00	GENERAL ATHLETIC WORKERS
LASTING INK IMPRESSIONS	450.00	SUPPLIES/CHEERLEADERS
MATT HOBBIE	90.00	GENERAL ATHLETICS OFFICIAL
MATT MADSEN	120.00	GENERAL ATHLETICS OFFICIAL
MICHAEL MICHAELSON	44.00	GENERAL ATHLETIC WORKERS
MILLER BUILDING	54.00	SUPPLIES/FFA
NATIONAL ART HONOR SOCIETY	200.00	REGISTRATION/NAHS
NICOLE WENSTRAND	180.00	GENERAL ATHLETICS OFFICIAL
NORTHWEST MISSOURI STATE UNIVERSITY	42.00	REGISTRATION/FFA
OSBORN, CURTIS	70.00	GENERAL ATHLETICS OFFICIAL
PRESTON ROBBIE MACE	90.00	GENERAL ATHLETICS OFFICIAL
RAY LILES	44.00	GENERAL ATHLETIC WORKERS
RED OAK HIGH SCHOOL	145.00	ENTRY FEE TO ANOTHER SCHOOL
RENEE KETTWICK	370.00	GENERAL ATHLETICS OFFICIAL
RICHARD BILLINGSLEY	200.00	GENERAL ATHLETICS OFFICIAL
RIEMAN MUSIC DES MOINES	290.70	SUPPLIES/MS MARCHING MUSTANGS
ROCSTOP - FOOD	1,036.00	MUSTANG FIELD CONCESSION SUPPLIES
SHARI FOOTE	176.00	GENERAL ATHLETIC WORKERS
SHENANDOAH CSD	113.00	SUPPLIES/MS STUDENT COUNCIL
SHENANDOAH SCHOOL LUNCH	20.00	SUPPLIES/ANNUAL
SOUTHWEST VALLEY SCHOOL	40.00	MIDDLE SCHOOL ENTRY FEES GENERAL ATH
SPORTS PLEX	773.00	MAY MENTORING ACT. STUD& STAFF ADMIS
SUSAN KILEY	380.00	GENERAL ATHLETICS OFFICIAL
TOM HARTIGAN	200.00	GENERAL ATHLETICS OFFICIAL
TOM OLSON	180.00	GENERAL ATHLETICS OFFICIAL
TRI CENTER HIGH SCHOOL	160.00	ENTRY FEE TO ANOTHER SCHOOL
VARSITY SPIRIT FASHIONS	95.45	SUPPLIES/CHEERLEADERS
VICKIE RETALLIC	200.00	GENERAL ATHLETICS OFFICIAL
Fund Number 21	<u>19,364.28</u>	
Checking Account ID 40	<u>19,364.28</u>	

First Name	Last Name	Organization	Start Date	End Date	Name of Fundraiser	What specific funds will be used for	Percentage of profit	Population
Stacy	Resh	Computers for Education	10/26/2023	10/26/2023	Scholastic Book Fair	books	Approximately 55%	Other Local or Regional Businesses
Sarah	Martin	FFA	9/22/2023	9/22/2023	Pumpkin Picking: Martin	Contest Entrance Fees	100%	
Darin	Pease	Shenandoah High School Bowling	11/1/2023	12/1/2023	Butterbraids	Aids and accessories, powders, equipment as needed	40 - 50	Staff or General Public

### Out of State Travel

Date	Location	Grade Level/Class	Sponsor
10/20/2023	Arbor Day Farms - Nebraska City, NE	Preschool	Tiffany Spiegel

**2023-2024 Consortium Agreement  
to Jointly Administer an Instructional Program  
at CHILDREN’S SQUARE (Learning Center) and HEARTLAND FAMILY SERVICE  
(Therapeutic School)  
Located within the boundaries of the COUNCIL BLUFFS Community School District**

This Agreement between the member school districts whose signatures appear at the end of this document (hereafter “members”), including the COUNCIL BLUFFS Community School District (hereafter “host”), is to establish a jointly administered program for the enrollment of students from the host and members’ school districts in the consortium day programs located at CHILDREN’S SQUARE and HEARTLAND FAMILY SERVICE pursuant to Iowa Code sections 28E.3 and 280.15(1) to provide quality education and activities for students enrolled from each member district, by the most efficient and economically responsible means; and

Whereas, each member wishes to enroll one or more of its students in (the K-12) consortium day programs that are offered and available at the CHILDREN’S SQUARE (Learning Center) and HEARTLAND FAMILY SERVICE (Therapeutic School) sites and that are not otherwise available at each member’s site, and

Whereas, the host is willing to jointly administer the programs and activities at the CHILDREN’S SQUARE and HEARTLAND FAMILY SERVICE sites with the members with the costs determined as stated in this Agreement, and

Whereas, Iowa Code section 28E.3 provides, in part, that the boards of directors of two or more school districts may by agreement jointly administer any power, privilege or authority each member school district is capable of exercising individually, and

Whereas, Iowa Code section 280.15, subsection 1, provides, in part, that the boards of directors of two or more school districts may by agreement jointly share services of school personnel, acquire and share classrooms, facilities, and equipment,

Therefore, the member school districts agree to establish a jointly administered instructional program for each facility in the form of a Consortium as authorized by Iowa Code under the following terms and conditions:

**PURPOSE**

The COUNCIL BLUFFS Community School District, pursuant to Iowa Code section 274.1, has the exclusive authority and responsibility to provide the instructional programs on the CHILDREN’S SQUARE and HEARTLAND FAMILY SERVICE campuses. Each member school district, pursuant to Iowa Code, has responsibility for the educational outcomes of its resident students when the districts are jointly administering an instructional program. Members

sending students to the CHILDREN’S SQUARE and HEARTLAND FAMILY SERVICE site programs will become members of the COUNCIL BLUFFS CONSORTIUM. This Agreement describes the arrangement for the provision of instructional service for the CHILDREN’S SQUARE and HEARTLAND FAMILY SERVICE Consortium day programs which are not part of the residential or placed PMIC day programs. This Agreement further describes certain terms and conditions to participate in the consortium day program located at the sites of CHILDREN’S SQUARE and HEARTLAND FAMILY SERVICE within a Consortium arrangement for the students of each member district, including the host district, and other students not residents of any member district. This Agreement provides a means by which the members may jointly and cooperatively provide greater educational opportunities for students through the offering of educational programs and the collective operation of facilities for student use by exercising powers, privileges and authority and proceeding to participate in and help administer the program, pursuant to the joint powers authorized by Iowa Code. Collective operation of facilities is limited to non-placed, non-residential, non-PMIC students.

PROGRAM DESCRIPTION:

Herbert J. Lavigne Learning Center (Children’s Square)

The Lavigne Learning Center is an educational program providing individual support as directed by the Individual Education Plan (IEP) for students with behavioral and emotional needs. The school serves students in grades 1 - 12 who need a specialized program to meet their educational needs. The licensed special education teachers provide instruction in core academic areas as well as problem solving, social skills, life skills, and interpersonal communication.

Therapeutic School (Heartland Family Service)

The Therapeutic School is a program that provides a full day of academic and therapeutic programming for special education students. A full day of academic coursework is provided by special education teachers per the student's IEP. Referrals to the school are made through the student's local school district within the Green Hills Area Education Agency.

NAME/ORGANIZATION

To accomplish the purposes stated above and to carry out joint and cooperative activity associated with the program, there is hereby created the COUNCIL BLUFFS DISTRICT Consortium (“hereafter Consortium”). This Consortium shall consist of the original member districts and host district, and can include additional parties from time to time, but

said Consortium shall not be considered a separate legal entity for purposes of Iowa Code Chapter 28E.

“Host district” means the district of location.

“Member district” means each public school district whose board has agreed to participate in the Consortium program, including the host district.

“Administrators” mean the superintendents or superintendent designee of each public school district whose board has agreed to participate in the Consortium program, including the host district.

“Fiscal agent” means the district that is established within the terms of this Agreement to provide the administrative business services, including student, staff, and financial accounting/management on behalf of the Consortium.

#### FISCAL AGENT

The host district will serve as the fiscal agent for purposes of all administrative business services associated with participation in the Consortium pursuant to the terms of this Agreement. The fiscal agent shall receive funds, handle student, staff, and financial accounting, make timely payments, and provide timely itemized billings to member districts as well as to cover incidental administrative costs such as clerical and business services, postage, and telephone. The resident district agrees to enter into the Student Record Information System (SRI) students in programs offered through the CHILDREN’S SQUARE and HEARTLAND FAMILY SERVICE programs, including residential programs and verifying SRI entries by consortium members of their resident students in the consortium programs.

A new fiscal agent may be designated by a majority vote of the administrators.

#### ADMINISTRATION

The Consortium shall be governed and administered by the superintendents or superintendent designee of each participating member school district (collectively, “The Administrators”). However, contracts must be approved and signed by the board president and board secretary of the governing boards of member districts rather than the administrators.

The administrators of the districts who are members of the Consortium shall have all powers, privileges, and authority necessary and incidental to manage the affairs of the Consortium, to exercise any power common to the members, and to work with each other to manage this program. The administrators shall also carry out the intent and purpose of this Agreement not inconsistent with law or this Agreement.

These powers and responsibilities of the administrators shall include general administrative duties which may arise from time to time, including, but not limited to:

- A. Setting policy and directing administrative regulations for the Consortium.
- B. Evaluating and preparing required reports on the effectiveness of the Consortium and the CHILDREN'S SQUARE and HEARTLAND FAMILY SERVICE programs.
- C. Assessing the education needs and interests of the students within their respective district.
- D. Participation numbers will be reviewed with the consortium annually.
- E. Meeting periodically, as needed, to discuss issues associated with the CHILDREN'S SQUARE and HEARTLAND FAMILY SERVICE programs and the Consortium.
- F. Other reasonable and necessary administrative duties.

Votes and approvals by the administrators may be accomplished by a consensus, a vote at a meeting (either in person or virtually), or by written affirmation by letter or electronic mail.

However, if the fiscal agent is entering into a contract or agreement on behalf of the Consortium, the governing boards of the member districts shall first approve the contract or agreement. The participating member districts may at any time restrict the powers of the fiscal agent of the Consortium.

## JOINT MEETINGS

The administrators shall meet at least twice each school year, or more often if necessary, to discuss items of mutual concern.

## BOARD APPROVAL

Consortium membership shall be approved by the board of education of each member district. Failure of a board of education to approve the Consortium Agreement shall remove that school district from Consortium membership.

## JURISDICTION

The students attending the Consortium program shall be allowed to participate in the student activities in their districts of residence and will be subject to the eligibility rules of their resident districts. Students in the Consortium continue to be enrolled in their resident districts and are subject to the testing requirements, graduation requirements, and disciplinary procedures of their resident districts. The employer of the licensed teachers will administer required assessments and will forward the results of the individual assessments to each resident district. Permanent school records shall be maintained at the student's resident district.

The fiscal agent, through the Consortium, must be actively involved in the management, direction, supervision, and evaluation of the program; evaluation of the students; staff development of teachers; and monitoring adherence to all pertinent state and federal laws, including, but not limited to: testing requirements, IDEA provisions, omni-circular provisions, FERPA provisions, teacher licensure, curriculum development, professional development and expectations, and core curriculum implementation.

Member district students shall be under the jurisdiction of, and be the responsibility of, the host district while in attendance at CHILDREN'S SQUARE and HEARTLAND FAMILY SERVICE, except as set out in this Agreement. Member district students shall be subject to the same academic, disciplinary, and other additional requirements that apply to host district resident students.



### INDEPENDENCE RETAINED

It is expressly understood and agreed to by the member districts that nothing contained in this Agreement shall be construed to create a partnership, association, or other affiliation or like relationship between the member districts, it being specifically agreed that their relationship is and shall remain that of independent parties participating in a cooperative mutual relationship in the Consortium. In no event shall a school district be liable for the debts and obligation of another school district.

### NON-DELEGATION

Unless specifically provided in this Consortium Agreement, the Agreement shall not be construed as a delegation of the authority by the boards of education of any member school districts, or the powers or responsibilities conferred upon them by Iowa Code.

### DISPUTE RESOLUTION AND ARBITRATION

In the event member districts are unable to agree to the interpretation or operation of this Agreement, a committee made up of five volunteer members of the Consortium, one of which is a member of the host district, shall meet to recommend to the full consortium their recommendation.

In the event that the dispute remains unresolved, the dispute shall be referred to a "Conflict Resolution Committee" made up of the president of the board of directors of the host district, the president of a member district, and the chief administrator of the area education agency (AEA) in which the Consortium program is located, whose decision is final.

### SPECIAL EDUCATION

Each member district shall remain responsible for ensuring the special education instructional and support services offered to its students at the Consortium program provide a free and appropriate public education (FAPE) pursuant to federal and state law.

Each resident district is to maintain a file on each resident student attending the Consortium program. For special education students, this file should contain the student's current IEP and progress reports.

The resident district, working with the host district or agency employing the teacher is responsible for IEP development and review.

### STAFFING

Special educational instructional staff will be employees of CHILDREN'S SQUARE or HEARTLAND FAMILY SERVICE and not employees of any member district. The special education administrator at HEARTLAND FAMILY SERVICES and CHILDREN'S SQUARE will be a Council Bluffs District employee.

The fiscal agent may employ, on behalf of the Consortium, an appropriately licensed person or assign a portion of an appropriately licensed person's time (with time records to show time exclusively devoted to the Consortium) to perform the duties of special education administrator. Only the employing member district has the power to terminate the employment of the administrator.

If the time records support that a specific portion of the time of the special education administrator was exclusively devoted to special education, the fiscal agent shall provide such records to each member district. The member districts may use this information to request approval of the School Budget Review Committee (SBRC) to treat this cost as a special education cost. Otherwise, without SBRC approval, the cost cannot be expended from special education funding.

### TRANSPORTATION

Transportation of member students to and from the CHILDREN'S SQUARE and HEARTLAND FAMILY SERVICE sites will be determined by the resident member district and will not be the responsibility of the host district. Other necessary transportation during the school day shall be provided by the host district and shall be charged to the resident member district for the student as an individualized cost.

The host member district agrees to allow vehicles from member districts to cross its boundaries for purposes of providing such transportation.

### PROPERTY

It is not contemplated the Consortium will acquire, hold or dispose of any real property as part of this undertaking. However, the fiscal agent in the Consortium may enter into leases or

sublease arrangements for a building to house the program, with approval of the member districts. That lease or sublease arrangements may be payable from the Physical Plant and Equipment Levy Fund or other legally authorized funds.

### NON-MEMBER DISTRICTS

Occasionally, a district which is not a member of the Consortium may want to send a student to the CHILDREN'S SQUARE or HEARTLAND FAMILY SERVICE programs. Districts who are not members are required to join the Consortium prior to sending students to either CHILDREN'S SQUARE or HEARTLAND FAMILY SERVICE unless the sending school district resides outside of the boundaries of the State of Iowa.

### FINANCIAL PROVISIONS

Members agree to pay Consortium costs to the fiscal agent for their students' enrollment in the consortium program located at the sites of CHILDREN'S SQUARE and HEARTLAND FAMILY SERVICE. The costs shall be computed by determining actual costs for providing educational services to each member's students with IEPs as defined in this Agreement. Billing will be done monthly.

A member district may be involuntarily terminated at the end of a school year by a majority vote of the administrators for failure to pay timely or otherwise not abiding by the terms of this Agreement.

If statutory changes or additions, i.e., state incentives for such sharing, mandate adjustments in the payments required pursuant to this Agreement, addenda shall be executed to bring the Agreement into compliance with statutory requirements.

The fiscal agent member shall provide itemized billings for the costs set out in this Agreement, within thirty (30) days of the end of each month. No billing shall be provided directly to resident districts from a third party contract. Each member shall promptly pay its amount at its next board meeting, but no later than thirty (30) days from receipt of the itemized bill. If any costs were estimated during the fiscal year, the final month's billing shall be adjusted to ensure that the costs are the actual costs for special education for the entire year and the correct share of costs pursuant to this Agreement. "Itemized" billing means a bill in sufficient detail that each member district can meet its legal fiscal responsibilities, including but not limited to, determining performance of the IEP requirements for each of its students, reporting expenditures from the correct funding source in accordance with the permissive uses guidance document issued in December 2013, filing Medicaid claims or special education claims or determining that such

claims have been filed and billed costs reduced by that amount, etc.

Each resident district shall be billed for and pay the direct actual costs of the educational program for each of its resident students pursuant to the IEP. "Actual costs" is a term referring to the excess costs of providing instruction for children requiring special education, above the costs of instruction of pupils in a regular curriculum. "Actual costs" should not be confused with the common meaning of actual as 'all costs incurred' which might include non-instructional costs or costs of instruction that are substantially similar to the costs of instruction in regular curriculum. To the extent that the costs are directly related to the provision of special education services pursuant to the IEPs, these costs are special education costs in the member districts. In the case of a Consortium, the general purpose percentage [GPP] would not be billed as a part of the actual costs, because the non-IEP costs are being allocated to member districts otherwise; billing for GPP would result in duplicate billing.

Specialized costs above the costs of providing special education instruction for students may be billed to each resident district. Costs must be exclusively for identified students per their IEPs.

In the case where a lease agreement is approved by the administrators and their respective boards, and the facility being leased is not a school building owned by a member district, the annual cost of the lease may be billed to each member district in the proportion of each member's student enrolled or served days divided by total enrolled or served days for all districts. This must be agreed to by the majority of the administrators. The lease is paid from either Physical Plant and Equipment Levy (PPEL) or Secure an Advanced Vision for Education Fund (SAVE) and is not a special education cost. No costs related to debt, facility use charges, or new construction/remodeling may be charged. No costs related to the residential, placed, or PMIC programs may be charged.

Upon request food service will be provided by the host district in the same way that food service is provided to other students attending public school within the district boundaries.

The cost of supplies and equipment that are not included in actual costs of special education, may be billed to each member district in the proportion of enrolled or served days divided by total enrolled or served days for all districts. This must be agreed to by the majority of the administrators. These costs would be general fund, general purpose expenditures. Such inventory and equipment shall be jointly owned by the consortium members.

#### CONTRACTED SERVICES

Billings from any purchased service provider must be "itemized" in sufficient detail that each

member district can meet its legal fiscal responsibilities, including but not limited to, the ability to:

- Determine performance of the IEP requirements for each of its students.
- Report expenditures from the correct funding source in accordance with the permissive uses guidance document issued in December 2013.
- Ensure costs are itemized for the purpose of submitting Medicaid claims or special education claims or determining that such claims have been filed and billed costs reduced by that amount, etc.
- Ensure costs are limited to actual costs of special education as defined by Iowa Code.
- Ensure each item is an item on the student's individual student's IEP so that re-billings are accurate.
- Ensure items such as services of a nurse are identified and are linked only to students with services of a nurse included on the individual student's IEP.
- Ensure each item is paid from the correct fund.
- Ensure each item is paid from the correct funding stream (special education weighted funding, IDEA Part B or Part C, LEP, Title 1, general purpose funding, etc.).
- Ensure any administrative costs are allowable and itemized for the purpose of requesting permission from the SBRC to pay those costs from special education weighted funding rather than general purpose funding.
- Ensure costs that are not included within the definition of actual costs of special education instructional programs are separately identified so that they are not paid from any special education funding streams. For this purpose, at a minimum, this would require costs itemized to the function level, and sometimes object level, that districts are required to enter on the CAR-COA. There cannot be a single special education cost when that cost includes non-instructional items. Therefore, there would be separate purchased services (even if in the same Agreement) for such things as instruction, support services, administration, operations & maintenance if applicable, etc.
- Ensure no costs were paid from grants or other funding resources the private provider received or was entitled to receive to address the potential for any cost to be paid by the district which was properly paid from a different source. The IDEA provides that education agencies are payors of last resort.
- Ensure any profit built in by a private for-profit service provider is reasonable. The district has a stewardship responsibility to look at those costs to evaluate the cost effectiveness of purchasing services versus providing the services directly as well as to have procedures in place to meet the coming requirements of the omnibus circular related

to procurement.

- Ensure no costs are “per pupil rates.”
- Ensure no costs are related to purchasing spaces or other phantom student models.
- Ensure time records are maintained when personnel are paid from multiple funding streams and costs are proportionate to time.

## AMENDMENTS

The provisions of this Agreement may be added to, amended or modified by a majority vote of the administrators of all member districts and approved by their respective school boards. Votes must be cast at a duly called meeting by all administrators physically, or virtually, present.

All other Consortium business not pertaining to amending this Agreement shall be decided by a simple majority of the administrators of all member districts.

## DURATION

Subject to the rights of amendment, modification, or termination, this Agreement shall be in full force and in effect from the date of execution until June 30, 2023, and renew every July 1 for one-year periods if approved by the district’s board of education, unless participation is terminated by a member by providing written notice to all other members on or before January 1, or terminated by mutual agreement of all of the member districts.

## CROSS INDEMNIFICATION

If any claim for damage, injury or other loss (hereinafter “loss”) is made by or on behalf of a student, the district transporting or supervising the student at the time of the loss shall be responsible for any payment of claims, damages, or judgments arising out of the loss, and that transporting or supervising district shall indemnify, defend and hold harmless the non-transporting or non-supervising district if a claim is made against the non-transporting or non-supervising district for a loss which occurred while the student was under the supervision and control of the transporting or supervising district. Both member districts and the host district agree to carry liability insurance or otherwise contract for coverage of claims consistent with this Agreement.

Otherwise, to the extent permitted by law, each of the member districts shall protect, defend, hold harmless, and indemnify the other member districts from and against any and all claims, losses, costs, damages, and expenses including attorneys’ fees and expenses, which the other districts may incur by reason of the indemnifying party’s negligence, breach of this Agreement,

or violation of law or right of a third party, or that of the indemnifying party's officers, employees, or agents.

#### APPLICATION OF LAWS, RULES AND REGULATIONS

This Agreement and all policies, rules, and regulations adopted by the administrators to govern the operation of the program shall comply with the laws of the state of Iowa, with rules and regulations of the Iowa Department of Education, and with federal laws and regulations. Any provisions of this Agreement in conflict therewith shall be null and void and the remainder of the Agreement shall be binding upon all members.

All member districts shall refrain from any action which would violate any law, rule, policy, or regulation of any governmental body or agency having jurisdiction over this Agreement.

All member districts agree to cooperate as needed to assure that all required services and responsibilities are provided by the members and that the educational programs and activities are operated in compliance with all applicable laws.

#### BINDING EFFECT

This Agreement shall be binding upon, and inure to the benefit of, the member districts hereto and their successors and assigns.

#### EXECUTION IN COUNTERPARTS

This Agreement may be simultaneously executed in one or more counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and the same instrument.

#### SEVERABILITY

If any clause, provision or section of this Agreement shall, for any reason, be held illegal or invalid by a court or state or federal agency, the illegality or invalidity of such clause, provision or section shall not affect any of the remaining clauses, provisions or sections hereof, and this Agreement shall be construed and enforced as if such illegal or invalid clause, provision or section had not been contained herein. In case any agreement or obligation contained in this Agreement is held to be in violation of law, then such agreement or obligation shall be deemed to

be the agreement or obligation of the members, to the full extent permitted by law. Failure of a member to enter into this Agreement in accordance with Iowa law or inability of a member to be a party to this Agreement shall not affect the validity or enforceability of this Agreement as to all other members.

In commemoration of this Consortium Agreement, the presidents and secretaries of the respective boards of education sign this Agreement on the dates set below, the Agreement having been passed by a majority roll call vote of each board.

**For the Host and Fiscal Agent Member Council Bluffs Community School District:**

Board President \_\_\_\_\_ Dated \_\_\_\_\_

Board Secretary \_\_\_\_\_ Dated \_\_\_\_\_

**Participating Member A-H-S-T-W Community School District:**

Board President \_\_\_\_\_ Dated \_\_\_\_\_

Board Secretary \_\_\_\_\_ Dated \_\_\_\_\_

**Participating Member Atlantic Community School District:**

Board President \_\_\_\_\_ Dated \_\_\_\_\_

Board Secretary \_\_\_\_\_ Dated \_\_\_\_\_

**Participating Member Audubon Community School District:**

Board President \_\_\_\_\_ Dated \_\_\_\_\_

Board Secretary \_\_\_\_\_ Dated \_\_\_\_\_



**Participating Member Boyer Valley Community School District:**

Board President \_\_\_\_\_ Dated \_\_\_\_\_

Board Secretary \_\_\_\_\_ Dated \_\_\_\_\_

**Participating Member CAM Community School District:**

Board President \_\_\_\_\_ Dated \_\_\_\_\_

Board Secretary \_\_\_\_\_ Dated \_\_\_\_\_

**Participating Member Charter Oak School District:**

Board President \_\_\_\_\_ Dated \_\_\_\_\_

Board Secretary \_\_\_\_\_ Dated \_\_\_\_\_

**Participating Member Clear Creek Amana School District:**

Board President \_\_\_\_\_ Dated \_\_\_\_\_

Board Secretary \_\_\_\_\_ Dated \_\_\_\_\_

**Participating Member Corning Community School District:**

Board President \_\_\_\_\_ Dated \_\_\_\_\_

Board Secretary \_\_\_\_\_ Dated \_\_\_\_\_

**Participating Member Creston Community School District:**

Board President \_\_\_\_\_ Dated \_\_\_\_\_

Board Secretary \_\_\_\_\_ Dated \_\_\_\_\_

**Participating Member Denison Community School District:**

Board President \_\_\_\_\_ Dated \_\_\_\_\_

Board Secretary \_\_\_\_\_ Dated \_\_\_\_\_

**Participating Member East Mills Community School District:**

Board President \_\_\_\_\_ Dated \_\_\_\_\_

Board Secretary \_\_\_\_\_ Dated \_\_\_\_\_

**Participating Member Essex Community School District:**

Board President \_\_\_\_\_ Dated \_\_\_\_\_

Board Secretary \_\_\_\_\_ Dated \_\_\_\_\_

**Participating Member Exira-EHK Community School District:**

Board President \_\_\_\_\_ Dated \_\_\_\_\_

Board Secretary \_\_\_\_\_ Dated \_\_\_\_\_

**Participating Member Glenwood Community School District:**

Board President \_\_\_\_\_ Dated \_\_\_\_\_

Board Secretary \_\_\_\_\_ Dated \_\_\_\_\_

**Participating Member Griswold Community School District:**

Board President \_\_\_\_\_ Dated \_\_\_\_\_

Board Secretary \_\_\_\_\_ Dated \_\_\_\_\_

**Participating Member Hamburg Community School District:**

Board President \_\_\_\_\_ Dated \_\_\_\_\_

Board Secretary \_\_\_\_\_ Dated \_\_\_\_\_

**Participating Member Harlan Community School District:**

Board President \_\_\_\_\_ Dated \_\_\_\_\_

Board Secretary \_\_\_\_\_ Dated \_\_\_\_\_

**Participating Member Highland Community School District:**

Board President \_\_\_\_\_ Dated \_\_\_\_\_

Board Secretary \_\_\_\_\_ Dated \_\_\_\_\_

**Participating Member IKM-Manning Community School District:**

Board President \_\_\_\_\_ Dated \_\_\_\_\_

Board Secretary \_\_\_\_\_ Dated \_\_\_\_\_

**Participating Member Lewis Central Community School District:**

Board President \_\_\_\_\_ Dated \_\_\_\_\_

Board Secretary \_\_\_\_\_ Dated \_\_\_\_\_

**Participating Member Logan-Magnolia Community School District:**

Board President \_\_\_\_\_ Dated \_\_\_\_\_

Board Secretary \_\_\_\_\_ Dated \_\_\_\_\_

**Participating Member Maple Valley-Anthon Oto Community School District:**

Board President \_\_\_\_\_ Dated \_\_\_\_\_

Board Secretary \_\_\_\_\_ Dated \_\_\_\_\_

**Participating Member Missouri Valley Community School District:**

Board President \_\_\_\_\_ Dated \_\_\_\_\_

Board Secretary \_\_\_\_\_ Dated \_\_\_\_\_

**Participating Member MOC-Floyd Valley Community School District:**

Board President \_\_\_\_\_ Dated \_\_\_\_\_

Board Secretary \_\_\_\_\_ Dated \_\_\_\_\_

**Participating Member Red Oak Community School District:**

Board President \_\_\_\_\_ Dated \_\_\_\_\_

Board Secretary \_\_\_\_\_ Dated \_\_\_\_\_

**Participating Member Riverside Community School District:**

Board President \_\_\_\_\_ Dated \_\_\_\_\_

Board Secretary \_\_\_\_\_ Dated \_\_\_\_\_

**Participating Member Schleswig Community School District:**

Board President \_\_\_\_\_ Dated \_\_\_\_\_

Board Secretary \_\_\_\_\_ Dated \_\_\_\_\_

**Participating Member Sheldon Community School District:**

Board President \_\_\_\_\_ Dated \_\_\_\_\_

Board Secretary \_\_\_\_\_ Dated \_\_\_\_\_

**Participating Member Shenandoah Community School District:**

Board President \_\_\_\_\_ Dated \_\_\_\_\_

Board Secretary \_\_\_\_\_ Dated \_\_\_\_\_

**Participating Member Sidney Community School District:**

Board President \_\_\_\_\_ Dated \_\_\_\_\_

Board Secretary \_\_\_\_\_ Dated \_\_\_\_\_

**Participating Member Sioux City Community School District:**

Board President \_\_\_\_\_ Dated \_\_\_\_\_

Board Secretary \_\_\_\_\_ Dated \_\_\_\_\_

**Participating Member South Page School District:**

Board President \_\_\_\_\_ Dated \_\_\_\_\_

Board Secretary \_\_\_\_\_ Dated \_\_\_\_\_

**Participating Member Treynor Community School District:**

Board President \_\_\_\_\_ Dated \_\_\_\_\_

Board Secretary \_\_\_\_\_ Dated \_\_\_\_\_

**Participating Member Tri-Center Community School District:**

Board President \_\_\_\_\_ Dated \_\_\_\_\_

Board Secretary \_\_\_\_\_ Dated \_\_\_\_\_

**Participating Member Underwood Community School District:**

Board President \_\_\_\_\_ Dated \_\_\_\_\_

Board Secretary \_\_\_\_\_ Dated \_\_\_\_\_

**Participating Member Villisca Community School District:**

Board President \_\_\_\_\_ Dated \_\_\_\_\_

Board Secretary \_\_\_\_\_ Dated \_\_\_\_\_

**Participating Member West Harrison Community School District:**

Board President \_\_\_\_\_ Dated \_\_\_\_\_

Board Secretary \_\_\_\_\_ Dated \_\_\_\_\_

**Participating Member West Monona Community School District:**

Board President \_\_\_\_\_ Dated \_\_\_\_\_

Board Secretary \_\_\_\_\_ Dated \_\_\_\_\_

**Participating Member Whiting Community School District:**

Board President \_\_\_\_\_ Dated \_\_\_\_\_

Board Secretary \_\_\_\_\_ Dated \_\_\_\_\_

**Participating Member Woodbine Community School District:**

Board President \_\_\_\_\_ Dated \_\_\_\_\_

Board Secretary \_\_\_\_\_ Dated \_\_\_\_\_

# SOUTHWESTERN COMMUNITY COLLEGE EDUCATIONAL SERVICES CONTRACT

This contract establishes the terms and extent of a relationship between Southwestern Community College (Merged Area XIV), hereinafter referred to as "Provider" and the Shenandoah Community School District, hereinafter referred to as "Participant" for providing career and technical education programs for high school students by Provider to the Participant and citing the scope of this contractual relationship.

## SECTION I PURPOSE

SWCC and Shenandoah Community School District enter into the contract for the purpose of providing college classes to high school students in Electrical Technology Career Academy and Diploma pathway. Contract includes the following classes:

### Electrical Technology Career Academy Coursework

#### Fall Semester/1<sup>st</sup> year

- ELE 178 Introduction to Wiring 5 credits
- MAT 743 Technical Mathematics 3 credits

#### Spring Semester/1<sup>st</sup> year

- ELE 116 Blueprint Reading 1 credit
- ELE 174 Blueprint Reading II 1 credit
- ELE 179 Advanced Wiring Systems 5 credits

### Electrical Technology Diploma Coursework

#### Fall Semester/1<sup>st</sup> year

- ELE 155 National Electrical Code I 2 credits
- ELE 207 Residential Electrical Services 3 credits
- SDV 108 The College Experience 1 credits

#### Spring Semester/1<sup>st</sup> year

- ELE 177 DC Theory 3 credits
- ELE 195 Motor Control 3 credits
- Employment Communications 3 credits

## SECTION II CONTRACT AGENCIES

Provider: Southwestern Community College (Merged Area XIV)  
Participant: Shenandoah Community School District

## SECTION III TERM OF COMMITMENT

Beginning Date: August 23, 2023  
Ending Date: May 10, 2024



## SECTION IV

## UNDERSTANDING OF PROJECT AND MUTUAL AGREEMENT

It is hereby understood and mutually agreed: that the Provider and the Participant shall cooperate, along with other education agencies, in providing concurrent credit career and technical education courses, activities and programs to students enrolled in the high school of the Participant District; that the Provider shall serve as administrator and fiscal agent for the project; that the Provider shall serve as the employing agent; that counseling, admissions and registration shall be the joint responsibility of Provider and Participant; that instructional services under this project shall be the responsibility of the Provider; that the governing body of the project shall be provided by the Provider; that each school district participating in a project shall designate their administrative representative for the project, to meet as provided in Section VIII of this contract.

## SECTION V

## FACILITIES, STUDENTS, PERSONNEL AND SERVICES TO BE PROVIDED

### A. Facilities

1. By the Provider: The Provider hereby agrees to provide facilities for the project through lease or some other contractual arrangement. When the Provider through such arrangement uses the facilities of a local education agency, it hereby agrees to abide by the rules and policies of that local education agency and will require compliance by all personnel who are part of this project.
2. By the Participant: The Participant School District hereby agrees: students provide student transportation to and from the project instructional center or site; to cooperate in developing bus schedules, calendars, class schedules, procedures and provide other advice and counsel for the efficient and effective management of the project. The school district will provide their own transportation. Any liability arising therefrom shall be the responsibility of the school district.

### B. Students and Personnel

1. By the Provider: The Provider shall provide administrative, instructional, and other necessary staff to carry out the purposes of this instructional project. The Provider shall make available to the Participant, staff members for consultative purposes from time to time as needed for activities related to this project. Students will be treated as young adults and appropriate and proper behavior will be expected

when participating in lab activities the as provider is not responsible. Students are responsible for any liability arising as a result of injuries associated with lab. Jointly agreed upon rules common to the participant schools and community college will be administered.

2. By the Participant School District: The Participant will provide, under the terms of this contract, properly screened and counseled students who are appropriately enrolled in courses offered under this project. The Participant will align student eligibility to Senior Year Plus, including providing an option for students to meet the required proficiency requirements through measures of college readiness in alignment with the Provider's criteria for course placement information for entry-level advising. All rules, regulations, and personnel policies of the Provider shall apply to project personnel, including students, while they are in the Provider's facilities. The Participant School District staff may serve the Provider's instructional staff for consultative purposes from time to time and otherwise encourage a cooperative relationship with the Provider's personnel.

## SECTION VI INSTRUCTIONAL EQUIPMENT AND MAINTENANCE

The Provider will enter into maintenance and repair contracts as required and will be responsible for keeping the instructional equipment in proper working condition. Equipment on loan to the project from local education agencies will be labeled and inventoried.

## SECTION VII INSTRUCTIONAL RELATED SERVICES

The Provider shall make available career and technical education courses, activities and programs to the students from Participant high schools. Said instructional offerings shall have been approved by the local school district boards, by the community college board and by the State of Iowa Department of Education. The Provider will provide counseling services as well as admissions, registration and record-keeping services to supplement those same services provided by the participant District.

Instructional programs will be selected on need, interest and demand as determined by the Provider. Programs will be started gradually and expanded slowly. Advisory committees will be appointed for each instructional program and articulation agreements put into place where appropriate. Flexibility will be built in to accommodate the students in new as well as existing career programs. Adjustments in registration will be allowed after each semester course. Enrollment will be allowed and encouraged

in nonproject programs if space is available.

## SECTION VIII ADMINISTRATION AND COMMUNICATION

Provider staff will meet periodically with Participant staff to coordinate the program. Said meetings will be scheduled by individual school districts.

## SECTION IX TUITION, FEES, BOOKS AND BILLING

- A. Shenandoah Community School District is contracting for students in Electrical Technology Career Academy with the amount charged to be \$4,500 (\$2,250 each semester) per student for the academic year. Students enrolling additionally in the Electrical Technology Diploma courses will be charged 90% of 2023-2024 tuition and fees rate per credit, per student enrolled.
- B. Billings will be sent in October and March.
- C. Southwestern Community College is responsible for purchasing and distributing the required textbooks, tools, and other related equipment. Shenandoah Community School District is responsible for collecting the textbooks at the completion of the course. Any textbooks not returned or damaged beyond use will be billed to the school district.
- D. The provider shall reserve the right to control the maximum enrollment in each class.
- E. In any event, a program may be canceled if the total enrollment by all participating districts is insufficient.
- F. This contract must be signed and filed with Southwestern Community College, 1501 West Townline Street, Creston, IA 50801 by August 23, 2023.

## SECTION X ESCAPE CLAUSES

- A. For the Participant: The Participant District may be automatically withdrawn from the provisions of that part of the contract for those classes that do not organize.
- B. For the Provider: The Provider, Southwestern Community College (Merged Area XIV) may reduce the number of students accepted for courses, activities and programs if circumstances require it. Further, the Provider shall have the right to withdraw from all parts of the Project if sufficient funds and/or students are not committed to the Project by Participants by May 1 prior to the beginning of any school year.

## NONDISCRIMINATION STATEMENT

It is the policy of Southwestern Community College not to discriminate in its programs, activities, or employment on the basis of race, color, national origin, sex, disability, age, sexual orientation, gender identity, creed, religion, and actual or potential family, parental or marital status. If you have questions or complaints related to compliance with this policy, please contact: Equity/Title IX Coordinator, Southwestern Community College (Administration Center), 1501 W. Townline St., Creston, IA 50801; phone, (641) 782-1456; or email, [TitleIXCoordinator@swcciowa.edu](mailto:TitleIXCoordinator@swcciowa.edu), or the Director of the Office for Civil Rights, U.S. Department of Education, John C. Kluczynski Federal Building, 230 S. Dearborn Street, 37th Floor, Chicago, IL 60604-7204; phone, (312) 730-1560; fax, (312) 730-1576; TDD, 800-877-8339; or email, [OCR.Chicago@ed.gov](mailto:OCR.Chicago@ed.gov).

## DISABILITY/SPECIAL NEEDS

Southwestern provides a variety of accommodations for qualified students with disabilities. Services are designed to enhance the student's abilities and are based upon a student's individual needs. Southwestern makes every effort to assure that qualified students with disabilities have equal access to all services. Steps for obtaining such accommodations are listed in the Student Handbook (disability/special needs at Southwestern). For further assistance regarding accommodations or to identify special needs, students should contact Deb Pantini, Director of Student Development, Administration Center, at 641.782.1458.

## AUTHORIZATION

We, the undersigned, hereby certify that we are the properly authorized officers of the organizations sought to be bound by this contract, and that we do hereby accept the terms and conditions provided herein, or attached hereto as supplementing any section hereof, and attest that we sign this document on behalf of the contracting entity to the contract:

PARTICIPANT SCHOOL DISTRICT  
IN THE COUNTY OF PAGE IN  
THE STATE OF IOWA

PROVIDER, SOUTHWESTERN  
COMMUNITY COLLEGE  
MERGED AREA XIV)

By: \_\_\_\_\_  
Signature

By: \_\_\_\_\_  
Signature

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## 2022-2023 Screen 11 - Certification

**Special Education Supplement LEA CERTIFIED 9/8/2023 11:37:47 AM**  
**CAR CERTIFIED on 9/6/2023 12:16:06 PM**  
**Transportation CERTIFIED 9/6/2023 12:19:03 PM**

All the records described below are now BROWSE ONLY  
Please contact person listed at the bottom of the display  
if you need to make further adjustments to this information.  
Thank you.

A district may request allowable growth and supplement aid for a negative special education balance for the current school year. The supplemental aid payment will be calculated by the Department of Management after all special education balances have been finalized. If a district has a positive special education balance, they do not have the ability to request allowable growth and supplemental aid. The date listed below indicates when the district's board approved seeking allowable growth and supplemental aid for a negative special education balance.

Our Board approved this action on

Upload your minutes (PDF or Word):

Previous Year Carryover (Screen 4)	Weighted Receipts (Screen 4)
\$0.00	\$1,015,729.00
Total Special Education Revenue	Carryover Allowed in Current Year (10% of Weighted Receipts)
\$2,320,056.25	\$101,572.90
Total Special Education Expenditures	Amount to be Redistributed to Districts with a Negative Balance
\$2,994,001.47	\$0.00

Special Education Balance in Current Year	Amount of Allowable Growth Request	
(\$673,945.22)	\$673,945.22	
<b>DISTRICT LEVEL FORMS</b>	<b>STATUS</b>	<b>DATE</b>
	COMPLETE	9/6/2023 12:20:35 PM
	COMPLETE	9/6/2023 12:20:43 PM
	COMPLETE	9/6/2023 12:27:30 PM
	COMPLETE	9/6/2023 12:21:01 PM
	COMPLETE	9/6/2023 12:21:21 PM
	COMPLETE	9/6/2023 3:11:55 PM
	COMPLETE	9/6/2023 3:12:35 PM
	COMPLETE	9/6/2023 3:13:30 PM
	COMPLETE	9/6/2023 3:14:55 PM
	COMPLETE	9/6/2023 3:15:41 PM
	COMPLETE	9/8/2023 11:37:47 AM



Program between 410 - 419		Salaries	Benefits	Purchased Professional	Equip rental/repair	Other (tuition)	Supplies	Equip	
Account ID = 9 and Fund = 10								730-	
Object by Function		100-199	200-299	300-399	430-449	500-599	600-699	739	Total
7. O & M	26XX	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
8. Transportation	27XX	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
9. Community Services	28XX	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
10. Total		34304.86	11060.45	0.00	0.00	0.00	242.04	0.00	45607.35
11. Total (Line 10)									45607.35
12. Weighted funding received (from October 2021 CE x FY23 DCP) (0.00 X 7227.00)							8154.00		
13. Other resources (expenditures above that have project >0000, excluding 1112)							6246.77		
14. FY22 state and federal carryover							0.00		
15. MSA on FY23 Application form (from SBRC application form)							1556.00		
16. Resources Available but unused							4203.62		
Total Resources Available (Sum Lines 12 thru 16)							20160.39		
17. Preliminary Maximum allowable request (Lines 11-Total Resources Available, if positive, otherwise zero)									25446.96
18. Revenue Received (Source 1951, Source 1323 AND Program 4XX, and Project 1112)									0.00
19. Revenue not captured (e.g. costs paid from another district) (district input)									0.00
20. Any expenditure included in the row above that is not expressly allowed by IAC (district input)									0.00
21. Maximum allowable request (Line 17 minus 20, if positive, otherwise zero)									25,446.96
22. Amount requested (may be less than maximum allowable) (district input)									25446.96



September 19, 2023

Dr. Keri Nelson, Superintendent  
Shenandoah Community School District  
Dr. Keri Nelson, Superintendent  
304 West Nishna Road  
Shenandoah, Iowa 51601

RE: Proposal for K-8 facility assessment

Dr. Nelson:

We are pleased to submit this proposal to complete a facility assessment for your K-8 Building. The following is our understanding of the necessary services.

### **General Overview**

The 122,000 square foot, K-8 Building serves all of Shenandoah's Elementary and Middle School students. The building was put into service around 2002. Much of the equipment and finishes are nearing the end of their expected life expectancy. The facility assessment report will develop a high level plan for the recommended upgrades and provide budget ranges for planning purposes. The resulting document from this assessment is not intended to be detailed enough to be used to procure bids from contractors. Architectural and engineering detailed design services will be needed to complete the construction documents for bidding.

The building HVAC system comprises of boilers, cooling tower, heat pumps and make-up air units. There are approximately 160 heat pumps. In the last four years approximately 40 of the heat pumps have been replaced. It is assumed the heat pumps are at the end of their life. SCSD would like to explore if it makes sense to replace the existing system with a Geothermal system or if a partial replacement of the existing system would be a better approach. A review of a sample of the existing controls is also needed which would determine if the controls are functioning at the K8 Building per the original design.

We understand that you would like to look at the building accessible compliance and separation of genders issues.

- A. There is an elevator shaft that either needs permanently blocked or an elevator installed. It is currently a safety hazard. We will also look at elevator accessible compliance.
- B. In the Nurses Area, there are some tight quarters that need reviewed for accessible compliance and function.
- C. We will address a "conference/meeting room" near the gym area for coaches of opposite gender to meet with their teams.
- D. We will study if there a way to incorporate single occupancy restrooms or private changing areas into the locker rooms.
- E. Review slope at curb cuts of sidewalks on accessible route for ADA compliance.

All finishes have general wear and tear that could be expected with twenty years of use. The items reviewed will include the following;

- A. The gym floors, new bleachers, new flooring tile, carpet tile and fresh coat of paint is desired to freshen up the schools. Depending on the extent of the HVAC

- replacement, it also may make sense to replace the ceiling tile and maybe the ceiling grid.
- B. Review the sidewalks around the building and document areas that need repair due to cracks or deterioration.
- C. The classroom doors and hardware replacement is already in the works and therefore is excluded from this proposal.

**Deliverables:**

The facility assessment and masterplan recommendation will include the following;

- Existing HVAC Equipment Review: Provide a synopsis of what a partial replacement would look like and a general schedule/timeline for replacement, and a budget range.
- New HVAC System Recommendation: Research and advise if a geothermal system is a cost-effective solution for the K-8 building. Include a budget range to upgrade to the geothermal system.
- HVAC Controls: Recommendation for replacing or repairing controls based on reviewing a sample of controls including a budget range.
- Finishes Upgrades: Documenting the existing finishes, their condition, and proposed replacement material type and quantity. Provide a budget range.
- ADA/Gender Issues Review: Review the existing sidewalks, restrooms, locker rooms, and nurse area to determine if these areas meet ADA requirement. Provide a possible solution for coaches to meet with teams outside of the locker room. Make recommendations.

Based on the recommendations in the above items, a masterplan recommendation that includes the project scopes with corresponding phasing schedule for the series of projects will be provided.


HVAC Facility Assessment Report .....	\$30,000
Architectural Finishes Review .....	\$8,000
Architectural ADA/Gender Issuers Report .....	\$8,000

It is proposed to complete the facility assessment in the spring of 2024, and an on-site presentation to the school board is included.

If in agreement an AIA B210-2017 contract will be provided for signature.

If you have any questions, please give me a call.

Sincerely,

  
 Cindy Larson, NCARB  
 Project Manager



DLA Farms LLC  
 1183 220th Street  
 Shenandoah, IA  
 4027094627  
 Dan.anderzhon@gmail.com

## Snow Removal Rate Sheet

ESTIMATE NUMBER	DATE
<b>SHS1003</b>	8/13/2023

**SITE INFORMATION**

Sheandoah School District 304 W Nishna RD

CONTACT PERSON	CONTACT NUMBER
Robert Addy	7123081980

Work Description	Type	Quantity	Unit	Unit Price (US\$)	Amount (US\$)
Snow Removal	Hour			80.00	80.00
Post treatment with 50/50 sand & ice melt	Ton			150.00	150.00
Sand Post treatment	Ton			70.00	70.00
Salt Post treatment	Ton			200.00	200.00
Liquid Pretreatment	Per gal			2.00	2.00
Treated Salt Delivered -35°	Ton			157.00	157.00
Salt Brine	Gal			1.50	1.50
Liquid Additive -45°	Gal			4.00	4.00
Treated Salt Picked Up	Ton			175.00	175.00
Notes					

*Snow removal rates are per each snow event and are one hour guaranteed. These rates include clearing of snow around the building. Dla farms will begin clearing snow around 3 inchs unless requested sooner by the customer. Dla farms will also offer liquid treatment this year. Per customers request we can provide a estimated total application cost.*

\_\_\_\_\_  
 BUSINESS REPRESENTATIVE SIGNATURE

\_\_\_\_\_  
 DATE

\_\_\_\_\_  
 DLA FARMS SIGNATURE

\_\_\_\_\_  
 DATE

Lawn World LLC  
PO Box 531  
Shenandoah, IA 51601  
712-246-1316

September 1, 2023

## ANNUAL IRRIGATION SERVICE CONTRACT

Between **LAWN WORLD LLC** and

Shenandoah Schools Football Field  
1000 Mustang Dr  
Shenandoah, IA 51601

**Contract Amount \$250**

**Proposed Work.** Lawn World LLC will provide two (2) maintenance visits per year; the Spring Startup and the Fall Winterization. The Spring Startup visit will involve the irrigation system being turned back on and thoroughly checked for leaks. All zones are run, to make sure every sprinkler head is performing properly and covering its intended area. The system's control unit is checked to make sure it is programmed properly. This agreement covers all labor needed to run and inspect the system. Any parts and labor needed for repairs after the inspection is completed will be invoiced to the customer. Any return visits needed throughout the year will be subject to a service call, parts and labor. The Fall Winterization visit includes the water being turned off, the backflow prevention device and the lines to the house are drained.

**Period of Maintenance.** Lawn World LLC shall perform maintenance on the System in accordance with the terms and conditions of this agreement for a period of one (1) year.

**General Provisions.** Lawn World LLC agrees to complete the work listed above in a timely and professional manner. Upon acceptance of this agreement, Customer benefits with an annual service contract including discounted service call rate of \$50 (\$75 non-contract), \$50/hour (\$75/hr non-contract), 20% off parts cost and automatic scheduling for Spring Startups and Fall Winterizations.

**Acceptance:** I would like to participate in the annual service contract program and will send payment for the amount above along with this completed form.

\_\_\_\_\_  
**CUSTOMER SIGNATURE**

\_\_\_\_\_  
**DATE**

\_\_\_\_\_  
**PHONE #**

\_\_\_\_\_  
**EMAIL**

\_\_\_ I would like my controller left programmed and in the **run** position after spring start up.

\_\_\_ I would like my controller left programmed but in the **off** position after spring start up.

**Return signed contract with payment to:**  
**LAWN WORLD LLC**  
**PO BOX 531**  
**SHENANDOAH, IA 51601**



Sept. 14, 2023

# Model Policies for Discipline of Students Who Make Threats of Violence or Cause Incidents of Violence

## Introduction

The 2023 Iowa Acts, chapter 96 (House File 604), signed by Governor Reynolds on May 26, 2023, requires the Iowa Department of Education to develop and distribute a model policy for school districts and charter schools that, if adopted, satisfies a school district's or charter school's responsibilities under Iowa Code 279.79 established by the Act. These model policies are intended to support a school district and charter school in meeting the requirements of new Iowa Code section 279.79 and in developing policies for different grade levels that describe how a school district or charter school may discipline a student for making a threat of violence or causing an incident of violence that results in injury or property damage or assault.

Districts are required to:

- Publish the district policy on the district website (2023 Iowa Acts, chapter 96 (House File 604), sec. 7, new section 279.79, subsection 1).
- Provide each parent or guardian with a copy of the policy and require the parent or guardian acknowledge receipt of the policy in writing or electronically (2023 Iowa Acts, chapter 96 (House File 604), sec. 8).

## Discipline Policy

Discipline is designed to promote behavior that will enable students to learn and successfully participate in their educational and social environments. The district discipline policy for students who make a threat of violence or commit an act of violence is developed to help students understand their obligations to others in the school setting, secure the safety of all students, staff and the community, and to correct student behavior if a violation occurs (2023 Iowa Acts, chapter 96 (House File 604), sec. 7, new section 279.79, subsection 1).

Students will conduct themselves in a manner fitting their age, grade level, and maturity, and with respect and consideration for the rights of others while on school district property or on property within the jurisdiction of the school district; while on school owned and/or operated school or chartered vehicles; while attending or engaged in school activities; and while away from school grounds if misconduct will directly affect the good order, efficient management and welfare of the school district. Consequences for the misconduct will be fair and tailored to the age, grade level and maturity of the student.

Discipline and other responses to threats or incidents of violence by a student with a disability, including removal from a class, placement in a therapeutic classroom, suspensions, and expulsions, will comply with the provisions of applicable federal and state laws including, but not limited to, the IDEA, Section 504 of the Rehabilitation Act, and the Americans with Disabilities Act (2023 Iowa Acts, chapter 96 (House File 604), sec. 7, new section 279.79, subsection 3).

## District Response to a Threat or Incident of Violence by a Student

### Reporting a Threat of Violence or Incidence of Violence

In the case of any threat of violence or incident of violence that results in injury, property damage or assault by a student, the teacher will report to the school principal or lead administrator within 24 hours of the incident. The principal or lead administrator will notify the parent or guardian of the student(s) who threatened or perpetrated an act of violence and the student(s) who the threatened or perpetrated act of violence was made against within 24 hours after receipt of the teacher's report and complete an investigation of the



incident as soon as possible. The classroom teacher may also notify the parent or guardian of the student who made the threat or caused the incident, and the parent or guardian of the student against whom the threat or incident was directed (2023 Iowa Acts, chapter 96 (House File 604), sec. 4).

An investigation will be initiated by the principal or lead administrator upon learning of an incident of violence or threat of violence through any credible means. If the principal or lead administrator finds that an incident of violence or threat of violence did occur, the administrator will determine the level of threat or incident by considering all aspects of the situation, including the student's intent and knowledge of the impact of their actions, their developmental level and context of the incident. The resolution will focus on identifying the cause behind the behavior and appropriate corrective action (2023 Iowa Acts, chapter 96 (House File 604), sec. 7, new section 279.79, subsections 1 and 4).

A student who makes a threat of violence, causes an incident of violence that results in injury or property damage, or who commits an assault, will be subject to escalating levels of discipline for each occurrence. When appropriate, referrals will be made to local law enforcement. The district retains the authority to assign the level of disciplinary measures appropriate to the severity of the threat of violence or incident of violence (2023 Iowa Acts, chapter 96 (House File 604), sec. 7, new section 279.79, subsection 5).

## Threat of Violence

Threat of violence means a written, verbal, electronic or behavioral message that either explicitly or implicitly expresses an intention to inflict emotional or physical injury, property damage, or assault.

## Incident of Violence

Incident of violence means the intentional use of physical force or power against oneself, another person, a group or community or property resulting in injury, property damage or assault.

## Injury

Injury means "physical pain, illness or any impairment of physical condition." State v. McKee, 312 N.W.2d 907, 913 (Iowa 1981).

## Property Damage

Property damage means any destruction, damage, impairment or alteration of property to which the individual does not have a right to take such an action. Property means real property, which includes any real estate, building, or fixture attached to a building or structure, and personal property, which includes intangible property (Iowa Code section 4.1(21)).

## Assault

Assault means when, without justification, a student does any of the following:

an act which is intended to cause pain or injury to, or which is intended to result in physical contact which will be insulting or offensive to another, coupled with the apparent ability to execute the act; or any act which is intended to place another in fear of immediate physical contact which will be painful, injurious, insulting or offensive, coupled with the apparent ability to execute the act; or intentionally points any firearm toward another or displays in a threatening manner any dangerous weapon toward another.

The act is not an assault when the person doing any of the above and the other person are voluntary participants in a sport, social or other activity, not in itself criminal, when the act is a reasonably foreseeable incident of such sport or activity, and does not create an unreasonable risk of serious injury or breach of the peace (Following Iowa Code section 708.1).



## Escalating Responses by Grade Band

### Grades PK-2

Level	Escalating Response
Level 1	<ul style="list-style-type: none"> <li>• Requires parent or guardian notification.</li> <li>• Requires individualized educational program (IEP) meeting, if the student has an IEP.</li> <li>• Responses may include any of the following:               <ul style="list-style-type: none"> <li>○ Parent or guardian conference that includes the student, when appropriate;</li> <li>○ When appropriate and with written parent consent, counseling, and/or mental health counseling subject to available resources of the district;</li> <li>○ Behavior intervention student agreement coupled with another response(s);</li> <li>○ Restitution or opportunities to repair relationships coupled with another response(s);</li> <li>○ Detention; and/or</li> <li>○ Temporary removal from class.</li> </ul> </li> <li>• Unless the first offense is unusually serious, the administrator will avoid permanent removal from a class.</li> </ul>
Level 2	<ul style="list-style-type: none"> <li>• Requires parent or guardian notification.</li> <li>• Review of response to prior offense, if applicable, to inform increased level of response.</li> <li>• Requires individualized educational program (IEP) meeting, if the student has an IEP.</li> <li>• Responses to the incident may include the following:               <ul style="list-style-type: none"> <li>○ Parent or guardian conference that includes the student, when appropriate;</li> <li>○ When appropriate, with written parent/guardian consent, counseling, and/or mental health counseling subject to available resources of the district;</li> <li>○ Behavior intervention student agreement coupled with another response(s);</li> <li>○ Restitution or opportunities to repair relationships coupled with another response(s);</li> <li>○ Detention;</li> <li>○ Temporary or permanent removal from extracurricular activities;</li> <li>○ Temporary or permanent removal from class;</li> <li>○ In-school suspension;</li> <li>○ Suspension of transportation privileges, if misconduct occurred in a school vehicle; and/or</li> <li>○ Placement in an alternative learning environment, including a therapeutic classroom, when appropriate.</li> </ul> </li> </ul>
Level 3	<ul style="list-style-type: none"> <li>• Requires parent or guardian notification.</li> <li>• Review of response to prior offense, if applicable, to inform increased level of response.</li> <li>• Requires individualized educational program (IEP) meeting, if the student has an IEP.</li> <li>• Responses to an incident may include the following:               <ul style="list-style-type: none"> <li>○ Parent or guardian conference that includes the student, when appropriate;</li> <li>○ When appropriate, with written parent/guardian consent, counseling, and/or mental health counseling subject to available resources of the district;</li> <li>○ Behavior intervention student agreement coupled with another response(s);</li> <li>○ Restitution or opportunities to repair relationships coupled with another response(s).</li> <li>○ Detention;</li> <li>○ Temporary or permanent removal from extracurricular activities;</li> <li>○ Temporary or permanent removal from class;</li> <li>○ In-school suspension;</li> <li>○ Out-of-school suspension;</li> <li>○ Suspension of transportation privileges, if misconduct occurred in a school vehicle;</li> <li>○ Placement in an alternative learning environment, including a therapeutic classroom, when appropriate; and/or</li> <li>○ Recommendation for expulsion.</li> </ul> </li> </ul>



## Grades 3-5

Level	Escalating Response
Level 1	<ul style="list-style-type: none"> <li>• Requires parent or guardian notification.</li> <li>• Requires individualized educational program (IEP) meeting, if the student has an IEP.</li> <li>• Responses to an incident may include the following:               <ul style="list-style-type: none"> <li>○ Parent or guardian conference that may include the student, when appropriate;</li> <li>○ When appropriate and with written parent consent, counseling, and/or mental health counseling subject to available resources of the district;</li> <li>○ Behavior intervention student agreement coupled with another response(s);</li> <li>○ Restitution or opportunities to repair relationships coupled with another response(s);</li> <li>○ Detention; and/or</li> <li>○ Temporary removal from class.</li> </ul> </li> <li>• Unless the first offense is unusually serious, the administrator will avoid permanent removal from a class.</li> </ul>
Level 2	<ul style="list-style-type: none"> <li>• Requires parent or guardian notification.</li> <li>• Review of response to prior offense, if applicable, to inform increased level of response.</li> <li>• Requires individualized educational program (IEP) meeting, if the student has an IEP.</li> <li>• Response to an incident may include, but are not limited to, the following:               <ul style="list-style-type: none"> <li>○ Parent or guardian conference that includes the student, when appropriate;</li> <li>○ When appropriate, with written parent/guardian consent, counseling, and/or mental health counseling subject to available resources of the district;</li> <li>○ Behavior intervention student agreement coupled with another response(s);</li> <li>○ Restitution or opportunities to repair relationships coupled with another response(s);</li> <li>○ Detention;</li> <li>○ Temporary or permanent removal from extracurricular activities;</li> <li>○ Temporary or permanent removal from class;</li> <li>○ In-school suspension;</li> <li>○ Suspension of transportation privileges, if misconduct occurred in a school vehicle; and/or</li> <li>○ Placement in an alternative learning environment, including a therapeutic classroom, when appropriate.</li> </ul> </li> </ul>
Level 3	<ul style="list-style-type: none"> <li>• Requires parent or guardian notification.</li> <li>• Review of response to prior offense, if applicable, to inform increased level of response.</li> <li>• Requires individualized educational program (IEP) meeting, if the student has an IEP.</li> <li>• Response to an incident may include the following:               <ul style="list-style-type: none"> <li>○ Parent or guardian conference that includes the student, when appropriate;</li> <li>○ When appropriate and with written parent/guardian consent, counseling, and/or mental health counseling subject to available resources of the district;</li> <li>○ Behavior intervention student agreement coupled with another response(s);</li> <li>○ Restitution or opportunities to repair relationships coupled with another response(s);</li> <li>○ Detention;</li> <li>○ Temporary or permanent removal from extracurricular activities;</li> <li>○ Temporary or permanent removal from class;</li> <li>○ In-school suspension;</li> <li>○ Out-of-school suspension;</li> <li>○ Suspension of transportation privileges, if misconduct occurred in a school vehicle; and/or</li> <li>○ Placement in an alternative learning environment, including a therapeutic classroom, when appropriate; and/or</li> <li>○ Recommendation for expulsion.</li> </ul> </li> </ul>





## Grades 6-8

Level	Escalating Response
Level 1	<ul style="list-style-type: none"> <li>• Requires parent or guardian notification.</li> <li>• Requires individualized educational program (IEP) meeting, if the student has an IEP.</li> <li>• Responses to an incident may include the following:               <ul style="list-style-type: none"> <li>○ Parent or guardian conference that may include the student, when appropriate;</li> <li>○ When appropriate and with written parent consent, counseling, and/or mental health counseling subject to available resources of the district;</li> <li>○ Behavior intervention student agreement coupled with another response(s);</li> <li>○ Restitution or opportunities to repair relationships coupled with another response(s);</li> <li>○ Detention; and/or</li> <li>○ Temporary removal from class.</li> </ul> </li> </ul>
Level 2	<ul style="list-style-type: none"> <li>• Requires parent or guardian notification.</li> <li>• Review of response to prior offense, if applicable, to inform increased level of response.</li> <li>• Requires individualized educational program (IEP) meeting, if the student has an IEP.</li> <li>• Responses to an incident may include, but are not limited to, the following:               <ul style="list-style-type: none"> <li>○ Parent or guardian conference that includes the student, when appropriate;</li> <li>○ When appropriate and with written parent/guardian consent, counseling, and/or mental health counseling subject to available resources of the district;</li> <li>○ Behavior intervention student agreement coupled with another response(s);</li> <li>○ Restitution or opportunities to repair relationships coupled with another response(s);</li> <li>○ Detention;</li> <li>○ Temporary or permanent removal from extracurricular activities;</li> <li>○ Temporary or permanent removal from class;</li> <li>○ In-school suspension;</li> <li>○ Out-of-school suspension;</li> <li>○ Suspension of transportation privileges, if misconduct occurred in a school vehicle; and/or</li> <li>○ Placement in an alternative learning environment, including a therapeutic classroom, when appropriate.</li> </ul> </li> </ul>
Level 3	<ul style="list-style-type: none"> <li>• Requires parent or guardian notification.</li> <li>• Review of response to prior offense, if applicable, to inform increased level of response.</li> <li>• Requires individualized educational program (IEP) meeting, if the student has an IEP.</li> <li>• Response to an incident may include the following:               <ul style="list-style-type: none"> <li>○ Parent or guardian conference that may include the student, when appropriate;</li> <li>○ When appropriate and with written parent consent, counseling, and/or mental health counseling subject to available resources of the district;</li> <li>○ Behavior intervention student agreement coupled with another response(s);</li> <li>○ Restitution or opportunities to repair relationships coupled with another response(s);</li> <li>○ Detention;</li> <li>○ Temporary or permanent removal from extracurricular activities;</li> <li>○ Temporary or permanent removal from class;</li> <li>○ In-school suspension;</li> <li>○ Out-of-school suspension;</li> <li>○ Suspension of transportation privileges, if misconduct occurred in a school vehicle;</li> <li>○ Placement in an alternative learning environment, including a therapeutic classroom, when appropriate; and/or</li> <li>○ Recommendation for expulsion.</li> </ul> </li> </ul>



## Grades 9-12

Level	Escalating Response
Level 1	<ul style="list-style-type: none"> <li>• Requires parent or guardian notification.</li> <li>• Requires individualized educational program (IEP) meeting, if the student has an IEP.</li> <li>• Responses to an incident may include, but are not limited to, the following:               <ul style="list-style-type: none"> <li>○ Parent or guardian conference that includes the student, when appropriate;</li> <li>○ When appropriate and with written parent/guardian consent, counseling, and/or mental health counseling subject to available resources of the district;</li> <li>○ Behavior intervention student agreement coupled with another response(s);</li> <li>○ Restitution or opportunities to repair relationships coupled with another response(s);</li> <li>○ Detention;</li> <li>○ Temporary removal from extracurricular activities;</li> <li>○ Temporary removal from class;</li> <li>○ In-school suspension; and/or</li> <li>○ Suspension of transportation, if misconduct occurred in a school vehicle.</li> </ul> </li> </ul>
Level 2	<ul style="list-style-type: none"> <li>• Requires parent or guardian notification.</li> <li>• Review of response to prior offense, if applicable, to inform increased level of response.</li> <li>• Requires individualized educational program (IEP) meeting, if the student has an IEP.</li> <li>• Response to an incident may include the following:               <ul style="list-style-type: none"> <li>○ Parent or guardian conference that includes the student, when appropriate;</li> <li>○ When appropriate and with written parent/guardian consent, counseling, and/or mental health counseling subject to available resources of the district;</li> <li>○ Behavior intervention student agreement coupled with another response(s);</li> <li>○ Restitution or opportunities to repair relationships coupled with another response(s);</li> <li>○ Detention;</li> <li>○ Temporary or permanent removal from extracurricular activities;</li> <li>○ Temporary or permanent removal from class;</li> <li>○ In-school suspension;</li> <li>○ Out-of-school suspension;</li> <li>○ Suspension of transportation privileges, if misconduct occurred in a school vehicle; and/or</li> <li>○ Placement in an alternative learning environment, including a therapeutic classroom, when appropriate.</li> </ul> </li> </ul>
Level 3	<ul style="list-style-type: none"> <li>• Requires parent or guardian notification.</li> <li>• Review of response to prior offense, if applicable, to inform increased level of response.</li> <li>• Requires individualized educational program (IEP) meeting, if the student has an IEP.</li> <li>• Response to an incident may include the following:               <ul style="list-style-type: none"> <li>○ Parent or guardian conference that includes the student, when appropriate;</li> <li>○ When appropriate and with written parent/guardian consent, counseling, and/or mental health counseling subject to available resources of the district;</li> <li>○ Behavior intervention student agreement coupled with another response(s);</li> <li>○ Restitution or opportunities to repair relationships coupled with another response(s);</li> <li>○ Detention;</li> <li>○ Temporary or permanent removal from extracurricular activities;</li> <li>○ Temporary or permanent removal from class;</li> <li>○ In-school suspension;</li> <li>○ Out-of-school suspension;</li> <li>○ Suspension of transportation privileges, if misconduct occurred in a school vehicle;</li> <li>○ Placement in an alternative learning environment, including a therapeutic classroom, when appropriate; and/or</li> <li>○ Recommendation for expulsion.</li> </ul> </li> </ul>



## Definitions (consistent with the Department's Data Dictionary 2022-23)

**Detention** means the student's presence is required during non-school hours for disciplinary purposes. The student can be required to appear prior to the beginning of the school day, after school has been dismissed for the day or on a non-school day. Whether a student will serve detention, and the length of the detention, is within the discretion of the licensed employee or the building principal disciplining the student.

**Expulsion** means an action by the board to remove a student from the school environment, which includes, but is not limited to, classes and activities, for a period of time set by the board.

**In-school suspension** means the student will attend school but will be temporarily isolated from one or more classes while under supervision. An in-school suspension will not exceed ten consecutive school days.

**Out-of-school suspension** means the student is removed from the school environment, which includes school classes and activities. An out-of-school suspension will not exceed ten consecutive school days unless due process is provided as required by federal and state law. A restriction from school activities means a student will attend school and classes and practice but will not participate in school activities.

**Placement in an alternate learning environment** means placement of a student in an environment established apart from the regular educational program that includes rules, staff and resources designed to accommodate student needs and to provide a comprehensive education consistent with the student learning goals and content standards established by the school district.

**Removal from the classroom** means a student is sent to the building principal's office. It is within the discretion of the person in charge of the classroom to remove the student.